CITY OF ST. AUGUSTINE CITY COMMISSION

City Commission Meeting

MONDAY, DECEMBER 8, 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 2025-36:** Proclaiming December 9, 2025, as Ripley's Celebration of 75 years *(N. Sikes-Kline, Mayor)*

3.B. **Certificate of Recognition 2025-11:** Presented to Flagler College Saints *(J. Springfield, Commissioner)*

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

- 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.A.1. Presentation by Jeff Potts, Executive Director of the St. Johns Cultural Council, on The Waterworks FY2025 activity report *(C. Sakryd, General Services Director)*

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. **Ordinance 2025-32:** Amends Chapter 28, Zoning Code of the City of St. Augustine to create Section 28-358 in the Supplementary Regulations to establish procedures for the review and approval of Certified Recovery Residences *(A. Skinner, Planning and Building Director)*

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 2025-33:** Amends the Future Land Use Designation of approximately 0.16 acres at the north end of 725 Flagler Crossing Drive from Residential Medium Density to Commercial Low Intensity *(A. Skinner, Planning and Building Director)*

9.A.2. **Ordinance 2025-34:** Amends the Zoning of approximately 0.16 acres at the north end of 725 Flagler Crossing Drive from Residential General-One (RG-1) to Commercial Low-One (CL-1) *(A. Skinner, Planning and Building Director)*

9.B. Resolutions

10. STAFF REPORTS AND PRESENTATIONS

10.A. Consideration of a Petition to Vacate the Right-of-Way located at 81 Magnolia Drive *(S. Slaughter, Utilities & Public Works Director)*

10.B. Historical Resources Grant Update *(B. Moore, General Services Group Manager)*

10.C. 204 Pelican Reef Drive - Recommendation for Reduction of Lien *(A. Skinner, Planning and Building, Director)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Request for two (2) appointments - St. Augustine Firefighters' Pension Fund Board of Trustees *(D. Galambos, City Clerk)*

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

12.C. Approval of the 2026 City Commission meeting and holiday schedules *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

13.A. Nights of Lights mid-season update (D. Birchim, 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 JANUARY 12, 2026:

- **Ordinance 2025-33:** Amends Future Land Use Designation of approximately 0.16 acres at the north end of 725 Flagler Crossing Drive from Residential Medium Density to Commercial Low Intensity *(A. Skinner, Planning and Building Director)*
- **Ordinance 2025-34:** Amends the Zoning of approximately 0.16 acres at the north end of 725 Flagler Crossing Drive from Residential General-One (RG-1) to Commercial Low-One (CL-1) *(A. Skinner, Planning and Building Director)*

CA.3. Reminder of Upcoming Meetings:

- January 12, 2026, 5:00PM, Regular City Commission Meeting
- January 26, 2026, 5:00PM, Regular City Commission Meeting
- February 9, 2026, 5:00PM, Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- September 25, 2025, City Commission Special Meeting
- October 13, 2025, Regular City Commission Meeting
- October 27, 2025, Regular City Commission Meeting

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

332 S. Nassau Street - Barbara Mitchell and Willie Mitchell

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.8. Eminent Domain: Lake Maria Sanchez - Invoice for Professional Services *(I. Lopez, City Attorney)*

CA.9. Nomination of Gordon J. "Gordie" Wilson be advanced for selection of the 2026 De Aviles Award Recipient *(M. Wissel, Communications Director)*

CA.10 Ratification of the collective bargaining agreement between the City and the Coastal Florida Police Benevolent Association. *(D. Hayes, Human Resources Director)*

CA.11 2025 Annual Status Report *(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, *Robert L. Ripley was an American cartoonist, entrepreneur, and amateur anthropologist, known for creating the Ripley's Believe It or Not! which feature odd facts from around the world was a frequent visitor to St Augustine, Florida; and*

WHEREAS *Robert L. Ripley used his fame and notoriety to bring attention to tourism in St Augustine, Florida with the nation's first live underwater broadcast from Marineland in 1940; and*

WHEREAS, *Castle Warden, a building that was once a hotel was a favorite of Robert Ripley, and he had wanted to buy the building to house his collection for years before his death; and*

WHEREAS*, On December 9, 1950, a year and a half after his passing, his dream was fulfilled, and the original permanent Ripley's Believe It or Not! museum opened and features some of Robert Ripley's original collection of artifacts and oddities gathered from his travels around the world; and*

WHEREAS, *Ripley Entertainment and all its enterprises have been an integral part of the St Augustine, Florida community and Ripley's Believe It or Not! continues to inspire wonder, curiosity and the acceptance of the unique talents and abilities within us all.*

NOW, THEREFORE*, the St. Augustine City Commission of the City of St. Augustine hereby proclaims December 9, 2025, as* ***"Ripley's Celebration of 75 years"*** *and encourages all to attend the activities and festivities promoted by Ripley's Believe It or Not!*

IN WITNESS WHEREOF*, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 8th day of December 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.*

2025-36

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Nancy Sikes-Kline, Mayor

City of St. Augustine

City Commission

Certificate of Recognition

Presented In Honor to

Flagler College Saints

In Celebration of

Outstanding athletic achievement, dedication, and exemplary sportsmanship. Your hard work, perseverance, and commitment to excellence have brought pride and inspiration to your team and community.

Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: November 19, 2025

RE: Agenda Item: St. Johns Cultural Council - Water Works Presentation

We received a request from the St. Johns Cultural Council to provide a presentation of the Water Works facility. This presentation fulfills the annual lease stipulation and offers Commissioners the opportunity to review the Cultural Councils programming and community use of this historic facility which was restored a few years ago. The presentation will be provided by Mr. Jeff Potts, Executive Director of the St. Johns Cultural Council and a copy is attached for your review.

If you concur, please place this item on the Agenda for the Commission meeting scheduled for Monday, December 8, 2025, under 7.A General Public Presentations, Items Of Great Public Importance, And Other Items Requiring Public Hearings for consideration and approval. As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.

Corey L. Sakryd
Director, General Services

BAW

Encl: St. Johns Cultural Council Presentation "The Waterworks FY25 Activity Report" and the Waterworks Lease

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

The Waterworks

FY2025 Activity Report
for the City of St. Augustine
December 8, 2025



October 1, 2024 – September 30, 2025



360 EVENTS



SJCC AND

35 ORGANIZATIONS



12,000+ VISITORS

Who Uses The Waterworks?

St. Johns Cultural Council stakeholders

- 146 Events
- 7,101 Patrons Served
- $15,390 Rent Paid to SJCC
  - Average: 49 Attendees / $105.41 per event

Priority Partners (ACT, Library/FOL, Municipal)

- 214 Events
- 5,205 Patrons Served
- $4,500 Rent* Paid to SJCC
  - Average: 24 Attendees / $21.03 per event

* Includes $2,500 donation from Friends of Library









SJCC - 74 Events

St. Johns Cultural Council hosted or underwrote the following events:

- 22 SJCC events (meetings, award ceremonies, and workshops)
- 21 meetings of the Ancient City Poets and/or Life Drawing Class
- 11 events for St. Augustine Music Festival (Board meetings and performances)
- 5 Chamber of Commerce events
- 7 total events for the Garden Club, First Coast Opera, The Dance Company, Association of University Women, Daughters of the American Revolution, Jewish Historical Society, and Coloring Camp

- 8 Co-Promotion events with LOCAL artists ($3,385 rent / $423 per event)

Repeat Partners - 60 Total Events

- 14 Gamble Rogers Festival ($2,500 / $178.57 per event)
- 10 Romanza ($2,450 / $245 per event)
- 9 St. Augustine Film Society ($900 / $100 per event)
- 9 EMMA ($600 / $66 per event)
- 8 APEX ($700 / $87 per event)
- 4 Tale Tellers ($625 / $156 per event)
- 2 She Is Fierce Camp ($500 / $250 per event)
- 2 Kappa Alpha Psi ($150 / $75 per event)
- 2 EpiCenter Alliance ($150 / $75 per event)

Single Use Partners - 12 Total Events

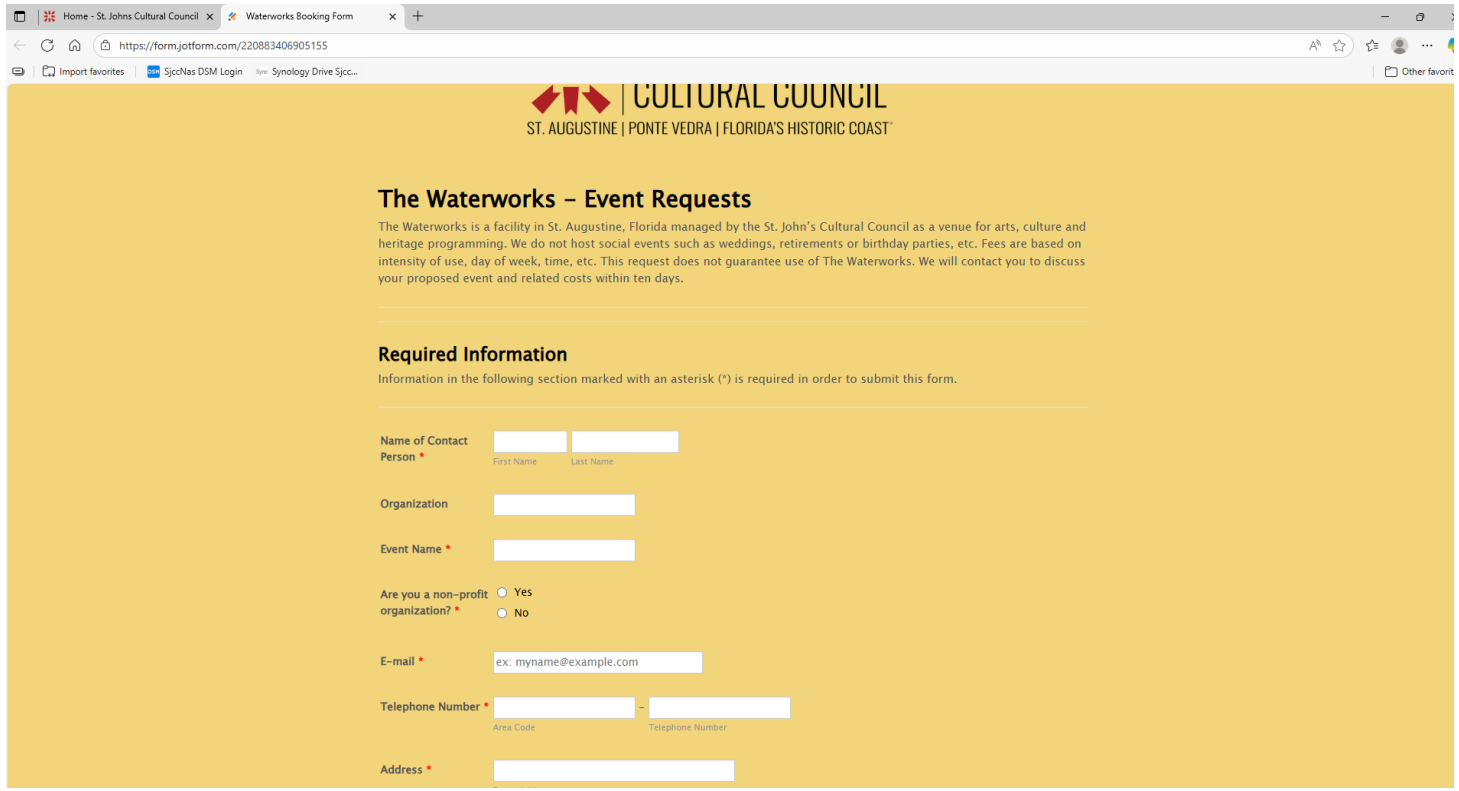
- Flood Mitigation Workshop - $450
- Board of Realtors - $375
- AAUW Film Festival - $350
- Fort Mose - $300
- Make Space Camp - $300
- St. Augustine Film Festival - $300
- St. Paul’s Leadership - $300
- Gift of Dance - $300
- Lighthouse - $300
- Dupont Society - $180
- Piecemakers - $150
- Minorcan Lighthouse Keepers - $125

Priority Groups - 214 Total Events

- 130 A Classic Theatre ($2,000 total rent / $15 per event)
- 73 Library / Friends of the Library ($2,500 annual donation (FOL) / $34 per event)
- 11 City of St. Augustine (Neighborhood Association meetings; other civic events)

FY25 Process for Booking The Waterworks

1. Priority Partners
2. SJCC
3. Reoccurring Partners
4. Any Open Dates left for Co-Promotion or New Opportunities
5. Applications from webform



Who Didn’t Get to Use The Waterworks?

41 times someone requested information and didn’t end up booking the venue

20 Application withdrawn

12 Date Not Available

9 Denied:

- 6 personal party
- 1 Overnight event
- 1 Marketplace style event
- 1 Non-ACH related

41 Applicants Did Not Get to Use The Waterworks

9 Denied

Reason	Applicant	Event
Personal Party	Kelly Blasser	Retirement Party
Personal Party	St. Johns Democratic Party	Retirement Party
Personal	Casa Arissa	60th Anniversary Party
Personal	Resident	Rehearsal Dinner
Personal	Nathan Fudala	Wedding
Overnight	Hack Club	Counterspell St. Augustine
Marketplace	Ross Restyle	French Container Open House
Not ACH	Legacy Vacation Resorts	Senior Leadership Meeting

12 Dates Unavailable

Applicant	Event
Bridge of Life Church	Christmas Banquet
St. Augustine Homeschoolers	Valentines Day Party
St. Augustine Montessori School	Maker's Fest
PCFCAC Delta Sigma Theta	Sisterhood Event
Carl Deus	"Getting Past No to Get to Yes"
St. Augustine Montessori School	Spring Fling
We Feed Inc	Kids Entrepreneur Fair & Market
Jam-ology Foundation	Classical, Flamenco, and Tapping Event
Jam-ology Foundation	Guitar Legends
STA Fire Department	Retirement Party
Orchestra	Rehearsal
House of Prism	2025 Pride Festival

20 Withdrawn

Applicant	Event
St. Augustine High Alumni Assoc.	St. Augustine & Ketterlinus Hall of Fame Awards
Underwire	Annie Dukes Homecoming Show
City of St. Augustine	Public Meeting: Back Bay Study w/ Army Corps of Engineers
SJC Public Library	Indie Author Day
United Way of NEFL	Team Retreat
FL National Guard x5	IEMS Class x5
US Fiscal Office FL National Guard	Holiday Celebration
St. Augustine & St. Johns Board of Realtors	Board of Directors Installation Event
Apex Theatre Studio	It's A Wonderful Life: Live Radio Play
Friends of A1A	Board Meeting
Compassionate St. Augustine	STACV Launch Event
Patients Not Prisoners	Day of Compassion
Patients Not Prisoners	Evening of Compassion
Local Musician	Songs of Change
Jacksonville Shell Club	Shell Jamboree
Becoming Pianists	Piano Recital

The Waterworks – usage and revenue

Frequency of Use

(# events / % of use)

1. ACT (130 / 36%)
2. Library/FOL (73 / 20%)
3. SJCC (22 / 6%)
4. Gamble Rogers (14 / 4%)
5. St Augustine Music Festival (11 / 3%)

Revenue

(Total / Per Event)

1. Co-Promote ($3,385 / $423)
2. Library/FOL ($2,500 / $34)
3. Gamble Rogers ($2,500 / $179)
4. Romanza ($2,450 / $245)
5. ACT ($2,000 / $15)

Revenue per Event

1. Private Edu. ($450)
2. Co-Promote ($423)
3. Private Meeting ($375)
4. AAUW Film Fest ($350)
5. Six NPOs ($300)

Direct Cost to Operate FY2025

- Rent = $7,039
- Utilities (Water & Electric) = $7,060
- Internet = $2,400
- Janitorial = $7,126
- Liability Insurance = $13,000
  - SUB TOTAL: $36,625

- Staffing (min office hours/events) = $27,000

FY2025 Direct Cost to Operate = $63,625

FY2025 Rental Revenue = $19,590

SJCC funded operational gap of $44,035 in FY2025 ($122 per event)



October 1, 2024 – September 30, 2025



360 EVENTS



SJCC AND

35 ORGANIZATIONS



12,000+ VISITORS

The Waterworks – FY2026 Goals

- Standardize rental structure, policies and procedures
- Formalize mutually beneficial partnership agreements
- Invest in the experience of attending an event at The Waterworks (Brand & Market It!)
- More Co-Promotion & SJCC Presented events
- Manage the calendar in a way that is true to the mission of our organization and the vision for The Waterworks as a community gathering space.

THANK YOU!

- Contact me: Jeff@historiccoastculture.com
- Visit The Waterworks: Tu-Th 10-5; Fr 10-3
- Upcoming Events: Open House Dec 9
- www.StJohnsCulture.com



LEASE AGREEMENT

THIS LEASE is made and entered into by and between **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 "LESSOR"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32085, and **ST. JOHNS COUNTY CULTURAL COUNCIL, INC**. (hereinafter referred to as "LESSEE"), a Florida not-for-profit corporation, whose mailing address is 15 Old Mission Avenue, St. Augustine, FL 32084.

WITNESSETH:

That in consideration of the covenants herein contained and the Rent to be paid, LESSOR and LESSEE hereby agree as follows:

(1) **LEASED PREMISES:** LESSOR does hereby rent, lease and demise unto LESSEE, and LESSEE does take from LESSOR, for a Term hereinafter provided, and in all instances in the condition as presented as of the date of this Lease, the following described premises located in St. Augustine, St. Johns County, Florida (hereinafter referred to as "Leased Premises"): the Waterworks Building, 184 San Marco Avenue, St. Augustine, Florida, and limited adjacent outdoor area, as depicted on the site plan sketch attached hereto and incorporated herein as Exhibit A.

(2) **TERM:**

(a) Initial Term: The initial Term of this Lease will be for three years, commencing on March 1, 2022 at 12:01 a.m. and expiring February 28, 2025 at 11:59 p.m., subject to the terms and conditions set forth herein.

(b) First Renewal Term: No later than one hundred and twenty (120) days prior to the end of the initial term, the parties will enter into good faith negotiations regarding the potential renewal of the Lease Agreement. The intent of the negotiation period is for both parties to evaluate whether a renewal of the lease addresses their respective needs and furthers their mutual goals. If the parties agree to a First Renewal Term, that term will be for ten years, commencing upon expiration of the Initial Term and expiring February 28, 2035 at 11:59 p.m., subject to the terms and conditions set forth herein.

(c) Second Renewal Term: Unless either party gives notice to the other party no later than one year (365 days) prior to the expiration of the First Renewal Term, this Lease Agreement will automatically be renewed for a second and final term. The Second Renewal Term will be for ten years, commencing upon expiration of the First Renewal Term and expiring February 28, 2045 at 11:59 p.m., subject to the terms and conditions set forth herein.

(3) **RENTAL:** In consideration for LESSEE's primary use of the Leased Premises as a community center providing arts, culture, and educational programming in furtherance of the City of St. Augustine's Vision Plan: 2014 and Beyond, the rental of the Leased Premises shall be in the amount of eighteen thousand and 00/100 ($18,000.00) Dollars ("Rent") over the Initial Term of this Agreement and shall be payable monthly, in advance, at a rate of $500.00, plus applicable taxes, commencing on the first day of March , 2022, and

on the first day of each consecutive month thereafter during the Initial Term of this Lease. The Rent shall be annually adjusted on the first day of March, 2023 and on the first day of March of each year thereafter based on the increase in the Consumer Price Index (CPI) for southern urban consumers for areas with a population of fewer than 50,000 for the measured period of June 1st through May 31st of each year. The rental of the Leased Premises for a First Renewal Term or Second Renewal Term will be due and payable in the same manner, unless otherwise agreed to by the parties in writing in an addendum to this Lease Agreement. The Rent shall be payable the month preceding the month of occupancy and shall be payable to LESSOR at:

CITY OF ST. AUGUSTINE
DEPARTMENT OF FINANCE, BUDGET AND MANAGEMENT
P.O. BOX 210
ST. AUGUSTINE, FLORIDA 32085-0210

A late fee of fifteen (15%) percent of the monthly lease will be assessed for any late payment received after the fifth day of each month. Failure to pay rent, in total, before the end of the fifth day shall be a default of the Terms of this Rental Agreement.

In addition to the Rent payable hereunder, LESSEE shall be responsible, as Additional Rent, for the payment of any real estate taxes assessed during the Term of this Lease by any governmental agency having taxing authority. Real estate taxes shall be paid within thirty (30) days of the date an invoice for such taxes is transmitted to LESSEE by LESSOR.

LESSEE shall be responsible for timely payment of all personal property taxes, excise, use, sales or other taxes which may be levied for or on account of LESSEE'S occupancy or rental of the Leased Premises now or at any time during the Term of this Agreement.

(4) **INTERIOR BUILD-OUT, CUSTODIAL SERVICES, AND UTILITIES:** LESSEE shall pay for all costs associated with the interior build-out of the Leased Premises for its intended use and shall pay for the cost of custodial services and utilities furnished to the Leased Premises, such as gas, electricity, telephone, water and sewer, trash and garbage collection service, and shall make all necessary utility deposits. LESSOR shall not be responsible or liable for any interruption or failure of utility service. Prior to issuance of any construction permit, LESSEE shall coordinate with the City's Planning and Building Department, Historic Preservation Officer for review and compliance with the Waterworks Building preservation covenants.

(5) **LICENSE AND PERMITS:** LESSEE shall be responsible for obtaining and maintaining at LESSEE'S expense all licenses and permits necessary and required for the operation of the business or businesses conducted by the LESSEE on the Leased Premises.

(6) **MAINTENANCE:** LESSOR covenants and agrees to keep the structural integrity of the interior and exterior of the Leased Premises and the exterior appearance of the Leased Premises in good and sufficient repair, including the air-conditioning equipment, interpretative and historical panels, fencing and landscaping, excepting unforeseen casualty not caused by

the acts or omissions of the LESSEE, its employees, agents or guests. LESSEE shall maintain all non-structural interior components of the Leased Premises, including but not limited to all interior doors, floors, ceilings, walls, and finishes, and the electrical and plumbing for said Leased Premises in good condition and shall make all above-ground repairs to said equipment. LESSOR shall be responsible for all below-ground repairs. Installation, maintenance and repair of all equipment, fixtures or furnishings to the Leased Premises shall be the sole responsibility of LESSEE. LESSEE agrees to maintain, clean and repair the interior of the Leased Premises at the LESSEE'S sole cost and expense during the continuance of this Lease in good, sound, clean and serviceable condition and repair, except for defects in materials or workmanship in the construction of the building housing the Leased Premises. LESSOR shall not be required to replace, renew or repair any depreciation or damage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests. At the sole option of LESSOR, LESSOR may undertake or contract for the renewal or repair of any damage, electrical failure or plumbing stoppage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests and may charge LESSEE for the reasonable cost of such renewal or repair.

(7) **INDEMNIFICATION:** LESSEE agrees, to the extent allowed by law and except and to the extent caused by the LESSOR'S gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the LESSOR, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property, or the environment, including, without limitation, any contamination of the Leased Premises, such as the soil or storm water, or by fuel, gas, chemicals or any hazardous substances, or bodily injury, including death, incurred or sustained by any party to this Rental Agreement, any agent or employee of any party to this Rental Agreement or any other person or any governmental agency arising out of or incident to or in connection with the LESSEE'S performance under this Rental Agreement, the LESSEE'S use or occupancy of the Leased Premises, the LESSEE'S acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Rental Agreement or any breach of the terms of this Rental Agreement. LESSEE recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the LESSOR in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Rental Agreement. Compliance with the insurance requirements described in paragraph 8, below, shall not relieve the LESSEE of its liability or obligation to indemnify the LESSOR as set forth in this paragraph. Notwithstanding anything to the contrary in the foregoing or within this Rental Agreement, the LESSOR shall not relinquish or waive any of its rights as a sovereign local government and the LESSOR reserves all rights and defenses under applicable sovereign immunity law.

(8) **HOLD HARMLESS; INSURANCE:** LESSEE agrees that LESSEE will at all times indemnify and save and keep LESSOR harmless from any and all claims for damage

and liability to persons or property occasioned, either directly or indirectly, by the use and occupancy of the Leased Premises by the LESSEE and the LESSEE'S licensees, invitees, guests, agents and employees, including any court costs and attorney's fees, including any appeals, and shall defend the LESSOR against any such claims. LESSEE, at LESSEE'S expense, shall provide policies of insurance generally known as public liability and property damage insurance and/or "Owner's Landlord and Tenant Insurance" insuring LESSOR and LESSEE against all claims and demands made by any persons whomsoever for injuries of any type and/or kind to persons or property incurred in connection with the operation and/or maintenance of the Leased Premises in a coverage amount of not less than $1,000,000 for each occurrence for damages to persons or property and $500,000 for damages to the Leased Premises. **LESSEE shall obtain and deliver to LESSOR prior to or at commencement of this Lease a copy of the original policy showing the LESSOR as a named insured along with a corresponding certificate of insurance and thereafter shall provide copies of all renewals of said policy.** Failure to so provide such a policy or renewals shall constitute a default hereunder. The LESSEE also shall provide to the LESSOR proof of current Worker's Compensation coverage to the extent such coverage is required by law.

(9) **NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the LESSOR as provided in Section 768.28, Florida Statutes.

(10) **USE OF PREMISES:**

(a) LESSEE shall use the Leased Premises for the purpose of operating a community center for arts, culture, and educational programming consistent with the terms described in Exhibit B, attached hereto and incorporated herein.

(b) SPECIAL CONDITIONS:

(1) LESSEE, and any of its licensees, guests, or invitees, if in possession of all required state and local permits and licenses, may sell, serve, allow the consumption of, or otherwise dispose of, alcoholic beverages within the interior or fenced exterior areas of the Leased Premises identified in Exhibit A. No alcohol is allowed in any parking area, sidewalk, outdoor common or shared area, or outdoor open area adjacent to or appurtenant to the Waterworks Building except as depicted in Exhibit A.

(2) LESSEE understands and agrees to limit music and voices to non-amplified sound in all outdoor areas.

(3) LESSEE understands and agrees that if it seeks approval for off-site parking LESSEE is responsible for applying for, and complying with, all necessary permits. LESSOR makes no guarantees or promise of approval for any permit that may require a quasi-judicial hearing.

(4) LESSEE understand and agrees that all activity occurring on the Leased Premises is limited in occupancy and intensity of use by the availability of a non-exclusive parking area to the immediate north and west of the Waterworks Building adjacent to the Leased Premises. LESSEE further understands and agrees not to use the St. Johns County Public Library parking and understands and agrees that the National Guard may need to use the non-exclusive parking area episodically for drills and other activities necessary for its operations, which may impact LESSEE's use of the Leased Premises and impact its licensee's use for booked events.

(5) LESSEE shall include the City of St. Augustine as a named sponsor of all public arts, culture, and educational programming held at the Waterworks Building, and is authorized to use the city seal for this purpose. The City Manager may request that the City not be mentioned as a sponsor for any given specific program, but must give LESSEE sufficient and reasonable notice prior to marketing publication deadlines.

(6) LESSEE shall copy the City Manager on each monthly/quarterly/annual report it produces, and LESSEE shall present an annual overview to the City Commission. The annual overview shall include all data regarding requests for community use of the facilities as described in Exhibit B. Specifically, the data submitted must include the name of the group/s, whether they are an identified priority group per Exhibit B, the number of requests for community use of the facilities by each group, and whether the group/s were approved or denied for use of the facilities, the reason why a group was denied, and if approved, under what conditions and at what fee rate. The first such annual overview will be presented no later than December 2022, and every year thereafter.

(c) LESSOR reserves the right to require LESSEE to remove any item, either displayed, for sale, or consumption that LESSOR finds is objectionable or not compatible with Schedule "B". Upon written notification to LESSEE by LESSOR, the objectionable item(s) will be immediately removed from the Leased Premises with no recourse by LESSEE. Failure to remove the items constitutes a default of this Lease and will result in termination of this Lease. LESSEE agrees and understands that LESSOR has the discretion to make its determination binding on LESSEE.

(d) LESSEE will not, nor will LESSEE allow anyone to, reside in the Leased Premises, but LESSEE may, at LESSEE's cost, provide for on-site security personnel.

(e) LESSEE shall not be permitted to:

(1) Use said Leased Premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said Leased Premises.

(2) Make or suffer any waste or unlawful, improper or offensive use of said Leased Premises, permit or suffer any noise, disturbances or nuisance on the Leased Premises detrimental to or annoying to LESSEE'S neighbors or allow any use not approved by the LESSOR.

(3) Hold or conduct any type of auction sales on said Leased Premises other than those commonly associated with fundraising events such as silent auctions.

(4) Make any physical changes to the building without consent.

(5) Perform any type of excavation on the Leased Premises without the prior, express written permission of LESSOR and only in compliance with applicable city codes relating to protection of archaeological resources;

(6) If applicable, permit the electrical panel located in the Leased Premises to be obstructed in any way. The LESSEE shall ensure the existence of at least three (3) feet of unobstructed space and access to the panel at all times; or

(7) If applicable, ignite or fail to extinguish immediately any fire located in the fireplaces located within the Leased Premises.

(8) Place any signs or furniture outside of the Leased Premises. The Leased Premises includes a designated outdoor area for the exclusive use of LESSEE, and LESSEE may place outdoor furniture and furnishings in that area, the care and maintenance of which shall be the responsibility of the LESSEE. No amplification equipment or speakers shall be used outside the Waterworks Building.

(f) In the event the building in which the Leased Premises is located is tented for termite infestation, LESSEE will be given thirty (30) days written notice and will vacate the Leased Premises within the thirty (30) days. The LESSEE will not return to the Leased Premises until notified by LESSOR and will hold LESSOR harmless for any loss of business or damage to LESSEE'S equipment, merchandise or property incurred as a result of the vacation of the Leased Premises or the tenting and treatment process.

(g) **HOURS OF OPERATION:** LESSOR intends to staff its offices located within the Leased Premises during regular business hours, Monday through Friday, excepting holidays. The parties understand that events and functions may be scheduled after 5:00 p.m. and on weekends, however no event or function may be held past 10:00 p.m.

(11) **INSPECTION AND REPAIRS:**

(a) LESSOR and LESSOR'S agents shall have the right to make such inspection of the Leased Premises as LESSOR may from time to time desire, such inspection to be at reasonable times.

(b) If LESSOR or LESSOR'S agents find that the Leased Premises are not in good order and repair and in order to protect and preserve said Leased Premises, LESSOR may serve written notice upon LESSEE notifying LESSEE to make the desired repairs within fifteen (15) days after receipt of said notice. Upon the failure of LESSEE to make all such repairs within said fifteen (15) days, LESSOR may enter upon the Leased Premises and make repairs at LESSEE'S expense, and the costs of same shall be due and payable to LESSOR upon written demand. Failure to immediately pay for repairs made by LESSOR at LESSEE'S expense shall constitute a default hereunder.

(c) LESSEE shall have the duty to notify LESSOR of any defect in the Leased Premises for which the LESSOR owes a duty pursuant to the Terms of this Lease Agreement to maintain, repair or replace immediately upon LESSEE becoming aware of such defect. If LESSEE fails to immediately notify LESSOR of any such defect, LESSOR shall not be responsible for damage to LESSEE'S property which may be caused by said defect which could have been prevented by LESSEE'S prompt action, and LESSEE shall be responsible for any consequential damages which may arise as a proximate cause of LESSEE'S failure to notify LESSOR of such defect.

(12) **SIGNS, ADVERTISING AND OTHER ITEMS:** No interior or exterior window signs, advertising, painting on the interior or exterior of the building or painting on the interior or exterior of the windows of the Leased Premises shall be permitted without the prior written approval of the LESSOR. Any such signs, advertising or painting shall conform to all existing laws and ordinances, including the Code of the City of St. Augustine relating to zoning in the Historic Districts. The LESSEE shall not place any items, furniture, fixtures, merchandise or other items of any description at any location other than inside the Leased Premises.

(13) **ALTERATIONS, REPAIRS:** LESSEE shall not make changes in or to the interior or exterior of the Leased Premises without prior written consent of LESSOR. Any approved changes, additions, alterations, improvements or repairs shall be made at the sole cost of LESSEE. Any such changes, additions, alterations, improvements or repairs shall immediately become part of the realty and the property of LESSOR and shall remain upon said Leased Premises and be surrendered therewith upon expiration or other termination of this Lease Agreement without any reimbursement being due LESSEE therefore, except for free-standing items not secured to the ceiling, walls or floor. Any wired in, integrated audio-visual equipment, speakers, and theatrical stage, curtains, and lighting affixed to the structure will be deemed a fixture and part of LESSOR's realty upon expiration or termination of this Lease Agreement.

(14) **ITEMS FURNISHED BY LESSEE:** LESSEE will furnish all equipment, fixtures, furnishings, supplies, house wares, decoration, floor coverings, drapes and all other items as necessary to operate LESSEE'S business on the Leased Premises

(15) **ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY AND MAY EXERCISE ALL RIGHTS OF A LESSOR AS PROVIDED BY FLORIDA LAW REGARDING DISPOSITION OF ABANDONED PROPERTY.

(16) **ASSIGNING AND SUBLETTING:**

(a) LESSEE shall not assign said Lease, or any part thereof, or mortgage this Lease or any interest therein, or, if LESSEE is a corporation, LESSEE'S shareholders shall not transfer a majority interest in the company to any party or parties, except upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any assignment shall include payment of a fee, as follows:

(1) Twenty-five percent (25%) of the annual Lease payment if the Lease is assigned during the first (1st) year of this Agreement;

(2) Fifteen percent (15%) of the annual Lease payment if the Lease is assigned during the second (2nd) year of this Agreement; or

(3) Ten percent (10%) of the annual Lease payment if the Lease is assigned during the third (3rd) year of this Agreement.

(b) Subleasing of the Leased Premises is strictly prohibited under this Lease. Any subleasing of the Leased Premises will be considered a violation of the Lease and considered a default for purposes of paragraph 21 on this Lease.

(c) LESSEE may hold its own functions, recitals, theatrical performances, exhibits, and events on the Leased Premises, and may episodically license the use of the Leased Premises to other public and private groups or individuals for individual functions or events as ancillary to, and in support of, its primary use as a cultural center, if otherwise allowed consistent with its zoning, state and local permit approvals, and the terms of the Lease Agreement. LESSEE and any licensed function or event held on the Leased Premises must comply with all special conditions, rules, and prohibitions of this Lease Agreement, including but not limited to the service of alcohol limitations found in section 10(b)(1), the parking limitations found in section 10(b)(4) and the hours of operation found in section 10(g). LESSEE's duty to indemnify LESSOR for any third-party death, injury, negligence, damages, or loss of any kind shall continue regardless of whether LESSEE has licensed the use of the Leased Premises to others.

(17) **FORCE MAJEURE:** In the event the Leased Premises shall be damaged or rendered untenantable in whole or in part as a result of the consequences of fire or other casualty, including all weather events and acts of God, during the term hereof, LESSOR at LESSOR'S option shall:

(a) Restore same to tenantable condition within a reasonable period of time; or

(b) Terminate this Lease without liability of any kind to LESSEE. In the event LESSOR elects to restore the Leased Premises, the Rent shall abate pro rata during the untenantability of the Leased Premises. If only a portion of the Leased Premises is deemed untenantable, the Rent shall abate pro rata based on square footage deemed untenantable until same shall be restored to a tenantable condition.

(18) **COVENANT TO OCCUPY:** LESSEE hereby covenants and agrees to continue in occupancy of said Leased Premises and to pay the Rent as agreed during the entire Term of the Lease and hereby expressly covenants to be and remain liable for all damages sustained by LESSOR by virtue of the LESSEE'S failure to continue occupancy of said Leased Premises and failure to pay the Rent as required.

(19) **RESPONSIBILITY FOR DAMAGE TO CONTENTS:** LESSEE covenants and agrees to assume full responsibility for all damage to the personal property and contents of the Leased Premises, whether such personal property is owned by LESSEE or in possession of LESSEE, and agrees to hold LESSOR harmless for any damage to said personal property and contents from any cause whatever. LESSEE shall be responsible for all costs necessary to procure and maintain insurance coverage for the personal property and contents.

(20) **LESSEE'S CANCELLATION RIGHT:** Provided no event of default exists when LESSEE delivers the Cancellation Notice, LESSEE may cancel the Lease Agreement upon sixty (60) days' notice to LESSOR, by delivering to LESSOR written notice thereof.

(21) **DEFAULT:**

Rent:

(a) If the Rent herein reserved for LESSOR, or any part thereof, or any other moneys due LESSOR hereunder, shall not be paid when due or should LESSEE be in default under any other provision of this Lease and should remain in default after written notice to LESSEE of said non-payment or for other default, then in such event LESSOR, without further notice, may at any time thereafter:

(1) Terminate this Lease, reenter the Leased Premises and hold LESSEE liable in damages; or

(2) Reenter the Leased Premises and rent same, with or without the fixtures, furniture and equipment that may be therein, for the account of LESSEE,

at such price and on such terms and for such duration of time as LESSOR may determine and shall receive the rent, applying same to the payment of rent or other moneys due hereunder, and LESSEE shall be liable for any deficiency incurred; or

(3) Utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida. All remedies granted hereunder are deemed cumulative and not exclusive.

Other Breach:

(a) Breach – If LESSEE violates any of the terms and conditions of this Agreement, other than those described in Section (a), Rent, LESSOR will provide LESSEE notice of the breach consistent with Section (b), Notice, below.

(b) Notice – For the purposes of any notices regarding a breach to LESSEE, LESSOR shall mail same, via regular U.S. Mail to the address provided by LESSEE herein. LESSOR may also provide notices to LESSEE via email at christina@historiccoastculture.com. LESSEE agrees that notice shall be deemed completed upon LESSOR transferring the notice correspondence to the United States Postal Service or by electronic mail exchange.

(c) Default – LESSEE shall have fifteen (15) days from the date of the notice in section (b) above, to cure the breach identified in the notice. Failure to cure the breach timely shall have the effect of LESSEE acknowledging the breach by default, and LESSOR may then utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida, including by not limited to, termination of the Lease or non-renewal of the Lease.

(22) **ATTORNEY'S FEES AND COURT COSTS:** In the event LESSOR incurs any expense in collecting any sum of money due under this Lease for Rent or otherwise, in the event the LESSOR shall bring legal action for the purpose of evicting or ejecting LESSEE from the Leased Premises or if the LESSOR shall bring legal action for the purpose of enforcing performance by LESSEE of any of the several agreements, conditions and covenants contained herein, LESSEE, should the LESSOR prevail in such legal action, covenants and agrees to pay to LESSOR all such expenses and all expenses and costs of litigation, including any appeals, and including a reasonable attorney's fee for LESSOR'S attorney.

(23) **CHOICE OF LAW; VENUE:** This Lease shall be interpreted according to the laws of the State of Florida, and venue for any action regarding this Lease shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

(24) **LEASE NOT RECORDABLE:** This Lease shall not be recorded in the public records of St. Johns County, Florida, and in the event that such Lease is recorded contrary

to this provision, the Lease shall terminate and LESSEE shall be responsible for all attorney's fees and court costs incurred by LESSOR in removing said Lease from said public records.

(25) **NOTICES**: Any notices called for hereunder that are required to be delivered to LESSOR shall be mail to LESSOR, postage prepaid, certified mail, return receipt requested, at the following address:

CITY OF ST. AUGUSTINE
GENERAL SERVICES DEPARTMENT
P.O. BOX 210
ST. AUGUSTINE, FLORIDA 32085-0210

For purposes of any notices or correspondence to LESSEE, LESSOR shall mail same, postage prepaid, certified mail, return receipt requested, to the following address:

ST. JOHNS COUNTY CULTURAL COUNCIL, INC.
183 SAN MARCO AVENUE
ST. AUGUSTINE, FLORIDA 32084

(26) **NO DISCRIMINATION:** The LESSEE shall not discriminate against employees, applicants for employment, or the public because of age, race, religion, creed, color, handicap, national origin, marital status, or sex.

(27) **SUCCESSORS AND ASSIGNS:** The terms, covenants, conditions, provisions and agreements contained in this Lease shall in every case apply to, be binding upon, and inure to the benefit of the parties herein and their respective successors and assigns; it being agreed, however, that no assignment in violation of the provisions of this Lease shall vest any right or title in or to this Lease or to the leasehold estate thereby created.

(28) **PARTIAL INVALIDITY:** If any term or provision of this Lease or the application thereof to any person or circumstance to any extent, shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms or provisions of this Lease shall be deemed valid and enforceable to the extent permitted by law.

(29) **NON-WAIVER:** No waiver or any covenants or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenants or condition or any other covenants or condition of this Lease.

(30) **ENTIRE AGREEMENT:** This Lease is the entire agreement between the parties, and no amendment or modification to this Lease shall be effective unless made in writing and signed by all parties.

IN WITNESS WHEREOF, LESSOR has caused this Lease to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto fixed, and LESSEE has hereunto set his hand and seal, this 17th day of February, 2022.

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

"LESSOR"

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

BY: _____
John P. Regan, City Manager

ATTEST:

_____
Darlene Galambos, City Clerk

(SEAL)

Signed, sealed and delivered in the presence of:

_____
Witness

Print: _____

_____
Witness

Print: _____

"LESSEE"

ST. JOHNS COUNTY CULTURAL COUNCIL, INC.

BY: _____

Print: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

EXHIBIT A

SKETCH OF LEASED PREMISES

Sketch of Leased Premises

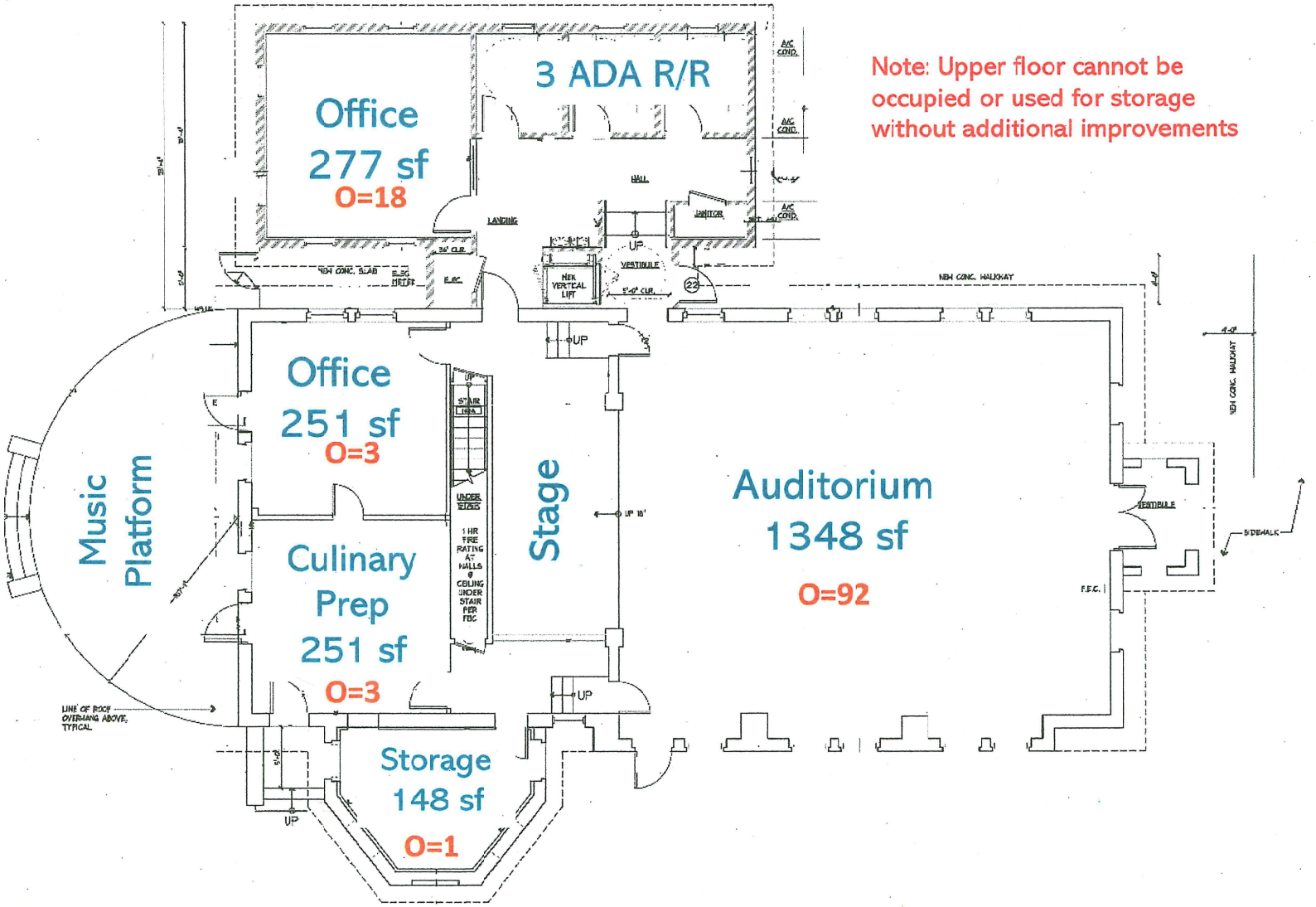


Exhibit "A"

CITY OF ST AUGUSTINE EST. 1565

EXHIBIT B

USE OF PREMISES

It is the intent of the Parties that the Leased Premises be used primarily as a community center for the arts, culture, and educational programming, through the work of LESSEE and other not-for-profit cultural organizations based in and around the City. LESSEE is not an agency of the City of St. Augustine, nor is it an employee or contractor of the City of St. Augustine, and it is independently providing programming and services to the public and greater arts community as a private commercial tenant with exclusive possession and control of the Leased Premises during the term of the Lease Agreement. LESSEE shall utilize the Leased Premises as its base of operations and business headquarters. In addition, LESSEE shall make the Auditorium of the Leased Premises available, with a reasonable fee, for the cultural programming and meetings of others.

1. **Use by Not-For-Profit Cultural Organizations.** The Auditorium of the Leased Premises will be made available by Lessee for use by non-profit organizations and other groups with a primary mission related to arts, culture and heritage, licensed to do business in the State of Florida or otherwise focused on the cultural heritage of the greater St. Augustine area, no less than four hours per day on 200 days per year, for meetings of such organization's members and cultural programming offered to the public at no (or very low) cost.

2. **Application Process.** An application must be submitted at least 15 days in advance of the requested date(s) of use. LESSEE shall independently evaluate each application based on its sole discretion as a private not-for-profit corporation. Lessee may develop an online calendar and application portal or may accept applications at the Leased Premises. Lessee shall review each application within 7 days of receipt to ensure that the use proposed therein is consistent with the operation of the Leased Premises as a cultural center and that the proposed use will not cause excessive wear and tear of the Leased Premises or result in a violation of occupancy or parking limits. Lessee may deny the application for use if, in Lessee's sole discretion, Lessee determines that the use does not meet the requirements of these Guidelines.

3. **Fees for Use.** Lessee may charge a reasonable fee for use of the Auditorium, based on direct costs associated with such use.

4. **Limitations on Days / Hours of Use.** Except for the organizations with reservation priority established in paragraph 5 of these guidelines, not-for-profit cultural organizations may reserve no more than one date and four hours of use in any calendar month. Lessee may approve, in Lessee's sole discretion, exceptions to this limitation if the additional use does not unreasonably limit use by other eligible organizations.

5. **Priority Reservations.** The following organizations shall have the first opportunity to reserve dates for the upcoming fiscal year (October 1st through September 30th), with all priority dates reserved before June 30th of the preceding year. These organizations may reserve additional dates and times but will be required to do so following the same process as any other applicant.

A. **Friends of the Main Library** shall have priority of use on Tuesdays, Wednesdays and Thursdays throughout the year, from 10 a.m. until 5 p.m., to produce cultural programming.

B. **A Classic Theatre** may reserve a total of 80 rehearsal dates (up to 3 hours each, after 5 pm) and 28 performance dates (4 hours each, on Friday and Saturday evenings and on Sunday afternoons) to produce its annual season of programming.

C. **Associations of the Neighborhood Council of St. Augustine**. Each Association and the Neighborhood Council may reserve up to three hours per month for meetings or member events.

D. The Florida School for the Deaf and Blind shall have priority use...(insert details)

6. **Programming of Lessee and Others.** Lessee may utilize the Auditorium for Lessee's events and programming and may allow individuals, for-profit organizations, and other not-for-profit organizations to hold meetings and present cultural programming including recitals, lectures, exhibitions, educational classes, workshops, and similar activities on dates and during times that are not reserved as provided above. Fees for such use will be reasonably related to the costs and impact of such use on the Leased Premises and additional staff time required to manage this use. Lessee may, but shall not be required to, approve applications for programming that includes service or sale of alcohol (with appropriate permits) and fundraising activities of not-for-profit organizations. LESSEE must take into account, mitigate, or disallow, any negative impacts of events utilizing the outdoor areas of the Leased Premises due to its proximity to the children's play area of the adjacent public park.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: November 20, 2025

RE: Ordinance 2025-32 - Amending Chapter 28 the Zoning Code of the City of St. Augustine to Create Section 28-358 in Supplementary Regulations to establish procedures for the review and approval of Certified Recovery Residences – Second Reading and Public Hearing

Please see the attached Ordinance related to the creation of a new section in the Supplementary Regulations of Chapter 28 the Zoning Code.

This Ordinance establishes this new section related to certified recovery residences as required by Florida Statutes. The statute requires the city to adopt these provisions into the land development code by January 1, 2026. The proposed new code language establishes a purpose, zoning districts where this use is allowed (multifamily districts), a process to file a reasonable accommodation request for the certified recovery residence, a review process, an appeals process, general provisions and revocation procedures per statutes.

Also, find attached a Legislative Resource bulletin and the actual statute language from the Florida Statutes.

The Planning and Zoning Board (PZB) reviewed this ordinance for a recommendation to the City Commission regarding the proposed Ordinance language at their November 4, 2025, regular meeting. Additionally, the City Commission passed this ordinance on first reading on November 10, 2025.

Please place this item on the December 8, 2025, City Commission Agenda as a Second Reading and Public Hearing. If you have any questions or require additional information, please contact me. This ordinance is exempt from the potentially required Business Impact Statement.

Amy McClure Skinner, AICP
Director, Planning and Building Department

Ordinance 2025-32

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING AND UPDATING THE CODE OF ORDINANCES CHAPTER 28 ZONING; ARTICLE IV SUPPLEMENTARY REGULATIONS, DIVISION I GENERALLY; CREATING SECTION 28-358 CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, secures for municipalities the broad exercise of home rule powers granted by Article VIII, Section 2 of the Florida Constitution, including the exercise of any power for municipal purposes not expressly prohibited by law; and

WHEREAS, Sections 163.3167 and 163.3177(1), Florida Statutes, requires the City of St. Augustine to maintain a Comprehensive Plan to guide the future development and growth of the city by providing the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, Section 397.487, Florida Statutes, as amended by Fla. S.R. 954 (Reg. Sess. 2025), mandates that the City Commission of the City of St. Augustine adopt an ordinance to establish procedures for the review and approval of certified recovery residences, as defined in s. 397.311(5), F.S., including a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, the City in its Housing Element sets out goals, objectives and policies to establish principles, guidelines, standards and strategies to provide housing for all current and anticipated future residents of the city, this is also reflected in the Future Land Use Plan of the Future Land Use Element; and

WHEREAS, adoption of this Ordinance is required for compliance with state law to implement Section 397.487, Florida Statutes, and for that reason the City is not required to prepare or cause to be prepared a business impact statement pursuant to Section 166.041(4), Florida Statutes; and

WHEREAS, the City of St. Augustine is required by Section 163.3202, Florida Statutes, to adopt or amend and enforce land development regulations that are consistent with and implement the Comprehensive Plan, and that are combined and compiled into a single land development code for the city (the City of St. Augustine's Zoning Code is Chapter 28 of the Code of Ordinances including land development regulations for the provision of Supplementary Regulations); and

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

WHEREAS, after review, the Planning and Zoning Board recommended approval of these amendments and updates and determined that these changes are no more burdensome or restrictive. The Planning and Zoning Board acting as the land planning agency for the city of St. Augustine determined at its November 4, 2025, regular meeting that these changes are required by state statute; and

WHEREAS, the City in amending the Land Development Code (LDC) provides the benefit of providing a purpose, a reasonable accommodation request process to establish a certified recovery residence, a review process; alternative accommodation, appeals, fees, general provisions and a revocation process per statute.

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

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

SECTION 1. Amending Chapter 28, Article IV Supplementary Regulations, Creating Section 28-358. Chapter 28, Article IV Supplementary Regulations, Creating Section 28-358 of the Code of the City of St. Augustine is hereby added as follows: [Note: ~~strikethrough~~ language deleted, underline language added]

"Sec. 28-358. – Certified Recovery Residences.

(a) *Purpose*. The purpose of this section is to address the establishment of certified recovery residences, as defined in s. 397.311(5), F.S., and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the City's ordinances, rules, policies, and procedures consistent with the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").

(b) *Establishment of a certified recovery residence*. A certified recovery residence may be established only in the multi-family residential zoning district(s) and must comply with Chapter 28 of this Code for that zoning district and all other applicable land development regulations, except that reasonable accommodation(s) may be requested pursuant to this section.

(c) *Filing a reasonable accommodation request to establish a certified recovery residence*:

(1) A request for a reasonable accommodation under this section from the land development regulations, rules, policies, and procedures of the City that may hinder the establishment of a certified recovery residence shall be made in writing to the Planning and Building Department Director or designee and shall at a minimum provide the following information:

a. The name and contact information of the applicant making the request. If the applicant is not the certified recovery residence administrator who will be actively managing the recovery residence, the administrator's name, contact information, and a copy of the administrator's certification must also be provided. If the applicant is not the owner of the property where the reasonable accommodation is being requested, then the contact information for the owner must be included.

b. The location where reasonable accommodation is requested, including the address and parcel identification number.

c. A description of the accommodation needed, identifying the ordinances, rules, or policies for which the applicant needs

reasonable accommodation, and why it is necessary.

d. Certification stating the following: "I certify, under penalty of perjury, that the information provided in this request is true and correct. I understand that, if I knowingly provide false information with this request, my request shall become null and void."

e. Any additional information or documentation the applicant feels is necessary to support the request for reasonable accommodation.

f. The signature of the applicant and date.

(2) The application must not include information or records specific and personal to any individual's medical diagnoses, prognoses, history, or treatment.

(3) The City shall date stamp the application upon receipt and shall notify the applicant in writing within 30 days if additional information is required. The applicant must provide the requested information within 30 days.

(d) *Review process*. Within 60 days of receiving the completed application, the Planning and Building Department Director or designee shall review the request for reasonable accommodation and make a recommendation consistent with this Section, and the FHA and/or ADA after considering the following:

(1) Whether the requested accommodation is reasonable and necessary.

(2) Whether the requested accommodation would impose an undue financial or administrative burden on the City.

(3) Whether the requested accommodation would require a fundamental deviation in the nature of the land use and zoning regulations of the City.

In conducting the review, the Planning and Building Department Director or designee may make a site visit to the property where the reasonable accommodation is being requested and may utilize consultants in making the determination.

(e) *Alternative accommodation*. If the Planning and Building Department Director or designee finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental deviation in the nature of the City's land use or zoning regulations, the Planning and Building Department Director or designee may consider whether a reasonable alternative accommodation exists which would effectively meet the applicant's need(s).

(f) *Determination.* Once review by the Planning and Building Department Director or designee of the request is complete, the Planning and Building Department Director or designee shall make a recommendation to the Planning and Zoning Board (PZB) to:

(1) Grant the accommodation request; or

(2) Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request, or approve a reasonable alternative accommodation; or

(3) Deny the request in accordance with state and federal law.

The Planning and Zoning Board shall consider the recommendation at a public meeting held within 60 days of the Planning and Building Department Director or designee receiving the completed application to make a determination. If a meeting of the Planning and Zoning Board cannot be established within that time frame, then the Planning and Building Department Director or designee recommendation becomes the determination. The determination shall be in writing. If the determination is for denial, the reasons for the denial are required to be stated. The final determination shall give notice of the right and method to appeal. If the final written determination is not issued within 60 days after receipt of the completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time

(g) *Appeals.* Whenever the applicant disagrees with the determination of the Planning and Building Department Director or designee or the Planning and Zoning Board, or any of the conditions imposed as part of the terms under which the reasonable accommodation is approved, they may elect to appeal the application to the City Commission. The appeal shall be reviewed by the City Commission at the next regular meeting for which the agenda has not yet been published on the City's website.

(h) *Fees*. There shall be no fee imposed by the City in connection with a request for reasonable accommodation or any appeal. The City shall have no obligation to pay a requesting party's or an appealing party's attorney fees or costs in connection with the request, or an appeal.

(i) *General provisions*. The following general provisions are applicable:

(1) An applicant may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by the individual in writing.

(2) In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable conditions, as well as all unaffected permitting processes required by the Code of Ordinances and/or the land development regulations of the City.

(3) A reasonable accommodation is specific to the applicant and does not run with the land.

(4) A reasonable accommodation does not alter an individual's obligation to comply with other applicable federal, state, county, or City requirements, rules, regulations, or laws.

(j) *Revocation*. The approval granted under this Section for a reasonable accommodation may be revoked or modified if the recovery residence fails to maintain certification or licensure required under state law and it is not reinstated within 180 days, or a violation of any provision of the determination granting the reasonable accommodation is found. The City shall provide 30-days' written notice of the proposed revocation or modification.

…”

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

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

ATTEST: _____
Nancy Sikes-Kline, Mayor-Commissioner

_____
Darlene Galambos, City Clerk
(SEAL)

Legislative Resource

SB 954: Certified Recovery Residences

1. SB 954 – Certified Recovery Residences

The purpose of this memo is to provide an overview of the recently passed law, SB 954: Certified Recovery Residences. This bill has an effective date of July 1, 2025, and the bill's requirements must be met by January 1, 2026. The purpose of this law is to require local governments to adopt an ordinance that will formalize and streamline the process for applicants seeking reasonable accommodations from land use regulations relating to certified recovery residences.

2. Key Provisions

Key provisions of the new law include:

- By January 1, 2026, the governing body of each local government must adopt an ordinance establishing the procedures for review and approval of certified recovery residences within its jurisdiction.
- The ordinance must include a process for requesting reasonable accommodation from any local land use regulation.
- The ordinance must be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.
- The ordinance must establish a written application process for requesting accommodation.
- The ordinance will require each local government to date-stamp each application request upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt and allow the applicant 30 days to respond.
- The ordinance will require the local government to issue a final written determination on the application within 60 days after receipt. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved, unless the parties agree in writing, to a reasonable extension of time.
- The ordinance will require that the application include basic name and contact information.
- The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.
- Refer to the bill text for detailed ordinance requirements.

3. Timeline/Required Actions

Deadline	Action Required
January 1, 2026	The governing body of each county or municipality must adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction.

4. Resources/Contacts

- Full bill text: https://flsenate.gov/Session/Bill/2025/954/BillText/er/PDF
- Contact: Sam Wagoner, Legislative Advocate, swagoner@flcities.com

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: November 24, 2025

RE: Ordinance 2025-33 – Amending the Future Land Use Designation of Approximately 0.16 acres at the North End of 725 Flagler Crossing Drive – Introduction and First Reading

This property is approximately 0.16 acres (approximately 7,000 square feet) at the north end of 725 Flagler Crossing Drive and is west of San Sebastian View opposite the St. Johns County Health Department. Some portion of the property to the north is technically under the jurisdiction of St. Johns County. This ordinance only pertains to the portion of the property within the city limits.

The applicant is proposing to develop a dog park and café business on the property. A Special Use Permit has been granted from St. Johns County for the proposed use in the county portion. In order for this use to be allowed on the property within the city limits a land use plan amendment and rezoning is required for the property.

The city's Future Land Use Map (FLUM) identifies the property as Residential Medium Density. This request is to change the existing land use on the property to Commercial Low Intensity.

A companion application to rezone the property from Residential General-One (RG-1) to Commercial Low-One (Cl-1) consistent with the proposed land use category has also been submitted.

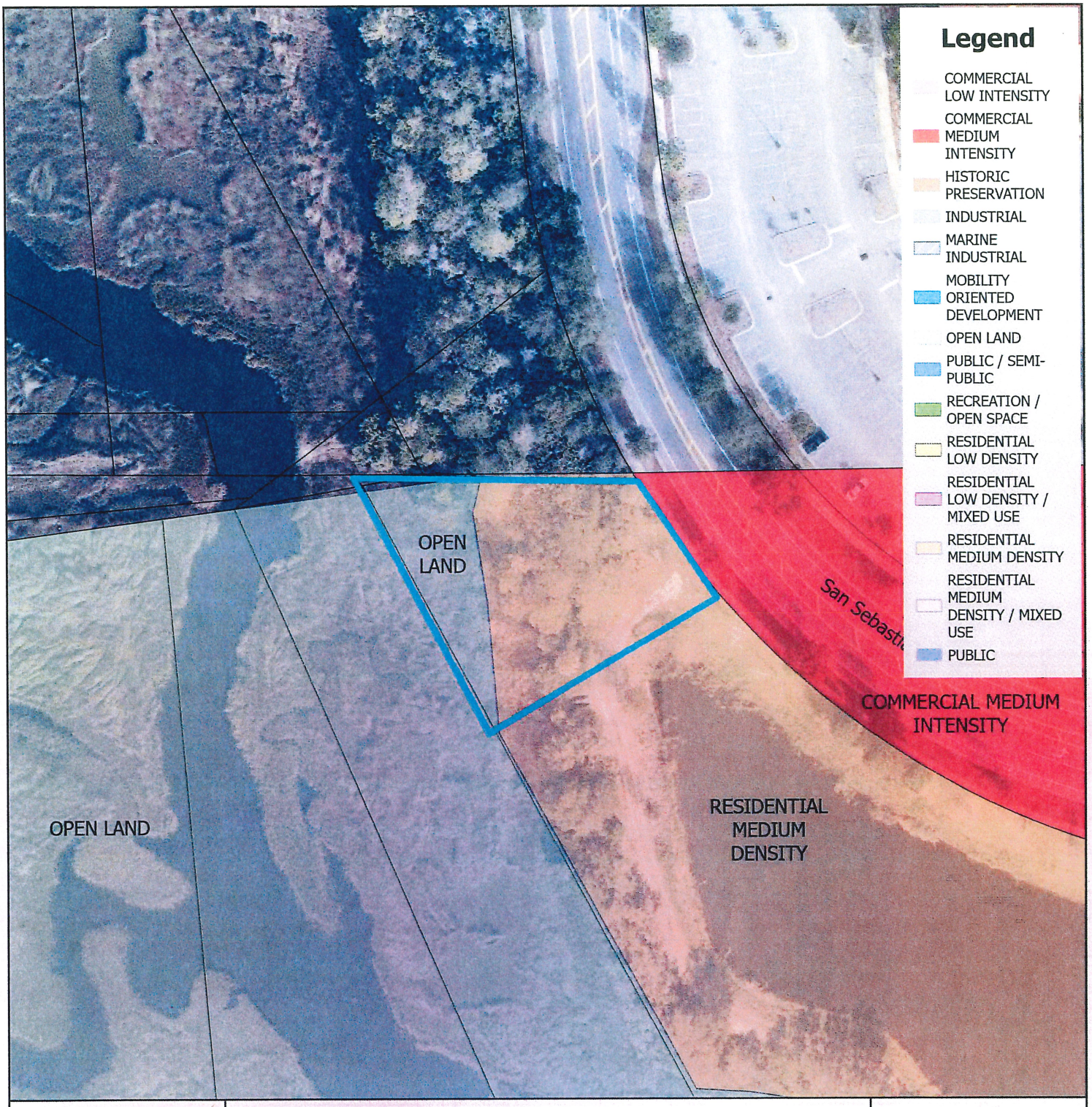
On November 4, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of this property as noted above. Attached you will find the Ordinance, a map illustrating the existing future land use, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Additionally, the PZB reviewed the full proposal for the project to include off-site parking, because the parking for the use is proposed on the St. Johns County portion of the property, a use by exception to serve alcoholic beverages as per CL-1 and the Conservation Overlay Zone Development to construct a bulkhead and remove trees. These approvals are all contingent upon the passage of the land use plan amendment and the rezoning.

Please place Ordinance 2025-33 on the City Commission December 8, 2025, agenda for introduction and first reading. Also attached is the required Business Impact Statement for the ordinance.

If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department



Future Land Use Map

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

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

2025

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

Ordinance 2025-33

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 0.16 ACRES; LOCATED AT THE NORTH END OF FLAGLER CROSSING DRIVE AND WEST OF SAN SEBASTIAN VIEW; AS PORTIONS OF THE FRANCIS J. FATIO OR DELESPINE GRANT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 0.16 ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL MEDIUM DENSITY TO COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing a total of approximately 0.16 acres of land, located at the north end of Flagler Crossing Drive and west of San Sebastian View as portions of the Francis J. Fatio or Delespine Grant more fully described herein, that approximately 0.16 acres of the property's Future Land Use Map (FLUM) designation should be amended from City of St. Augustine Residential Medium Density to City Commercial Low Intensity;

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

Section 1. Amending Comprehensive Plan, Future Land Use Map. The following described property, containing approximately 0.16 acres in total commonly known as the north end of Flagler Crossing and west of San Sebastian View as portions of the Francis J. Fatio or Delespine Grant, and identified on the Future Land Use Map

(FLUM) of City of St. Augustine as Residential Medium Density, is hereby amended to the city classification of Commercial Low Intensity. This property is more fully described by the attached.

Section 2. Legal Description of Property. The following described property commonly known as the north end of Flagler Crossing Drive within Parcel ID #084560-0010, within the City of St. Augustine, Florida as described by Attachment "A" legal description and Attachment "B" survey.

Section 3. Authorization. The City Planning and Building Director is hereby authorized and directed to amend the Future Land Use Map (FLUM) of the City's Comprehensive Plan for the City of St. Augustine, Florida to reflect the FLUM amendments of the above-described land.

Section 4. Repeal of Conflicting Ordinances and Provisions of Comprehensive Plan. All ordinances or parts of ordinances in conflict herewith are hereby repealed. The remaining portions of said Comprehensive Plan for the City of St. Augustine, Florida and any associated ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption or, if challenged within thirty (30) days after adoption, effective upon issuance of a final order by the State Bureau of Comprehensive Planning or the Administration Commission.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2026.

ATTEST:

_____
Nancy Sikes-Kline, Mayor-Commissioner

_____
Darlene Galambos, City Clerk

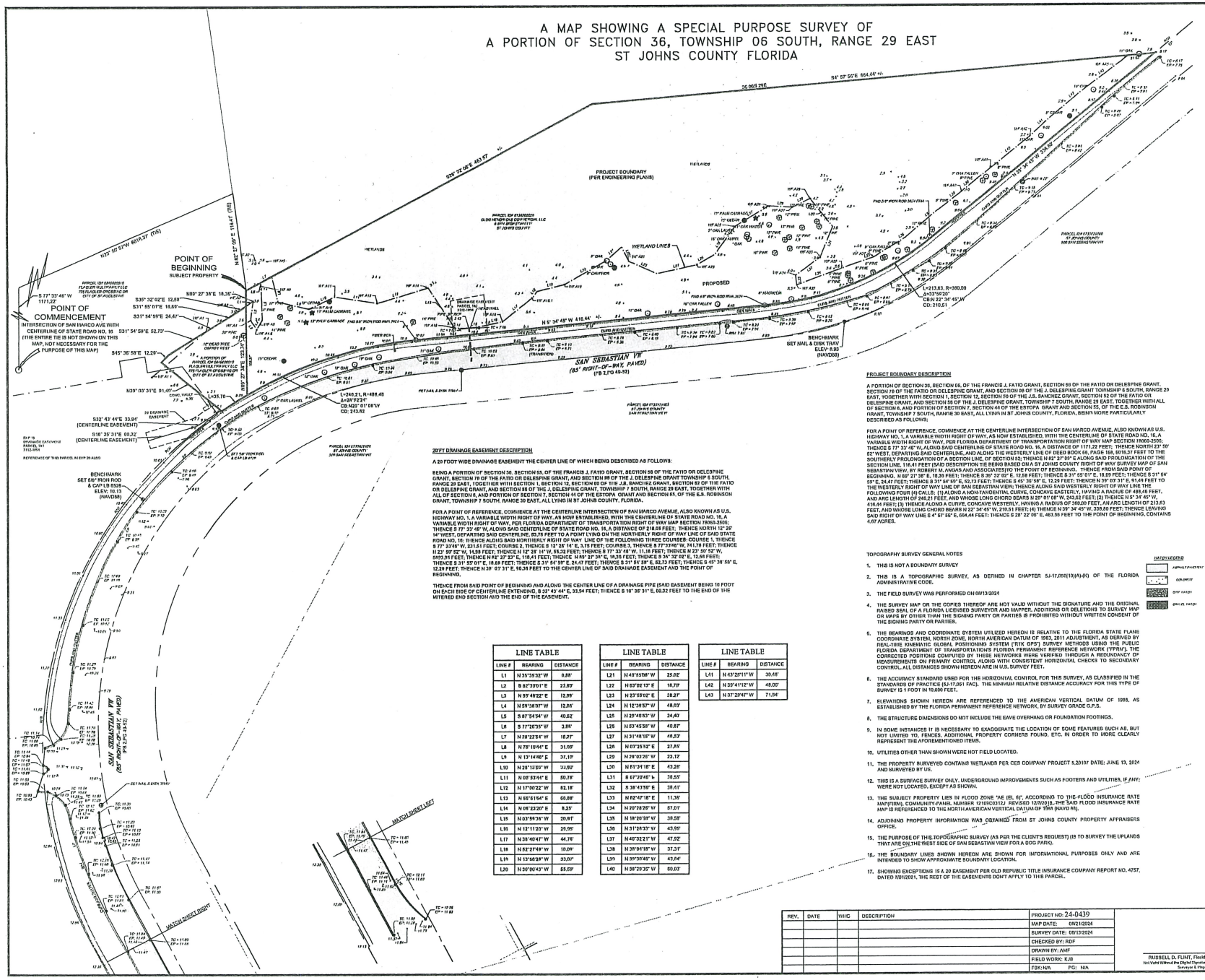
(SEAL)

EXHIBIT A

PROJECT BOUNDARY DESCRIPTION

A PORTION OF SECTION 36, SECTION 55, OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT, SECTION 79 OF THE FATIO OR DELESPINE GRANT, AND SECTION 98 OF THE J. DELESPINE GRANT TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH SECTION 1, SECTION 12, SECTION 50 OF THE J.S. SANCHEZ GRANT, SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTION OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT AND SECTION 55, OF THE E.S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL LYING IN ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506; THENCE S 77° 33' 46" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12° 26' 14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE
ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE FOLLOWING THREE COURSES: COURSE 1, THENCE S 77° 33'46" W, 231.51 FEET; COURSE 2, THENCE S 12° 26' 14" E, 3.75 FEET; COURSE 3, THENCE S 77°33'46" W, 741.78 FEET; THENCE
N 23° 50' 52" W, 14.98 FEET; THENCE N 12° 26' 14" W, 55.32 FEET; THENCE S 77° 33' 46" W, 11.16 FEET; THENCE N 23° 50' 52" W,
5893.95 FEET; THENCE N 82° 27' 23" E, 116.41 FEET TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING, N 89° 27' 38" E, 18.36 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.69 FEET; THENCE S 31° 54' 59" E, 24.47
FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 03' 31" E, 91.49 FEET; THENCE ALONG
A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 488.58 FEET A DELTA ANGLE OF 28° 52' 24", AND WHOSE LONG CHORD BEARS N 20° 01' 08" W, 243.62 FEET; THENCE N 5° 33' 52" W, 411.84 FEET; THENCE ALONG A CURVE, CONCAVE WESTERLY, HAVING
A RADIUS OF 361.45 FEET, A DELTA ANGLE OF 33° 59' 20", AND WHOSE LONG CHORD BEARS N 21° 56' 41" W, 211.29 FEET; THENCE
N 39° 34' 33" W, 342.62 FEET; THENCE S 4° 57' 56" E, 664.44 FEET; THENCE S 28° 22' 06" E, 463.56 FEET TO THE POINT OF BEGINNING.
CONTAINS 4.67 ACRES.

A MAP SHOWING A SPECIAL PURPOSE SURVEY OF A PORTION OF SECTION 36, TOWNSHIP 06 SOUTH, RANGE 29 EAST ST JOHNS COUNTY FLORIDA



20FT DRAINAGE EASEMENT DESCRIPTION

A 20 FOOT WIDE DRAINAGE EASEMENT THE CENTER LINE OF WHICH BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF SECTION 36, SECTION 65, OF THE FRANCIS J. FATIO GRANT, SECTION 66 OF THE FATIO OR DELESPINE GRANT, SECTION 70 OF THE FATIO OR DELESPINE GRANT, AND SECTION 89 OF THE J. DELESPINE GRANT TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH SECTION 1, SECTION 12, SECTION 52 OF THE J.B. SANCHEZ GRANT, SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND SECTION 55 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTION OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT AND SECTION 65, OF THE E.S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL LYING IN ST JOHNS COUNTY, FLORIDA.

FOR A POINT OF REFERENCE, COMMENCE AT THE CEITERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2505; THENCE S 77° 33' 45" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12° 26' 14" WEST, DEPARTING SAID CENTERLINE, 80.76 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE FOLLOWING THREE COURSES: COURSE 1, THENCE S 77° 33'45" W, 231.51 FEET; COURSE 2, THENCE S 12° 26' 14" E, 3.75 FEET; COURSE 3, THENCE S 77°33'45" W, 741.78 FEET; THENCE N 23° 59' 52" W, 14.98 FEET; THENCE N 12° 26' 14" W, 59.32 FEET; THENCE S 77° 33' 45" W, 11.16 FEET; THENCE N 23° 59' 52" W, 5493.96 FEET; THENCE N 23° 27' 32" E, 116.41 FEET; THENCE N 66° 27' 34" E, 19.26 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.59 FEET; THENCE S 31° 54' 59" E, 24.47 FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 01' 31" E, 80.38 FEET TO THE CENTER LINE OF SAID DRAINAGE EASEMENT AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE CENTER LINE OF A DRAINAGE PIPE (SAID EASEMENT BEING 10 FOOT ON EACH SIDE OF CENTERLINE EXTENDING, S 32° 43' 44" E, 33.94 FEET; THENCE S 16° 36' 31" E, 60.32 FEET TO THE END OF THE MITERED END SECTION AND THE END OF THE EASEMENT.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°35'32" W	0.88'
L2	S 82°30'01" E	23.80'
L3	N 55°48'22" E	12.99'
L4	N 59°36'07" W	12.86'
L5	S 87°54'54" W	40.82'
L6	S 7°26'35" W	3.86'
L7	N 28°22'54" W	16.27'
L8	N 76°10'46" E	31.09'
L9	N 13°14'46" E	37.10'
L10	N 28°12'50" W	33.90'
L11	N 08°53'46" E	50.78'
L12	N 17°00'22" W	62.18'
L13	N 55°51'54" E	66.89'
L14	N 06°23'20" E	8.25'
L15	N 03°59'36" W	20.81'
L16	N 12°11'20" W	29.95'
L17	N 26°40'47" W	44.76'
L18	N 82°27'48" W	10.09'
L19	N 13°56'38" W	33.07'
L20	N 30°00'43" W	65.59'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N 40°45'08" W	25.02'
L22	N 63°02'13" E	18.78'
L23	N 23°59'02" E	38.23'
L24	N 12°39'57" W	48.63'
L25	N 29°40'53" W	24.40'
L26	N 83°45'58" W	40.87'
L27	N 31°49'15" W	48.53'
L28	N 03°35'52" E	27.85'
L29	N 29°03'26" W	23.12'
L30	N 61°31'18" E	43.28'
L31	S 67°20'46" E	30.55'
L32	S 38°43'59" E	38.41'
L33	N 82°47'18" E	11.36'
L34	N 20°28'26" W	67.01'
L35	N 18°20'18" W	39.58'
L36	N 31°26'33" W	43.99'
L37	N 40°32'21" W	47.92'
L38	N 38°04'18" W	37.31'
L39	N 39°39'48" W	43.84'
L40	N 38°29'30" W	60.03'

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N 43°25'11" W	30.46'
L42	N 39°41'12" W	48.00'
L43	N 37°28'47" W	71.54'

PROJECT BOUNDARY DESCRIPTION

A PORTION OF SECTION 36, SECTION 65, OF THE FRANCIS J. FATIO GRANT, SECTION 66 OF THE FATIO OR DELESPINE GRANT, SECTION 70 OF THE FATIO OR DELESPINE GRANT, AND SECTION 89 OF THE J. DELESPINE GRANT TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH SECTION 1, SECTION 12, SECTION 52 OF THE J.B. SANCHEZ GRANT, SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND SECTION 55 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTION OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT AND SECTION 65, OF THE E.S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL LYING IN ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2505; THENCE S 77° 33' 45" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 1171.22 FEET; THENCE NORTH 23° 10' 52" WEST, DEPARTING SAID CENTERLINE, AND ALONG THE WESTERLY LINE OF DEED BOOK 65, PAGE 168, 5015.37 FEET TO THE SOUTHERLY PROLONGATION OF A SECTION LINE, OF SECTION 52; THENCE N 82° 27' 09" E ALONG SAID PROLONGATION OF THE SECTION LINE, 116.41 FEET (SAID DESCRIPTION TIE BEING BASED ON A ST JOHNS COUNTY RIGHT OF WAY SURVEY MAP OF SAN SEBASTIAN VIEW, BY ROBERT M. ANGAS AND ASSOCIATES)TO THE POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING, N 89° 27' 39" E, 18.26 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.59 FEET; THENCE S 31° 54' 59" E, 24.47 FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 03' 31" E, 81.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) CALLS: (1) ALONG A NON-TANGENTIAL CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 488.48 FEET, AND ARC LENGTH OF 246.21 FEET, AND WHOSE LONG CHORD BEARS N 20° 01' 08" W, 243.62 FEET; (2) THENCE N 5° 34' 49" W, 416.44 FEET; (3) THENCE ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 213.63 FEET, AND WHOSE LONG CHORD BEARS N 22° 36' 45" W, 210.51 FEET; (4) THENCE N 39° 34' 45" W, 338.80 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 4° 57' 56" E, 664.44 FEET; THENCE S 28° 22' 09" E, 463.56 FEET TO THE POINT OF BEGINNING, CONTAINS 4.07 ACRES.

TOPOGRAPHY SURVEY GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY
2. THIS IS A TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THE FIELD SURVEY WAS PERFORMED ON 08/13/2024
4. THE SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAP OR MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATIONS FLORIDA PERMANENT REFERENCE NETWORK ("FPRN"). THE CORRECTED POSITIONS COMPUTED BY THESE NETWORKS WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS ON PRIMARY CONTROL ALONG WITH CONSISTENT HORIZONTAL CHECKS TO SECONDARY CONTROL. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
6. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC), THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY THE FLORIDA PERMANENT REFERENCE NETWORK, BY SURVEY GRADE G.P.S.
8. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
9. IN SOME INSTANCES IT IS NECESSARY TO EXAGGERATE THE LOCATION OF SOME FEATURES SUCH AS, BUT NOT LIMITED TO, FENCES, ADDITIONAL PROPERTY CORNERS FOUND, ETC. IN ORDER TO MORE CLEARLY REPRESENT THE AFOREMENTIONED ITEMS.
10. UTILITIES OTHER THAN SHOWN WERE NOT FIELD LOCATED.
11. THE PROPERTY SURVEYED CONTAINS WETLANDS PER CES COMPANY PROJECT 5.20107 DATE: JUNE 13, 2024 AND SURVEYED BY US.
12. THIS IS A SURFACE SURVEY ONLY. UNDERGROUND IMPROVEMENTS SUCH AS FOOTERS AND UTILITIES, IF ANY; WERE NOT LOCATED, EXCEPT AS SHOWN.
13. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "AE (EL 6)", ACCORDING TO THE FLOOD INSURANCE RATE MAP(FIRM), COMMUNITY-PANEL NUMBER 12109C0312J REVISED 12/7/2018. THE SAID FLOOD INSURANCE RATE MAP IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
14. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM ST JOHNS COUNTY PROPERTY APPRAISERS OFFICE.
15. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY (AS PER THE CLIENT'S REQUEST) IS TO SURVEY THE UPLANDS THAT ARE ON THE WEST SIDE OF SAN SEBASTIAN VIEW FOR A DOG PARK).
16. THE BOUNDARY LINES SHOWN HEREON ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE INTENDED TO SHOW APPROXIMATE BOUNDARY LOCATION.
17. SHOWING EXCEPTIONS 15 A 20 EASEMENT PER OLD REPUBLIC TITLE INSURANCE COMPANY REPORT NO. 4757, DATED 7/01/2021, THE REST OF THE EASEMENTS DON'T APPLY TO THIS PARCEL.

HATCH LEGEND
- ASPHALT PAVEMENT
- CONCRETE
- DIRT SURFACE
- GRAVEL SURFACE

Symbol/Abbreviation Legend

Symbol	Denotes
⊙	SET NAIL AND DISK "LB 6978" OR AS NOTED
⊙	FOUND 5/8" IRON ROD AND CAP "LB 6377"
○	SET 1/2" IRON PIPE "LB 6978"
TP	TELEPHONE PEDESTAL
WV	WATER VALVE
IV	IRRIGATION VALVE
SV	SANITARY VALVE
WM	WATER METER
PM	POST WITH METER
SCO	SANITARY CLEAN OUT
LP	LIGHT POLE
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
DB	DEED BOOK
PB	PLAT BOOK
(P)	PLAT
PG	PAGE(S)
No.	NUMBER
LB	LICENSED BUSINESS
EOP	EDGE OF PAVEMENT
IRC	IRON ROD AND CAP
CLF	CHAIN LINK FENCE
NAND	NAIL AND DISK FOUND
PL	PROPERTY LINE
+0.00	SPOT SHOT ELEVATION
EP	EDGE OF PAVEMENT
FL	FLOW LINE
BC	BACK OF CURB
WF	WETLAND FLAG (SURVEYED LOCATION)

SHEET: 1 OF 1

REV.	DATE	WHO	DESCRIPTION

PROJECT NO: 24-0439
MAP DATE: 09/21/2024
SURVEY DATE: 08/13/2024
CHECKED BY: RDF
DRAWN BY: AMF
FIELD WORK: KJB
FB#:N/A PG: N/A

RUSSELL D. FLINT, Florida PSM LS # 6528
Not Valid Without the Digital Signature of A Florida Licensed Surveyor & Mapper

Flint Surveying & Mapping, Inc.
111 NATURE WALK PKWY #108
ST JOHNS, FL 32092
PHONE (904) 800-6248
LICENSED PROFESSIONAL FLORIDA BUSINESS #6998

Attachment "B"

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.

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 0.16 ACRES; LOCATED AT THE NORTH END OF FLAGLER CROSSING DRIVE AND WEST OF SAN SEBASTIAN VIEW; AS PORTIONS OF THE FRANCIS J. FATIO OR DELESPINE GRANT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 0.16 ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL MEDIUM DENSITY TO COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

   This ordinance changes the land use on a private piece of property.

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):**

   This ordinance changes the land use on a private piece of property.

Planning and Zoning Board (PZB)

November 4, 2025, Staff Report

Planning and Zoning Board

Planning Division Staff Report
Planning and Building Department

Public Hearing Date	Agenda Item	Application Number
November 4, 2025	7.a	PZB2025-0081
Request	**Address**	**Parcel ID**
Land Use Plan Amendment, Rezoning, Use by Exception and Conservation Overlay Zone Development	725 Flagler Crossing Drive	084560-0010 [LINK TO ST. JOHNS COUNTY PROPERTY APPRAISER'S WEBSITE]

Site & Background Information

Applicant:	Andre Green c/o San Sebastian Dog and Bog
Owner:	Flagler Multifamily LLC
Property Class: (St. Johns County Property Appraiser)	0300 – Multi-Family (10+ Units)
Future Land Use Designation:	Residential Medium Density (Ordinance No. 2022-03)
Zoning Designation:	Residential General-One: RG-1 (Ordinance No. 2022-04) [LINK TO CODE SECTION]
Acreage:	0.16 (approximately 7,000 square feet)
Neighborhood:	N/A
Archaeological Zone:	N/A

Request Summary

This application stems from the applicant's proposal to develop a dog park and café business located along San Sebastian View on the northern portion of the property at 725 Flagler Crossing Drive / PID 084560-0010. In order for this proposal to comply with city requirements there are a few items that cannot be approved at the staff level. Those items that warrant an application to, and review by, the Planning and Zoning Board (PZB) are listed below.

1. Request to recommend an amendment to the city's land use plan map to change the future land use designation from Residential Medium Density to Commercial Low Intensity to the City Commission.
2. Request to recommend a rezoning from Residential General-One: RG-1 to a compatible Commercial Low-One: CL-1 zoning designation to the City Commission.
3. Request to approve a use by exception of off-site parking within four hundred (400) feet. While the proposed parking facility is located on-site, it is outside of the city limits of St. Augustine.
4. Request to approve the sale of alcoholic beverages with alcoholic content not more than fourteen (14) percent for consumption, either on the premises or off the premises, a use by exception within the CL-1 zoning district.
5. Request to approve development within Conservation Overlay Zones 1 and 2 including the construction of a bulkhead and removal of significant tree canopy.

This property is unique in that only a small portion is located within the city limits of St. Augustine with the remaining area outside of the city limits and under the jurisdiction of St. Johns County.

Positive recommendations and approvals of the requests noted above by the PZB would allow the applicant to move forward and seek final approvals from the City of St. Augustine City Commission.

Staff Analysis of Request and Consistency with the City of St. Augustine's Comprehensive Plan 2040

Goal, Policy, or Objective	Staff Analysis
Future Land Use Element [LINK TO DOCUMENT]	
Policy 1.1.4 It is the intent of the City of St. Augustine to ensure that adequate open space is provided through the following: • active or passive recreation sites; • landscaped buffers; • protected natural resource lands; • protected environmentally sensitive lands; • areas devoted to drainage and stormwater retention; and • landscaping requirements.	The Board is required to review the applicant's provision of open space included with this proposal to determine its consistency with this city policy.

Policy 1.2.1 The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required: • Limitations on development density and intensity; • Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site; • Limitations on building coverage or impervious surface coverage; • Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; • Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources; • Minimize land use conflicts; • Achieve flexibility, efficiency, and cost reduction in the provision of services and infrastructure; and • Reduce natural hazard risks to life and property.	The Board may utilize these city policies as guidance on how best to accomplish the protection of natural resources.
Policy 1.2.2 The City's determination of the degree of natural resource protection required shall be part of the development application and review process based on the programs outlined in the Comprehensive Plan and adopted in the land development code (LDC) and may result in conditions on development approvals.	
Policy 2.1.3 The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently and reduce urban sprawl.	This proposal **is consistent** with the city's policy to reduce urban sprawl by encouraging the development of underdeveloped pockets and enclaves within developed areas.
Policy 2.2.1 The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as, compact and contiguous developments within the City of St. Augustine.	This proposal **is consistent** with the city's land use plan policy to prioritize infill and redevelopment.
Policy 6.4.4 Residential Medium Density This district is intended to apply to those neighborhoods designated for single and multiple-family dwellings and uses, as well as those nonresidential uses compatible and complementary	The Residential Medium Density future land use designation is the **current designation** for the subject property.

with medium density residential uses, so as to create and maintain a diverse medium intensity residential character. A maximum of thirty percent (30%) of the Residential Medium Density land use designation shall be allocated for nonresidential uses. Nonresidential uses shall be limited to low intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation), as appropriate. For Residential Uses a maximum of 16 units per acre; public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use.	
Policy 6.5.1 Commercial Low Intensity This district is intended to apply to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales and service-related uses intended to serve the local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses. Residential Uses Single or multi-family uses to a maximum of 16 dwelling units per acre. • Not more than fifty percent (50%) of the Commercial Low Intensity designation shall be permitted for residential use. Other uses Maximum lot coverage of 60%; maximum height restriction of 35 feet. To encourage mixed use developments: • Residential uses included in mixed use developments shall occupy a minimum of 20% and a maximum of 40% of the development area, unless otherwise approved by the PZB. • Commercial uses included in a residential mixed-use development shall occupy a minimum of 40% and a maximum of 60% of the development area, unless otherwise approved by the PZB. • Mixed use commercial projects are encouraged.	The Commercial Low Intensity future land use designation is the **requested designation** for the subject property. The proposed dog park and café **appears to be consistent** with the intent of applying to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods.

Historic Preservation Element [LINK TO DOCUMENT]	
Conservation and Coastal Management Element [LINK TO DOCUMENT]	
Policy 2.16.13 Development and redevelopment in the City shall utilize strategies, site development techniques, engineering solutions, and best practices to reduce the flood risk and losses due to flooding in the City, including but not limited to: 1. Green street techniques to divert, capture or absorb water in a way to reduce flood impacts on private property, including, but not limited to street trees, landscaped areas and vegetative curb extensions, bioswales, vernacular streetscapes, and roadway redesign; 2. Hybrid stormwater master plan to integrate a combination of green and gray infrastructure, including but not limited to bioretention, increasing pipe capacity, stormwater parks, rain garden/bioswales, pumps, and water flow diversion strategies; 3. Underground utilities in vulnerable and feasible areas; 4. Assess parking standards and redesign parking lots with greater water capture techniques; 5. Comprehensive planning; 6. Land development regulations; 7. Increases of setback lines; 8. Natural shoreline restoration; 9. Permeable pavement; 10. Dry and wet flood proofing of structures; and 11. Green/open space.	To adequately address potentially relevant flood risks and losses due to flooding the Board should consider utilizing the strategies, site development techniques, engineering solutions, and best practices included in this city policy.
Recreation and Open Space Element [LINK TO DOCUMENT]	
Transportation and Mobility Element [LINK TO DOCUMENT]	
Housing Element [LINK TO DOCUMENT]	
Infrastructure Element [LINK TO DOCUMENT]	

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

Sec. 28-2. – Definitions. [LINK TO CODE SECTION]

Amenity means a natural, historic or manmade feature which enhances or makes more attractive or satisfying a particular property.

Bar, cocktail lounge, saloon or *tavern* means any establishment in the business of retailing and on-premises drinking of malt, vinous or other alcoholic beverages, or any place, regardless of its underlying state licensing or marketing nomenclature where alcoholic beverages are obtainable for sale and consumption on the premises, except for temporary alcohol permit locations, permitted special event venues, government and military services or events, or a restaurant where alcohol is sold and consumed on-premises; provided, however, that there shall be excluded from such definition any such establishment which suffers or permits:

(1) Any female person, while on the premises of such establishment, to exposure to the public view that area of the human female breast at or below the areola thereof;
(2) Any female person, while on the premises of such establishment, to employ any device or covering which is intended to give the appearance of or simulate such portions of the human female breast as described in subsection (1) above;
(3) Any person, while on the premises of such establishment, to expose to public view his or her genitals, pubic area, buttocks, anus or anal cleft or cleavage; and provide further that such establishments shall hereinafter be referred to as "special cabarets."

Conservation zone development means any construction or related activity which requires a permit from a city department, and/or any use permitted by exception, physically located or taking place within a conservation zone.

Conservation Zone 1 comprises the most environmentally sensitive and valuable natural resources within the city. It includes all beaches, shores and dunes up to the state's coastal construction control line (F.S. ch. 161), all wetlands within the state's wetlands jurisdiction line (F.S. ch. 403), and all habitat areas for species recognized as endangered, threatened, of special concern, or unique by federal, state and local agencies. This zone includes the estuarine/riverine environments created by the San Sebastian and Matanzas Rivers and their tributaries.

Conservation Zone 2 is the transition zone or buffer area between Zone 1 and Zone 3. The primary purpose of Zone 2 is to protect the functional integrity of Zone 1 and to protect Zone 3 from extreme high water conditions.

Developable land means all of a parcel of land except lands lying within proposed public rights-of-way; marshlands, swamps, floodplains or other environmentally sensitive lands where local, state or federal regulations otherwise prohibit development; and bodies of water such as ponds, lakes and reservoirs, either natural or manmade.

Drainage means the removal of surface water or groundwater from land by drains, grading, or other means. Drainage includes the control of runoff to minimize erosion and sedimentation during and after development and includes the means necessary for water supply preservation or prevention or alleviation of flooding.

Exception means a use that would not be appropriate generally or without restriction throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as exceptions, if specific provision for such exception is made in the district regulations of this chapter.

Floodplain means either riverine or inland depressional areas. Riverine floodplains are those areas contiguous with a lake, stream, or stream bed whose elevation is greater than the normal waterpool elevation but equal to or lower than the projected one-hundred-year flood elevation. Inland depressional floodplains are floodplains not associated with a stream system but which are low points to which surrounding lands drain.

Impervious surface means those surfaces which do not absorb water. They consist of all buildings, parking areas, driveways, roads, sidewalks, any areas of concrete or asphalt and other surfaces not pervious to water. Including any hard surface that prevents or restricts the flow of water into the soil.

Impervious surface ratio means a measure of the intensity of land use which is determined by dividing the total area of all impervious surfaces on a site by gross site or lot area.

Neighborhood recreational facility means a facility designed and equipped for the conduct of sports, leisure-time activities and other customary and usual recreational activities intended for use primarily by the residents of the neighborhood it serves.

Pedestrian connectivity shall mean the ability of people to walk from place to place on sidewalks, multi-use paths, pervious paths, greenway system or other type of pedestrian walkway.

Wetland means an area where standing water is retained for a portion of the year and/or unique vegetation has adapted to the area.

Request for a Positive Recommendation of Land Use Plan Map Amendment and Rezoning

Based on Sec. 28-30 of the City's Code, the land use plan and land use map established by the comprehensive plan may also be amended and the zoning atlas may from time to time be revised by the rezoning of land as provided in this section. [LINK TO CODE SECTION]

Proposals to amend the city's zoning atlas shall be submitted in writing, accompanied by all pertinent information which may be required for proper consideration of the matter. The PZB is required to review these types of requests and provide a report and recommendations to the city commission. At a minimum, the PZB shall show that they studied and considered

1. The need and justification for the change,
   The need is that the proposed commercial use is not an allowable use under the current RG-1 zoning designation.
2. The relationship of the proposed amendment and rezoning to the city's general planning program and such comprehensive plans, and
3. Consistency with the comprehensive plan.
   Staff analysis is included previously in this staff report.

Below is a table comparing the Commercial low-one: CL-1 zoning district, the requested zoning designation of this application, and the Residential General-One: RG-1 zoning district, the current zoning designation of the subject property.

Northern portion of 725 Flagler Crossing Drive / PID 084560-0010 zoned as RG-1	**Northern portion of 725 Flagler Crossing Drive / PID 084560-0010 zoned as CL-1**
Uses	
Permitted uses and structures: - Single-family dwellings, multiple-family dwellings, housing for the elderly, roominghouses and boardinghouses, tourist	Permitted uses and structures: - Retail outlets such as specialty food stores and drugs (but not supermarkets); clothing, hardware, toy and hobby shops; pet shops (but not kennel or

homes and bed and breakfast inns, neighborhood recreational facility, accessory apartments, home-based business. Permissible uses by exception: - See section 28-347, special event venue as per section 28-347(8) only allowed as an accessory use to a principal use, hospitals and medical clinics, medical and dental offices, and intermediate care facilities, professional offices, such as accountant, architect, attorney, engineer, land surveyor, optometrist and similar uses, business offices, such as real estate broker, insurance agent, stockbroker, manufacturer's agent and similar uses, radio or television broadcasting office. marinas, including food service incident to operation of a marina, hotels and motels with or without kitchenettes (maximum thirty (30) units), restaurants and/or bars in connection with hotels or motels, with a maximum of three (3) seats per hotel or motel unit, hair salons, barbershops, interior decorators, photographic and art studios, and dance and music studios, mobile food dispensing vehicle as per section 28-347(9).	veterinarian); bookstore and newsstand; stationery and card shops; leather goods and luggage; jewelry (including repair but not pawn shops); art and photographic supplies; TV and stereo equipment (including incidental repairs); florist or gift shop; bake shop (but not wholesale bakery); sporting goods; sundries and notions; business office supplies; musical instruments, records and tapes; and similar products, service establishments such as hair salons, shoe repair shop, restaurant (up to one hundred (100) seats, but not drive-in or fast food), interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to normal senses from off the premises and similar activities, tourist homes and bed and breakfast inns, all types of professional and business offices, churches (except temporary revival establishments), libraries and museums, single-family dwellings as for RG-1 (section 28-163), multiple-family housing, rooming and boarding houses, housing for the elderly, antique shops, stables, provided, however, that property shall have been utilized as of the date of the adoption of this subsection [December 23, 1991,] as a stable for more than two (2) years preceding such adoption, and no other, tattoo parlor or studio, the above uses are subject to the following limitations: sale, display, preparation and storage to be conducted within a completely enclosed building, and no more than twenty (20) percent of floor space to be devoted to storage, products to be sold only at retail, and no sale, display or storage of secondhand merchandise except as incidental to sale of new merchandise, home-based business, mobile food dispensing vehicle as per section 28-347(9). Permitted accessory uses and structures: - See section 28-348, parking lots complying with section 28-347(3).

	Permissible uses by exception: - Hotel/motel, maximum of thirty (30) units, plant nursery, sale of alcoholic beverages with alcoholic content not more than fourteen (14) percent for consumption, either on the premises or off the premises, wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises, medical/dental clinic, intermediate care facility, uses and structures as for RG-1 (section 28-163), indoor movie theatres, commercial recreational or entertainment facilities in completely enclosed building such as billiard parlor, bowling alley, swimming pool, skating rink, dance hall and similar uses, building trades contractor not requiring outside storage, nor the use of any vehicle in excess of one-ton capacity, nor any machinery, ditching machines, tractors, bulldozers or other heavy construction equipment, micropigmentation clinic, craft alcohol industry, limited to alcohol by volume (ABV) not to exceed fourteen (14) percent, such as but not limited to, beer and wine. Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises.
Minimum lot requirements (width and area)	
Single-family dwellings: - Minimum lot width, fifty (50) feet. - Minimum lot area, five thousand four hundred fifty (5,450) square feet. Multiple-family dwellings: - Minimum lot width, fifty (50) feet. - Minimum lot area, seven thousand two hundred fifty (7,250) square feet for the first two (2) units and one thousand seven hundred fifty (1,750) square feet for each additional unit to a maximum of sixteen (16) units per acre. Nonresidential uses: - Minimum lot width, fifty (50) feet.	None, except as needed to meet other requirements specified herein.

- Minimum lot area, five thousand four hundred fifty (5,450) square feet.	
Minimum yard setback requirements	
Residential uses: - Front, fifteen (15) feet. - Side, ten (10) feet. - Rear, ten (10) feet. Nonresidential uses: - Front, fifteen (15) feet. - Side, ten (10) feet. - Rear, ten (10) feet.	All uses, except single-family dwellings: - Front. Ten (10) feet minimum, fifteen (15) feet maximum; except where lot width is less than one hundred (100) feet and buildings (if any) on adjacent lots have provided a lesser front yard, front yard shall be average of buildings on adjacent lots. Buildings must front an arterial road if the property is located along an arterial, and front two (2) arterial roads if the property is located adjacent to two (2) or more arterial roads. The front yard requirement shall be measured from the property line to the building, excluding awnings, portes cochere, balconies, porches, canopies, or other non-occupied appendages. - Side. Ten (10) feet. - Rear. Ten (10) feet.
Maximum lot coverage by all buildings	
Thirty-five (35) percent.	Fifty (50) percent.
Maximum height of structures	
Thirty-five (35) feet.	Thirty-five (35) feet.

Request for Approval of Uses by Exception for the Sale of Alcoholic Beverages & Off-site Parking

Based on Sec. 28-371 of the City's Code, a required off-street parking and loading facility shall be located on the same lot or parcel of land it is intended to serve. **However, an off-street parking and loading facility within four hundred (400) feet of the premises may be allowed as a permitted use by exception.** The PZB may grant an exception when practical difficulties prevent the placing of all or part of the facility on the premises they are designated to serve. The board shall review the proposal for impact upon pedestrian and vehicular traffic patterns and user safety, impact upon surrounding properties from noise, glare, visual quality, nuisance and traffic generation. [LINK TO CODE SECTION]

Based on Sec. 28-206(3)c. of the City's Code, the sale of alcoholic beverages with alcoholic content not more than fourteen (14) percent for consumption, either on the premises or off the premises, is a **permissible use by exception** within the CL-1 zoning district which requires PZB review.

Sec. 28-29. - Zoning exceptions, variances and appeals.

(a) *Zoning exceptions:*

(1) *In general.* In the granting of zoning exceptions, the planning and zoning board may provide such conditions and safeguards as may be appropriate of this chapter (see section 28-2, Exception).

(2) *Written applications.* All applications for an exception under this chapter shall be in writing in such form as may be prescribed by the board.

(3) *Public hearing.* Unless a longer time shall be agreed upon by the applicant and the board in the particular case, a public hearing shall be held by the board to consider any application for a zoning exception within not more than thirty (30) days from the date of filing of the completed application. Notice of public hearing shall be made as provided in section 28-59(a) and (b), and any party shall be heard in person or by agent or attorney.

(4) *Violations of exceptions.* The violation of the terms of an exception, including any conditions and safeguards which may be made a part thereof, shall be deemed a violation of this chapter and punishable as provided in this chapter.

Request for Approval of Development within Conservation Overlay Zones 1 & 2

Based on Sec. 11-28(a) of the City's Code, the PZB shall review all applications for development in Conservation Overlay Zone 1; all applications for development in Conservation Overlay Zone 2, except as specified in subsection (b). Such approval by the PZB shall be after a public hearing as required by chapter 28. [LINK TO CODE SECTION]

Based on Sec. 11-29(c) of the City's Code, the following information shall be provided and applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria. Text in **BOLD** are the applicant's responses.

(1) Site specific conditions.
The site is currently an undeveloped and previously impacted site from the construction of a retention pond. The site is currently part of the Adjacent multi-family project, has a drainage easement into the existing stormwater facility and is bordered to the west by San Sebastian View Road. The property is bordered to the east by the salt marsh of the San Sebastian River where the owner has already placed more than 100 acres in conservation.

(2) The site's relationship to adjacent properties including parcel and existing grade elevations which may include a lot grading plan, bodies of water and surrounding conservation zones.

(3) Natural and proposed drainage patterns.
The site currently drains into the salt marsh and the drainage will be routed to the adjacent pond through an existing drainage easement and permitted by the St. Johns Water management District.

(4) Effect of point and nonpoint discharge in the marine environment.
The site development and design will now be routed to the adjacent pond and the effect on the marine environment should be better than its current existing condition.

(5) Proposed soil stabilization and erosion control methods.
Stabilization will be sod and seeding of graded areas. Erosion control will be silt fence and inlet protection.

(6) Impact on floodplain including general impacts related to flood management or fill.
There will be no net impact on the floodplain, we are permitting this with St Johns County.

(7) Impact of development on vegetative and animal communities.
Site visit.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.
No storage of pollutants or use of poisonous chemicals or materials are proposed.

(9) Effect of shade on vegetation and shellfish.
Site visit.

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.
Not applicable.

(11) Impact of development on shoreline by linear feet and percent of site.
Not applicable.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.
No currently Scenic Vistas are present and non will be impacted.

(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.
The development on the site has been limited to allow for preservation of native vegetation and trees on the northern uplands of the property.
In order to screen the improvements from the roadway native shade trees, grasses and woody shrubs have been proposed as a buffer. To transition back to the native landscape a blend of sycamores, bald cypress and muhly grass are proposed on the western side of the development with some Florida friendly accent plants added to create continuity throughout the project.

(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.
Site visit.

(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)
Project has been submitted to SJRWMD for permitting.

(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.
Not Applicable.

(17) Specific conditions applicable to docks **are not applicable to this application**.

Staff Recommendation

Based on a review of Sec. 28-30 staff finds that the Board may make **POSITIVE RECOMMENDATIONS** to the city commission to both amend the city's land use plan map from Residential Medium Density to Commercial Low Intensity and rezone the property from Residential General-One: RG-1 to Commercial Low-One: CL-1.

The required Board report as part of a potential positive recommendation could include that the Board has studied and considered:

(1) The need and justification for the change stems from the fact that the proposed commercial use is not permitted within the RG-1 zoning district, the current zoning designation of the property.
(2) The positive relationship of the proposed amendment and rezoning to the city's general planning program.
(3) These requests' and proposal's consistency with the comprehensive plan as analyzed, documented, and found above in this report.

Based on a review of Sec. 28-2 staff finds that the Board may **APPROVE** the use by exception request for off-site parking within four hundred (400) feet contingent upon the adoption of the land use and rezoning.

Based on a review of Sec. 28-2 staff finds that the Board may **APPROVE** the use by exception request for the sale of alcoholic beverages with alcoholic content not more than fourteen (14) percent for consumption, either on the premises or off the premises, which is contingent upon the City Commission approving the rezoning from RG-1 to CL-1.

Review of Sec. 11-29 is the responsibility of the PZB for the proposed development within Conservation Overlay Zones 1 & 2. This application includes requests to construct a new bulkhead and remove significant tree canopy for the northern portion of the property at 725 Flagler Crossing Drive / PID 084660-0010.

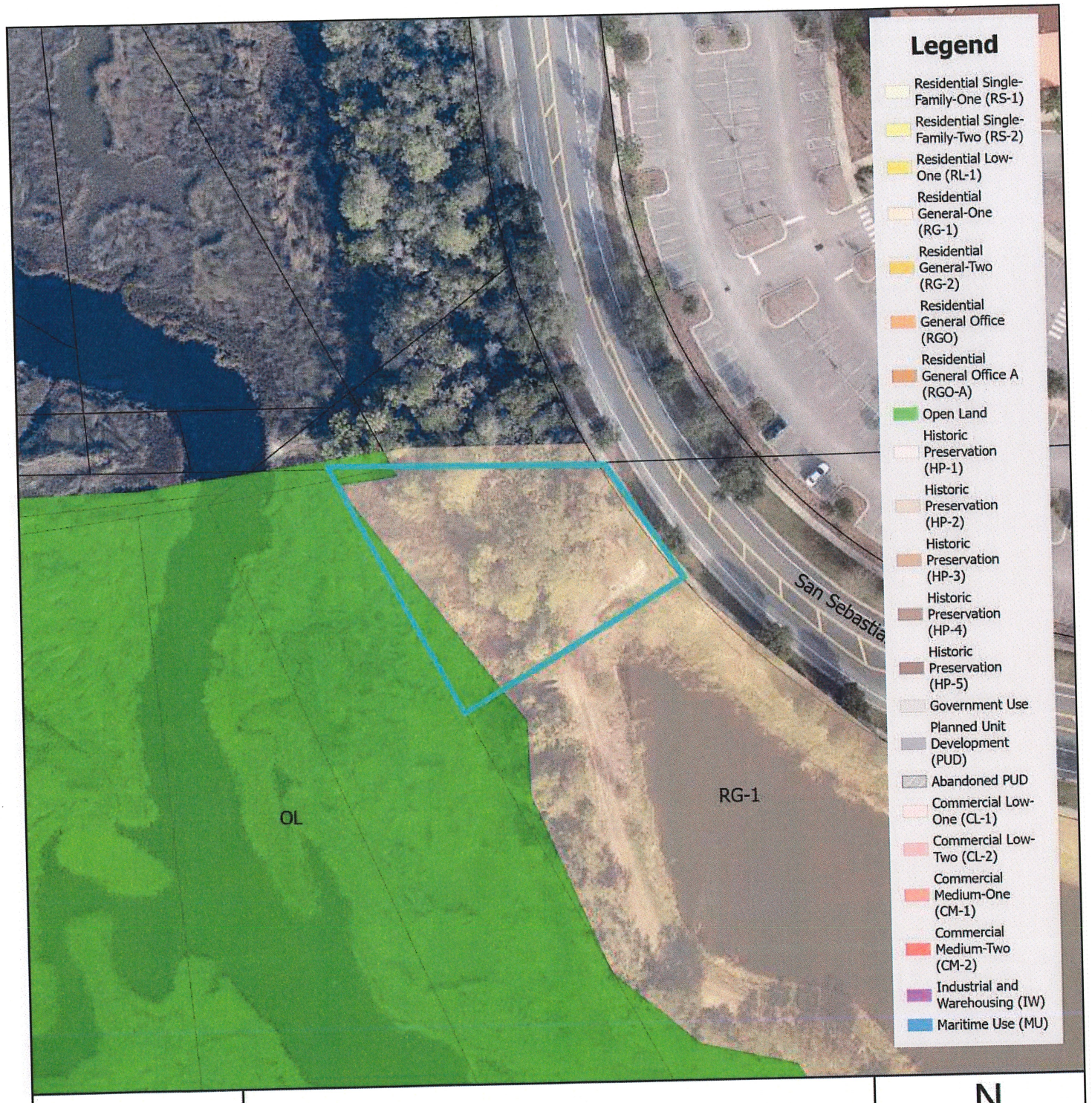
Attachments

1. Site Maps & Photos
2. Application
3. St. Johns County Property Appraiser Report
4. Survey & Boundary Description
5. Proposed Site Plan
6. St. Johns County Order Granting Special Use Approval
7. Applicant's Responses to the 17 Criteria of Sec. 11-29
8. Applicant's Arboriculture Report

Staff Report prepared by:

Jacob Fredriksson
Planning Manager
Planning and Building Department

Attachment 1:
Site Maps & Photos



Zoning Map

N

0 0.17 0.35 Miles

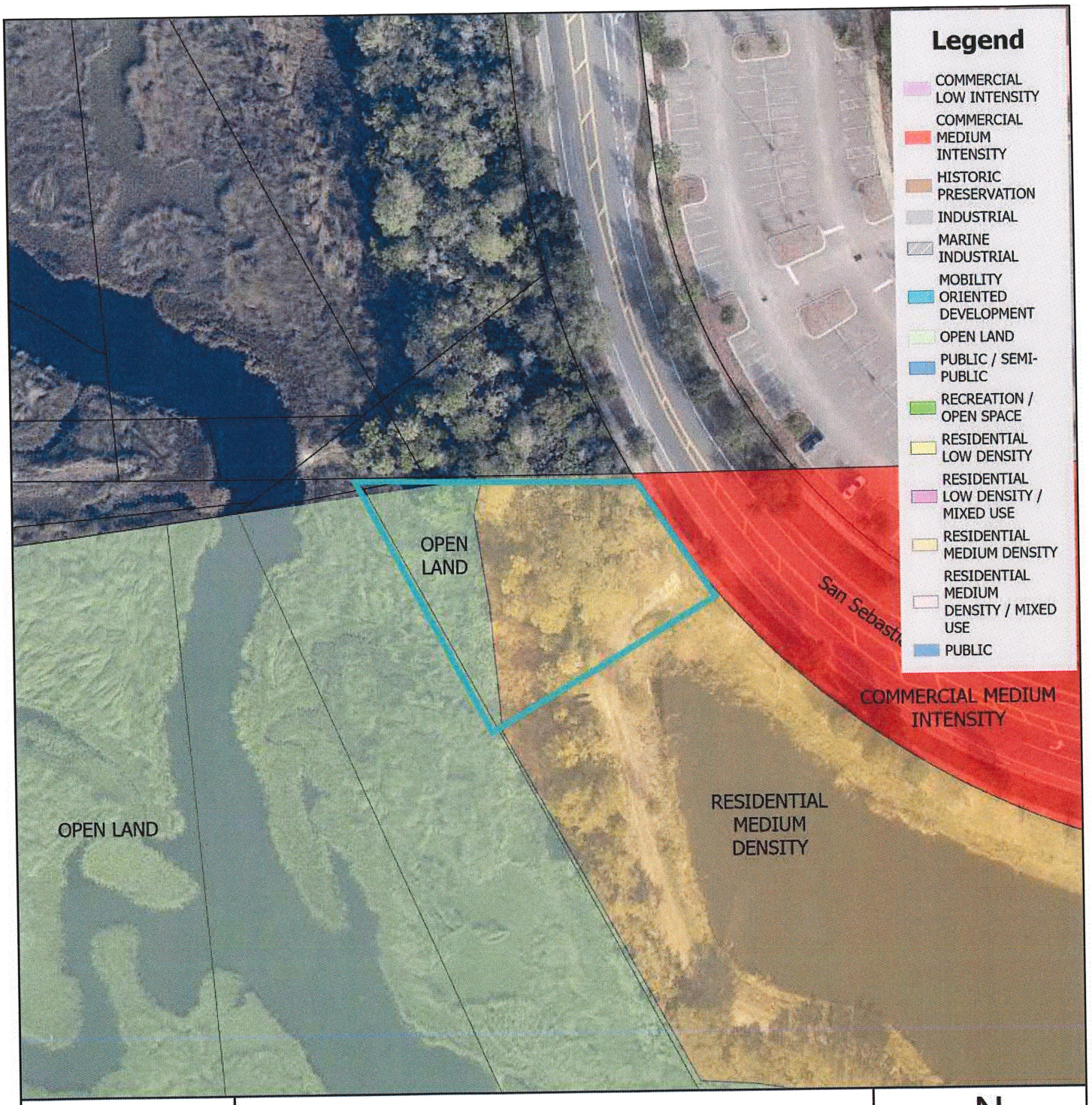
0 1,250 2,500 Feet

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

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

2025

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Future Land Use Map

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

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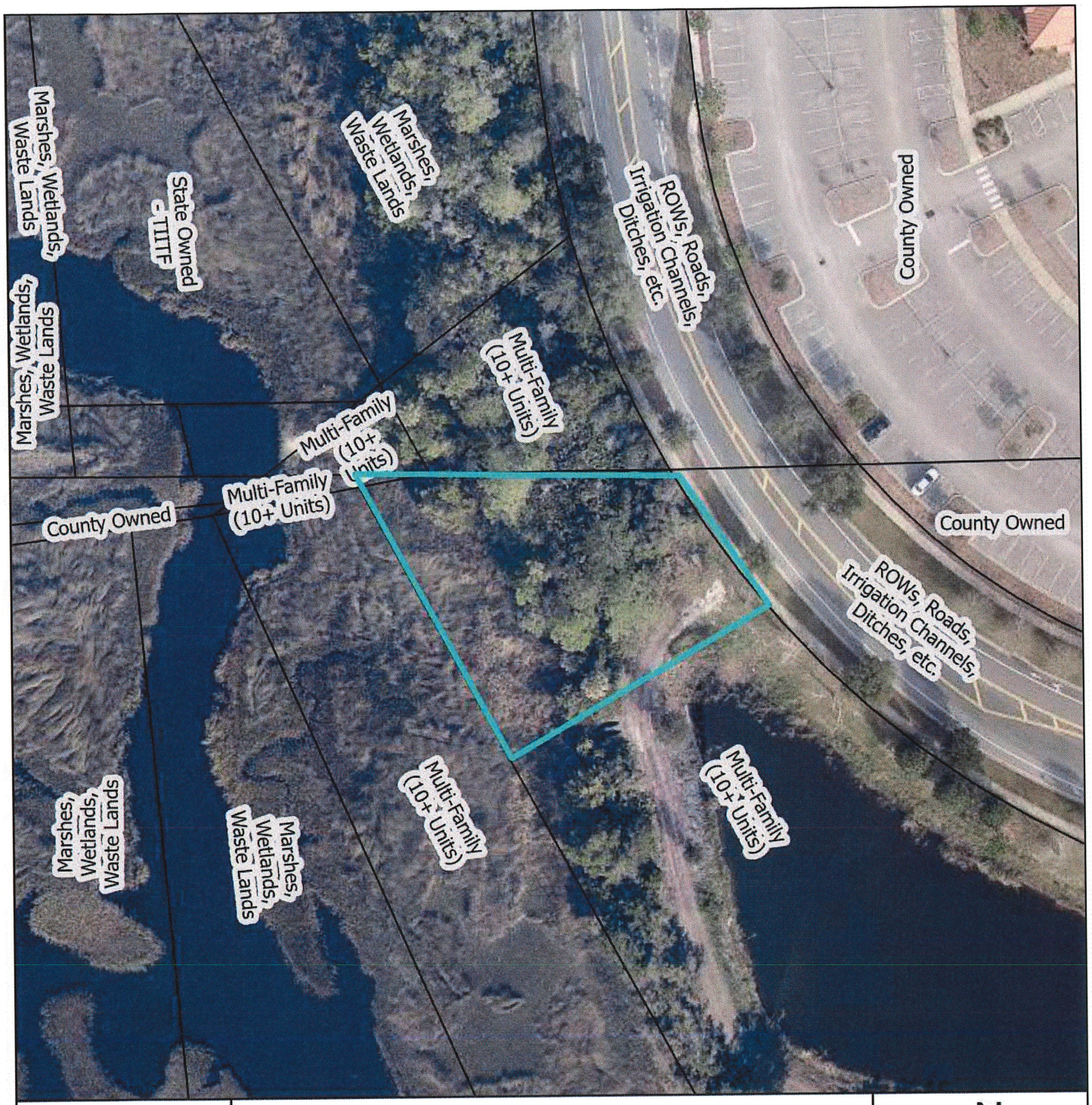
2025

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



St. Johns County Property Appraiser
Use Classification Map

N

0 0.01 0.01 Miles

0 40 80 Feet

City of St. Augustine
Planning, Zoning, & Building Department
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2025

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

725 Flagler Crossing Drive / PID 084560-0010





FEMA Flood Zone Map

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

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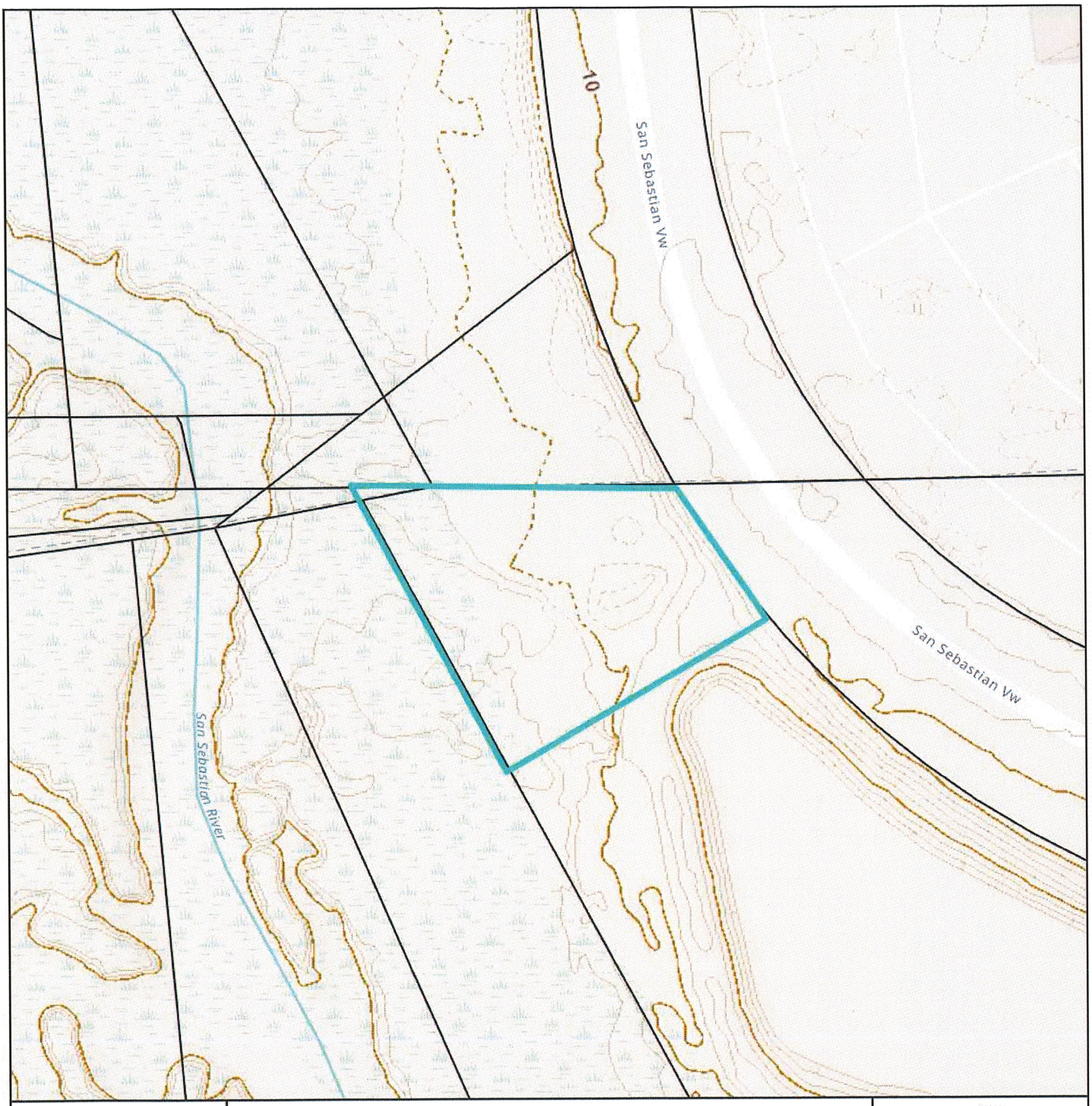
2025

N

0 0.17 0.35 Miles

Feet
0 1,250 2,500

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Elevation Map

N

0 0.01 0.01 Miles

0 40 80 Feet

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

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2025

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

Attachment 2:
Application

CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

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

Receipt Number:_____ Meeting Date:_____

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

1. NAME OF APPLICANT: Andre Green Contact Number: 904.386.3826
   Business *(if applicable)*: San Sebastian Dog and Bog
   Address: 1000 Riverside Ave STE 600 City: Jacksonville State: FL Zip: 32204
   E-Mail Address: agreen@cornerlotdevelopment.com
2. NAME OF PROPERTY OWNER: George Leone Contact Number: 904.386.3826
   Business *(if applicable)*: Flagler Multifamily LLC
   Address: 1000 Riverside Ave STE 600 City: Jacksonville State: FL Zip: 32204
   E-Mail Address: agreen@cornerlotdevelopment.com
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
   Lot: See attached sketch and legal Block:_____
   Subdivision:_____ Parcel Number: a portion of 84560-0010
4. PROJECT STREET ADDRESS: San Sebastian View
5. SPECIFIC PROPOSED USE: Cafe
6. ACTION REQUESTED:
   - ☐ Conservation Zone Development
   - ☐ Exception
   - ☐ Variance
   - ☐ Other: _____
   - ☐ Appeal of Staff Determination
   - ☐ Land Use Plan Amendment
   - ☒ Rezoning
7. DESCRIPTION OF ACTION REQUESTED: See attached
8. JUSTIFICATION FOR ACTION REQUESTED: See attached

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

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

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

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

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

10. PREVIOUS APPPLICATIONS:
Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?
☐ Yes ☒ No If yes, please give date and final disposition below.

_____

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

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

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

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

Signature of Applicant — Date: 10/03/2025

Signature of Property Owner — Date: 10/03/2025

04/18/2019

CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER

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

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

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

Andre Green

Print name of applicant

Signature of applicant

10/23/2025

Date

10/31/17

CITY OF
ST AUGUSTINE.
EST. 1565

Owner's Authorization For Agent

Andre Green is/are hereby authorized TO ACT ON BEHALF OF Flagler Multifamily LLC, the owner(s) of those lands described within ☒ the attached application, or ☐ described within the previously filed Application number: _____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning & Zoning Board, located at: 75 King Street St. Augustine, FL 32084

BY: _____
Signature of Owner

George Leone
Print Name of Owner

904.386.3826
Telephone Number

State of Fl

County of DUVAL

Signed and sworn before me on this 3 day of October, 2025

By George Leone

Identification verified:

Oath sworn: ✓ Yes ____ No

Notary Signature: Tiffany Gayton

My Commission expires: 12.26.26

Rev:022117

NOTARY PUBLIC STATE OF FLORIDA
TIFFANY GAYTON
Commission # HH 305513
Expires December 26, 2026

PZB APPLICATION FEE SCHEDULE

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

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

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

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

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

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

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

Project Address: San Sebastian View

Applicant's Name: Andre Green Applicant's Signature: _____

Owner's Name: George Leone Owner's Signature: _____

7) DESCRIPTION OF ACTION REQUESTED:

- **Conservation Overlay Zone Development** – Requesting approval for limited **Conservation Overlay Zone 2** impacts. One (1) pine tree may be affected.
- **Exception for Parking** – Requesting a parking exception, as parking will be off-site within the **St. Johns County** portion of the unified development. See attached site plan.
- **Exception to Serve Alcohol** – Requesting an exception to serve alcohol. The Dog Park and Café will serve **beer and wine**; a **2COP** license will be applied for.
- **Land Use Plan Amendment** – Requesting to amend the land use of a defined portion of the subject property within the City of St. Augustine from **Residential Low Density** to **Commercial Low Intensity**, with a companion **rezoning from RG-1 to CL-1**.
- **Rezoning** – Requesting to rezone a defined portion of the subject property within the City of St. Augustine from **RG-1 to CL-1**.

8) JUSTIFICATION FOR ACTION REQUESTED:

The land use change and rezoning **apply only to the City portion** described by legal exhibit and are intended to harmonize City land use and zoning with the already-approved, interrelated use in St. Johns County. All development will comply with applicable City codes and standards. The request is **consistent with the Comprehensive Plan**, **compatible** with nearby residences, has **minimal traffic impacts** with **safe pedestrian connections**, and serves the **public interest** by creating an amenity and supporting local small business.

Approval of the request harmonizes City of St. Augustine land use and zoning with the **St. Johns County–approved dog park/café concept**, enabling a **low-intensity, ±1,300-SF neighborhood café** on the City side of the boundary. The café will be located at the northern end of the pond and will provide **controlled pedestrian access** to a fenced dog park situated immediately across the boundary in St. Johns County, for which the County has **approved a Special Use Permit**.

Attachment 3:

St. Johns County Property Appraiser Report

St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

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

Homestead Compliance

2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	0845600010
Location Address	725 FLAGLER CROSSING DR SAINT AUGUSTINE 32084-0000
Neighborhood	"New" Large (Class A) 3 Story Garden Apts. (COM) (205.55)
Tax Description*	1-2 PTS OF SEC 1-7-29 & 12-7-29 & 6-7-30 & 7-7-30 & 12-7-30 & 36-6-29 & 44-7-30 & 50-7-29 & 55-7-30 & 56-7-29 & 98-6-29 (EX PT IN OR5810/788) OR5404/86 *The Description above is not to be used on legal documents.
Property Use Code	Multi-Family (10+ Units) (0300)
Subdivision	N/A
Sec/Twp/Rng	1-7-29
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	127.660
Homestead	N

No Image Available

Owner Information

Owner Name	Flagler Multifamily LLC 100%
Mailing Address	725 FLAGLER CROSSING DR SAINT AUGUSTINE, FL 32084-0000

Exemption Information

Exemption Type	Status	Amount
FHFC Certified Multifamily Exemption		$17,040,835

Map



Valuation Information

	2025
Assessed Year	
Building Value	$0.00
Extra Features Value	$0.00
Total Land Value	$0.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	**$45,999,800.00**
Total Deferred	$0.00
Assessed Value	**$45,999,800.00**
Total Exemptions	$17,040,835.00
Taxable Value	**$28,958,965.00**

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2024	$0	$0	$0	$0
2023	$0	$0	$0	$0
2022	$0	$0	$0	$0

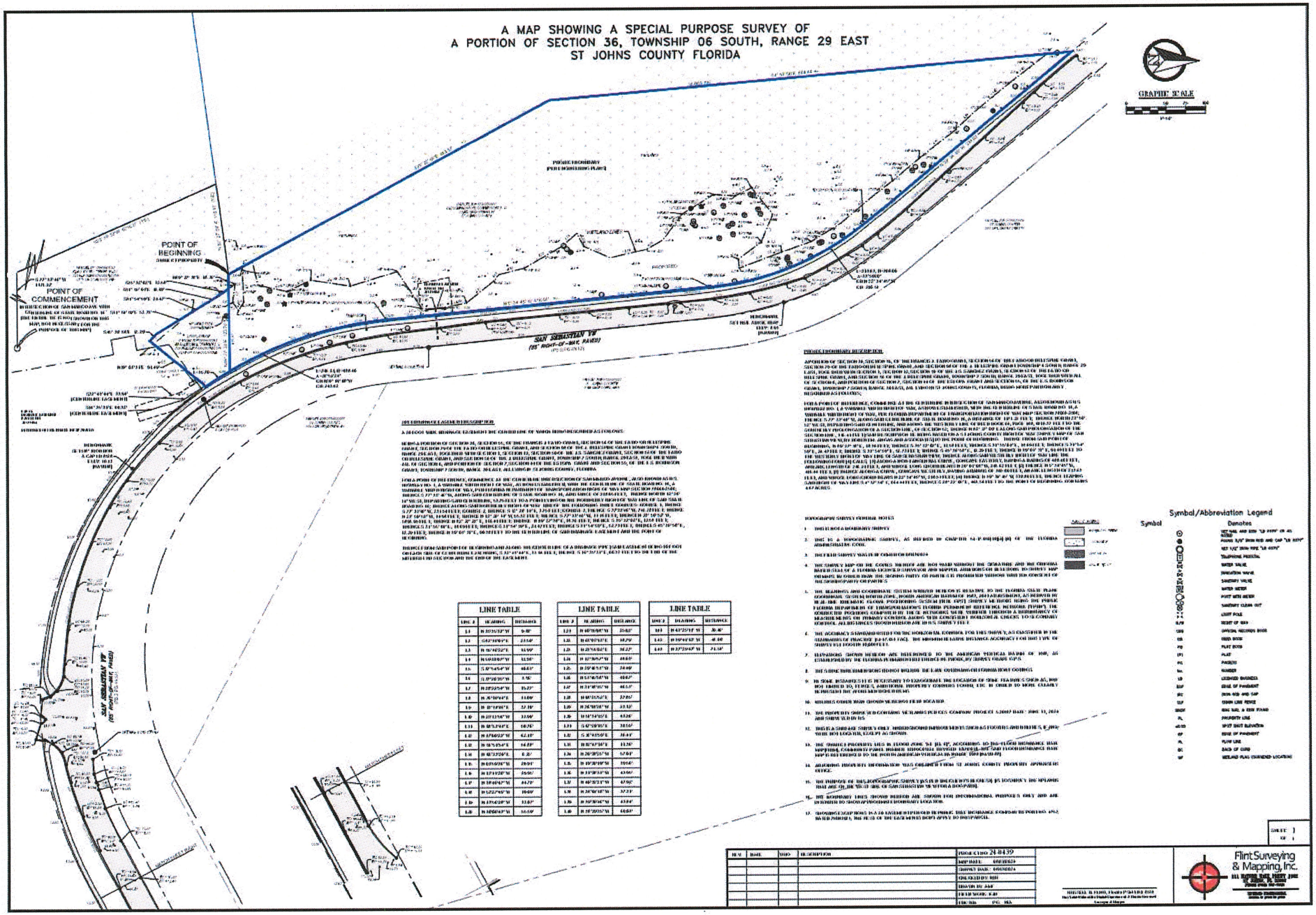
Building Information

Building	1
Building Value	Income approach used to derive value - building value unavailable
Year Built	2023
Actual Area	5245
Conditioned Area	4653
Use	Apartment Clubhouse
Style	04
Exterior Wall	Concrete Siding
Roof Cover	Composite Shingle
Roof Structure	Gable Hip
Interior Flooring	Hardwood, Ceramic Tile, Vinyl Tile
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	
Baths	

Description	Square Footage
FINISHED CANOPY	480
BASE AREA	4653
FINISHED CANOPY	48
FINISHED CANOPY	64
Total SqFt	5245

Building	2
Building Value	Income approach used to derive value - building value unavailable
Year Built	2023
Actual Area	35794
Conditioned Area	30792
Use	Multi Family Class A Large Apts. <10yrs old
Style	03
Exterior Wall	Concrete Siding
Roof Cover	TPO Roofing
Roof Structure	Flat
Interior Flooring	Hardwood, Carpet
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	63
Baths	60

Attachment 4:
Survey & Boundary Description



PROJECT NO: 24-0439
MAP DATE: 08/08/25
SURVEY DATE: 08/08/24
CALCULATED BY: BH
DRAWN BY: AM
FIELD BOOK: X-81
FIELDS PG: 115

Flint Surveying & Mapping, Inc.

EXHIBIT A

PROJECT BOUNDARY DESCRIPTION

A PORTION OF SECTION 36, SECTION 55, OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT, SECTION 79 OF THE FATIO OR DELESPINE GRANT, AND SECTION 98 OF THE J. DELESPINE GRANT TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH SECTION 1, SECTION 12, SECTION 50 OF THE J.S. SANCHEZ GRANT, SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTION OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT AND SECTION 55, OF THE E.S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL LYING IN ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506; THENCE S 77° 33' 46" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12° 26' 14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE

ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE FOLLOWING THREE COURSES: COURSE 1, THENCE S 77° 33'46" W, 231.51 FEET; COURSE 2, THENCE S 12° 26' 14" E, 3.75 FEET; COURSE 3, THENCE S 77°33'46" W, 741.78 FEET; THENCE

N 23° 50' 52" W, 14.98 FEET; THENCE N 12° 26' 14" W, 55.32 FEET; THENCE S 77° 33' 46" W, 11.16 FEET; THENCE N 23° 50' 52" W,

5893.95 FEET; THENCE N 82° 27' 23" E, 116.41 FEET TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING, N 89° 27' 38" E, 18.36 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.69 FEET; THENCE S 31° 54' 59" E, 24.47

FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 03' 31" E, 91.49 FEET; THENCE ALONG

A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 488.58 FEET A DELTA ANGLE OF 28° 52' 24", AND WHOSE LONG CHORD BEARS N 20° 01' 08" W, 243.62 FEET; THENCE N 5° 33' 52" W, 411.84 FEET; THENCE ALONG A CURVE, CONCAVE WESTERLY, HAVING

A RADIUS OF 361.45 FEET, A DELTA ANGLE OF 33° 59' 20", AND WHOSE LONG CHORD BEARS N 21° 56' 41" W, 211.29 FEET; THENCE

N 39° 34' 33" W, 342.62 FEET; THENCE S 4° 57' 56" E, 664.44 FEET; THENCE S 28° 22' 06" E, 463.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.67 ACRES.

Attachment 5:
Proposed Site Plan

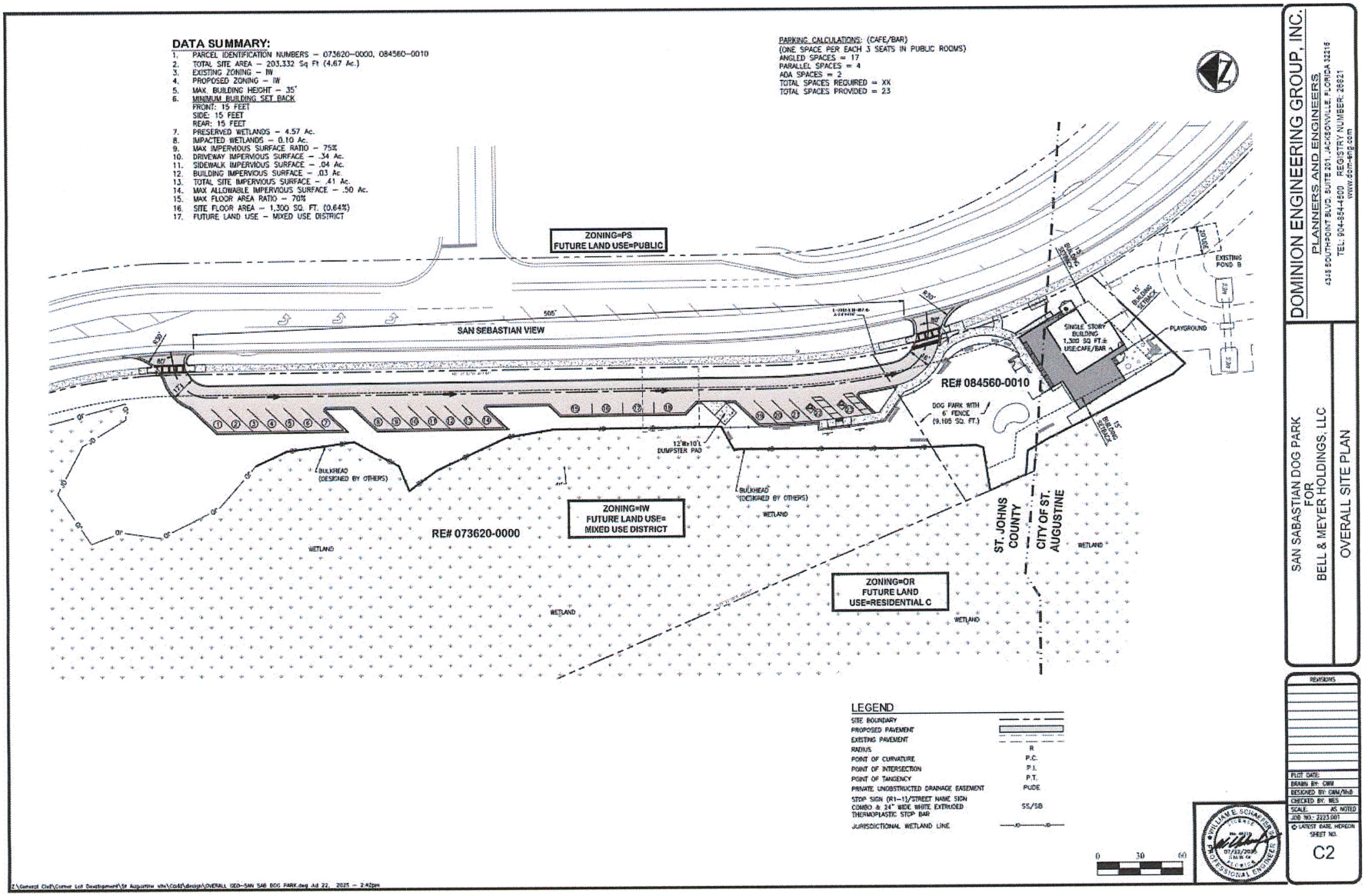
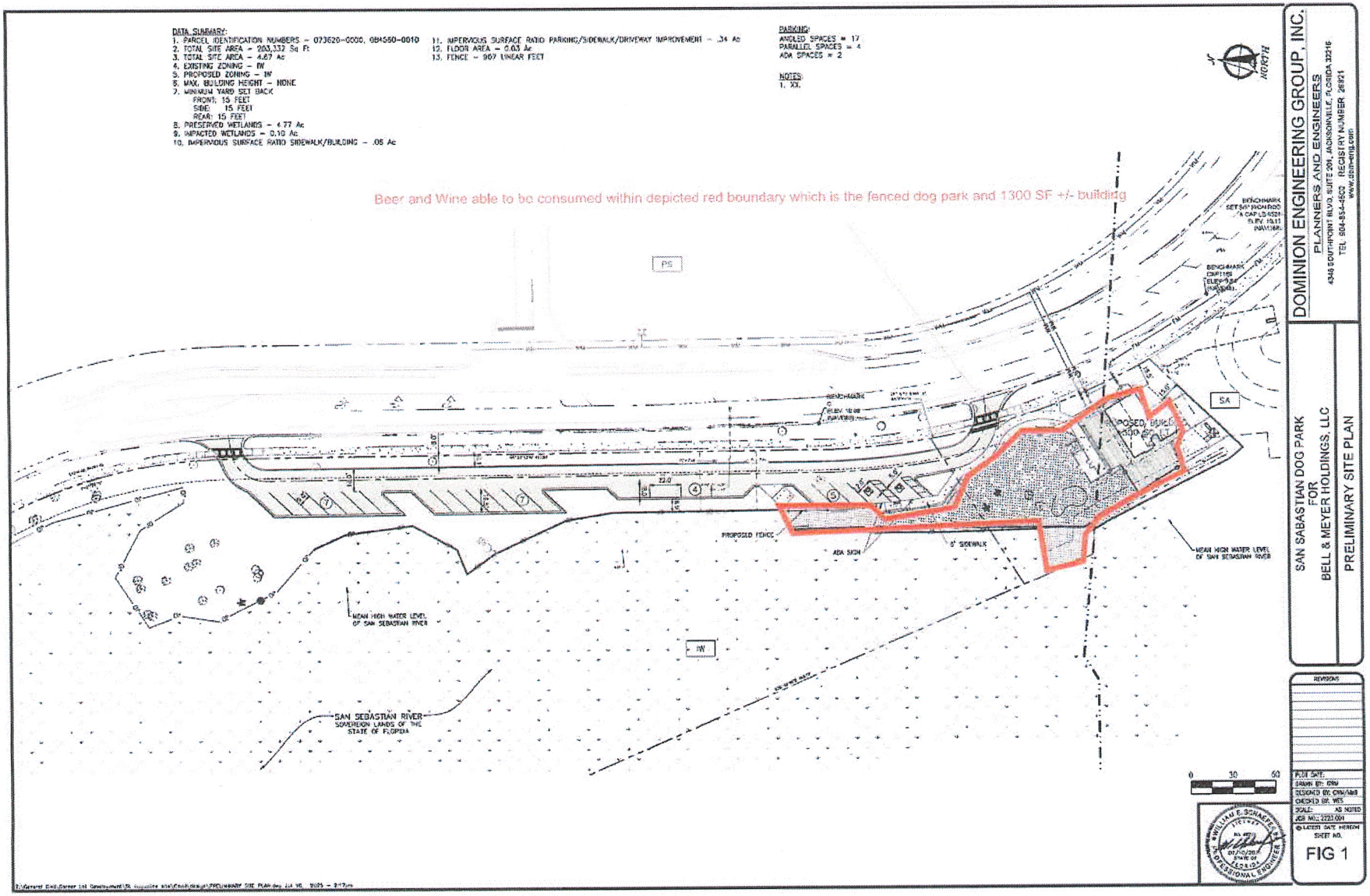
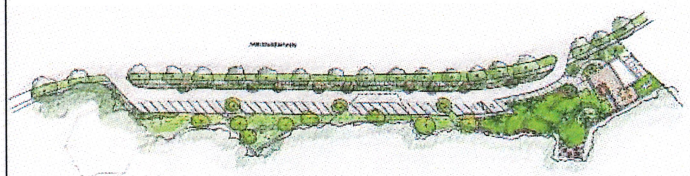

DATA SUMMARY:
1. PARCEL IDENTIFICATION NUMBERS – 073620-0000, 084560-0010
2. TOTAL SITE AREA – 203,332 Sq Ft (4.67 Ac.)
3. EXISTING ZONING – IW
4. PROPOSED ZONING – IW
5. MAX. BUILDING HEIGHT – 35'
6. MINIMUM BUILDING SET BACK
FRONT: 15 FEET
SIDE: 15 FEET
REAR: 15 FEET
7. PRESERVED WETLANDS – 4.57 Ac.
8. IMPACTED WETLANDS – 0.10 Ac.
9. MAX IMPERVIOUS SURFACE RATIO – 75%
10. DRIVEWAY IMPERVIOUS SURFACE – .34 Ac.
11. SIDEWALK IMPERVIOUS SURFACE – .04 Ac.
12. BUILDING IMPERVIOUS SURFACE – .03 Ac.
13. TOTAL SITE IMPERVIOUS SURFACE – .41 Ac.
14. MAX ALLOWABLE IMPERVIOUS SURFACE – .50 Ac.
15. MAX FLOOR AREA RATIO – 70%
16. SITE FLOOR AREA – 1,300 SQ. FT. (0.64%)
17. FUTURE LAND USE – MIXED USE DISTRICT
PARKING CALCULATIONS: (CAFE/BAR)
(ONE SPACE PER EACH 3 SEATS IN PUBLIC ROOMS)
ANGLED SPACES = 17
PARALLEL SPACES = 4
ADA SPACES = 2
TOTAL SPACES REQUIRED = XX
TOTAL SPACES PROVIDED = 23
ZONING=PS
FUTURE LAND USE=PUBLIC
SAN SEBASTIAN VIEW
505'
EXISTING POND B
15' BUILDING SETBACK
SINGLE STORY BUILDING 1,300 SQ FT.± USE:CAFE/BAR
PLAYGROUND
RE# 084560-0010
DOG PARK WITH 6' FENCE (9,105 SQ. FT.)
12'Wx10'L DUMPSTER PAD
BULKHEAD (DESIGNED BY OTHERS)
ZONING=IW
FUTURE LAND USE=
MIXED USE DISTRICT
RE# 073620-0000
WETLAND
ST. JOHNS COUNTY
CITY OF ST. AUGUSTINE
ZONING=OR
FUTURE LAND
USE=RESIDENTIAL C
LEGEND
SITE BOUNDARY
PROPOSED PAVEMENT
EXISTING PAVEMENT
RADIUS R
POINT OF CURVATURE P.C.
POINT OF INTERSECTION P.I.
POINT OF TANGENCY P.T.
PRIVATE UNOBSTRUCTED DRAINAGE EASEMENT PUDE
STOP SIGN (R1-1)/STREET NAME SIGN COMBO & 24" WIDE WHITE EXTRUDED THERMOPLASTIC STOP BAR SS/SB
JURISDICTIONAL WETLAND LINE
0 30 60
DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
4316 SOUTHPOINT BLVD. SUITE 201, JACKSONVILLE, FLORIDA 32216
TEL: 904-854-4600 REGISTRY NUMBER: 28921
www.dom-eng.com
SAN SABASTIAN DOG PARK
FOR
BELL & MEYER HOLDINGS, LLC
OVERALL SITE PLAN
REVISIONS
PLOT DATE:
DRAWN BY: CWM
DESIGNED BY: CWM/WHB
CHECKED BY: WES
SCALE: AS NOTED
JOB NO.: 2223.007
© LATEST DATE HEREON
SHEET NO.
C2
WILLIAM E. SCHAFFNER
No. 48219
07/22/2025
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Z:\General Civil\Corner Lot Development\St Augustine site\Civil\design\OVERALL GEO-SAN SAB DOG PARK.dwg Jul 22, 2025 - 2:42pm

EXHIBIT B


DATA SUMMARY:
1. PARCEL IDENTIFICATION NUMBERS – 073620-0000, 084560-0010
2. TOTAL SITE AREA – 203,332 Sq Ft
3. TOTAL SITE AREA – 4.67 Ac
4. EXISTING ZONING – IW
5. PROPOSED ZONING – IW
6. MAX. BUILDING HEIGHT – NONE
7. MINIMUM YARD SET BACK
FRONT: 15 FEET
SIDE: 15 FEET
REAR: 15 FEET
8. PRESERVED WETLANDS – 4.77 Ac
9. IMPACTED WETLANDS – 0.10 Ac
10. IMPERVIOUS SURFACE RATIO SIDEWALK/BUILDING – .05 Ac
11. IMPERVIOUS SURFACE RATIO PARKING/SIDEWALK/DRIVEWAY IMPROVEMENT – .34 Ac
12. FLOOR AREA – 0.03 Ac
13. FENCE – 907 LINEAR FEET
PARKING:
ANGLED SPACES = 17
PARALLEL SPACES = 4
ADA SPACES = 2
NOTES:
1. XX.
Beer and Wine able to be consumed within depicted red boundary which is the fenced dog park and 1300 SF +/- building
PS
SA
IW
PROPOSED FENCE
ADA SIGN
6' SIDEWALK
MEAN HIGH WATER LEVEL OF SAN SEBASTIAN RIVER
SAN SEBASTIAN RIVER
SOVEREIGN LANDS OF THE STATE OF FLORIDA
0 30 60
DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
4349 SOUTHPOINT BLVD, SUITE 209, JACKSONVILLE, FLORIDA 32216
TEL 904-854-4602 REGISTRY NUMBER 26921
www.dominiongroup.com
SAN SABASTIAN DOG PARK
FOR
BELL & MEYER HOLDINGS, LLC
PRELIMINARY SITE PLAN
REVISIONS
PLOT DATE:
DRAWN BY: DRM
DESIGNED BY: DRM/MB
CHECKED BY: WES
SCALE: AS NOTED
JOB NO.: 2221.001
@ LATEST DATE HEREON
SHEET NO.
FIG 1



DOG AND BOG - DOG PARK

LANDSCAPE ARCHITECTURAL DRAWINGS

LOCATION:
A PORTION OF SECTION 36, TOWNSHIP 06 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDAJOHNS COUNTY, FLORIDA

Prepared For:
BELL AND MEYER HOLDINGS, LLC
Jurisdictional Review
ST. JOHNS COUNTY

SHEET LIST TABLE

Sheet Number	Sheet Title	Sheet Revision Date
L-1.1	TREE MITIGATION PLAN	07.23.2025
L-3.1	LANDSCAPE PLAN OVERALL	10.20.2025
L-3.2	LANDSCAPE PLAN- A	10.20.2025
L-3.3	LANDSCAPE PLAN- B	10.20.2025
L-3.3	LANDSCAPE DETAILS	10.20.2025
L-4.1	IRRIGATION PLAN	10.20.2025
L-4.2	IRRIGATION PLAN A	10.20.2025
L-4.3	IRRIGATION PLAN B	10.20.2025
L-4.4	IRRIGATION DETAILS	10.20.2025

WKS
West King Studio
Landscape Architecture
Project Manager: Elijah George
Email: elijah@westkingstudio.com
Ph: 904-806-6307

WEST KING STUDIO

259 WESTKING STREET
SAINT AUGUSTINE, FL 32084

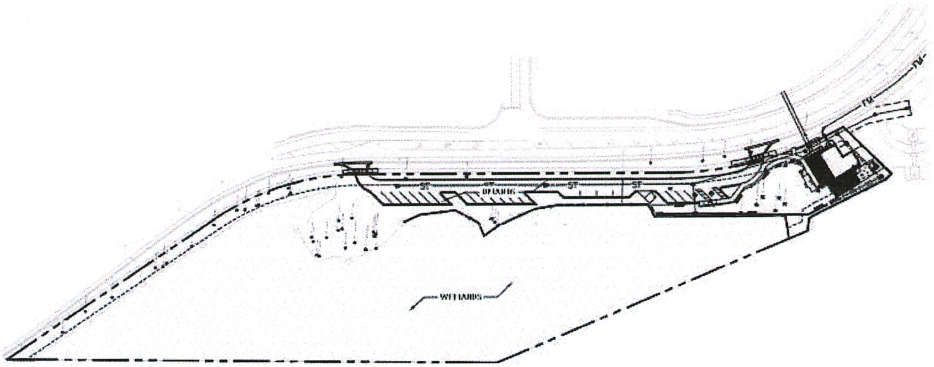
ELIJAH GEORGE
LIC. # 0000000
DRAWN BY: EG

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	SUBMITTAL 2	05.30.2025
3	CODA SUBMITTAL 3	07.23.2025
4	CODA SUBMITTAL 4	10.20.2025

Project/Client
SAN SEBASTIAN DOG PARK
SAN SEBASTIAN VIEW

SHEET TITLE
COVER PAGE

Project Number	Sheet
23-5.0	C



00 TOTAL SITE AREA DIAGRAM
NTS

DETAIL--FILE

ST. JOHNS COUNTY TREE REQUIREMENTS

TOTAL SITE AREA 4.66 ACRES
TOTAL WETLANDS: 3.21
TOTAL UPLANDS: 1.45

1.45ACRES X 80 INCHES PER ACRE = 116INCHES

NEW PLANTINGS PROVIDED: 66 INCHES
PRESERVED TREE INCHES: 124
TOTAL INCHES PROVIDED: 190

TOTAL INCHES OF PROTECTED TREES REMOVED: 59

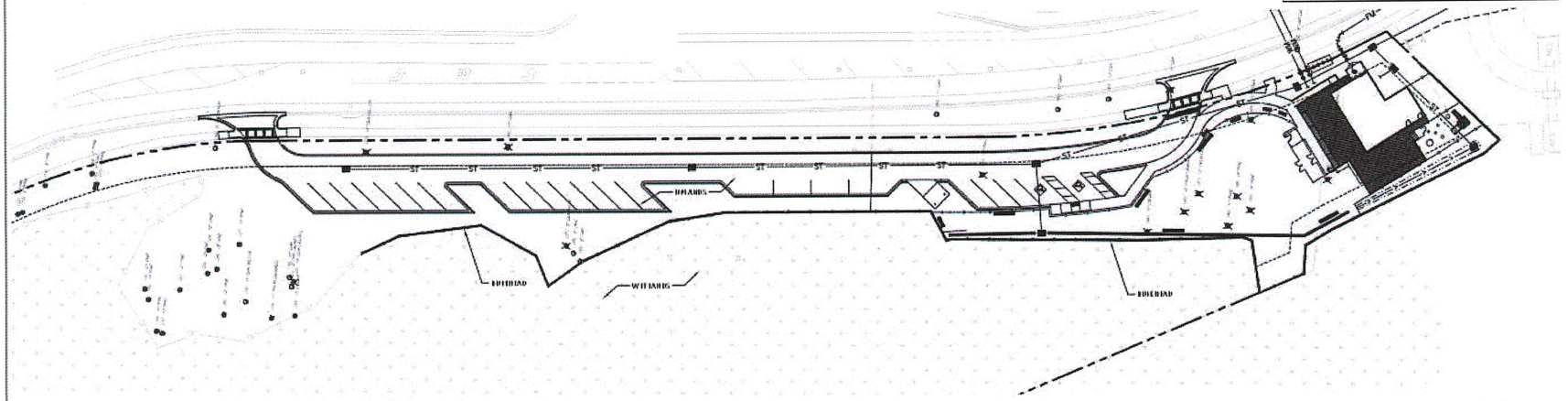
TOTAL TREE INCHES PLANTED: 66

CODE	BOTANICAL / COMMON NAME	CALIPER	QTY
AF	Acer Rubrum 'Florida Flame' Florida Flame Maple	2" Cal.	11
PO	Platanus occidentalis / American Sycamore	2" Cal	6
TD	Taxodium distichum / Bald Cypress	2" Cal	7
SB	Sabal palmetto / Cabbage Palmetto	10-12' Cl	3
PS	Phoenix sylvestris / Wild Date Palm	8-14' Cl	9
	TOTAL CANOPY INCHES	72.75%	46
	TOTAL PALM INCHES	27.30%	18
	TOTAL INCHES		66

SEE LANDSCAPE PLAN FOR NEW TREE PLANTING LOCATIONS

tree #	tree species	dbh	Removed	Count	Deficit
1	OAK	11		11	
2	OAK	10		10	
3	CEDAR	8		8	
4	OAK	11		11	
5	PINE	8			
6	OAK (FALLEN)	9			
7	PINE	9			
8	PINE	8			
9	PINE	13			
10	PINE	8			
11	OAK (FALLEN)	9			
12	PINE	8			
13	PINE	8			
14	PINE	8			
15	PINE	8			
16	PINE	8			
17	PINE	9			
18	PINE	12			
19	PINE	13			
20	PINE	15			
21	PINE	13			
22	PINE	13			
23	PINE	12			
24	PINE	15			
25	PINE	15			
26	PINE	12			
27	PINE	10			
28	WATER OAK	11		11	
29	CABBAGE PALM	13		6	
30	OAK	15		15	
31	LAUREL OAK	9	X		9
32	LAUREL OAK	15		15	
33	CEDAR	13		13	
34	MAGNOLIA	8		8	
35	OAK (FALLEN)	10	X		
36	OAK	11	X		11
37	CAMPHOR	9	X		
38	OAK	9		9	
39	OAK	5		5	
40	OAK (offsite)	11			
41	PINE	16	X		
42	OAK (offsite)	12			
43	OAK (offsite)	12			
44	CEDAR	12	X		12
45	OAK (offsite)	12	X		
46	CABBAGE PALM	13	X		6
47	CABBAGE PALM	13	X		6
48	PINE	17	X		
49	PINE	14	X		
50	PINE	16	X		
51	CEDAR	15	X		15
52	LAUREL OAK (offsite)	9			
53	PINE	20	X		
54	DEAD TREE OR TREE WAS		X		
				124	59

Protected Inches Removed	59
Protected Inches Preserved	124



00 PLAN ENLARGEMENT
1"=30'

0 15' 30' 60' 120'
SCALE: 1" = 30'

WEST KING STUDIO

201 WESTINGS STREET
SAINT AUGUSTINE, FL 32084

FIRM OF RECORD
LIC # 8063291

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.23.2025
2	SUBMITTAL 2	05.16.2025
3	CODA SUBMITTAL 3	07.25.2025

Project/Client
SAN SEBASTIAN DOG PARK

SHEET TITLE
TREE MITIGATION PLAN

Project Number	Sheet
23.5.0	L-1.1

PLANTING NOTES

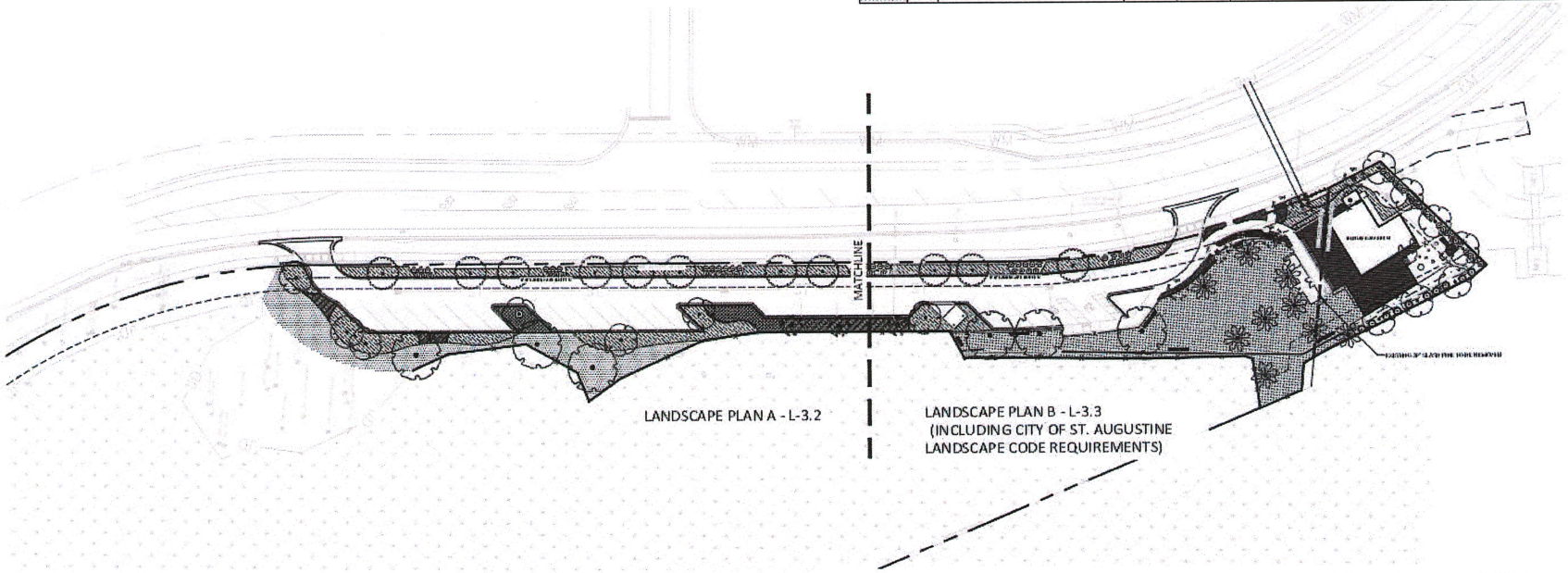
1. CONTRACTOR TO REVIEW ALL UTILITY PLANS AND UTILITY LOCATIONS IN THE FIELD, AND SHALL NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS WITH PLANT MATERIAL LOCATED HEREIN.
2. IF CONFLICTS ARISE DUE TO THE SIZE OF AREAS AS PLANTED, CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT FOR RESOLUTION. FAILURE TO DO SO COULD RESULT IN LANDSCAPE ARCHITECT NOT BEING RESPONSIBLE FOR ANY SUBSEQUENT PLANTING MATERIALS. CONTRACTOR TO VERIFY EXACT QUANTITIES OF PLANT MATERIAL TO BE SHOWN BASED ON EXISTING CONDITIONS AND EACH PLANTING MATERIAL COVERAGE.
3. PLANT QUANTITIES SHOWN ON THE PLANS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANTS AS REQUIRED TO MEET OR EXCEED SPACING SHOWN ON THE PLANTING PLAN.
4. CONTRACTOR SHALL SUBMIT FOR APPROVAL PHOTOS OF AN EXAMPLE OF EACH TREE VARIETY. PHOTOS SHOULD BE USED AS PROOF OF SIZE PROPOSED. TREE SPECIES SHALL BE AS NOTED. SPECIES SHALL BE AS PLANTED HEREIN, LARGER CALIPER OF WHICH ARE MORE LIMITED.
5. MINOR DEVIATIONS SHALL BE PERMITTED BASED ON AVAILABILITY OF TREES.
6. ANY PLANT NOTED AS NOT AVAILABLE BY THE CONTRACTOR SHALL BE FOUND AND APPROVED AS A SUBSTITUTE BY LANDSCAPE ARCHITECT. AVAILABILITY OF SPECIFIED MATERIAL SHALL NOT BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING OF ALL MATERIAL SHOWN FOR AVERAGE PERIOD MAY NOT BE OBTAINABLE. ALL SPECIFIED MATERIAL SHALL BE INSTALLED.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT PLANT MATERIAL STORED AT PESTS OR PLANT DISEASE SPECIFIED AS "LEGGY" MATERIAL MAY BE REJECTED BY THE CONTRACTOR AND ERRORS IN STAKING AND TIES. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANT ALL PLANT MATERIALS FOR THE SPECIFIED TIMES.
8. ALL PLANT MATERIAL SHALL BE APPROVED ON SITE BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
9. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
10. ALL NOTED ZONES TO BE GRADED TO MEET PLANTING SPECIFICATIONS SHALL BE DONE PRIOR TO PLANTING. PLANTS SHALL BE PLANTED IN THEIR ZONE AND NOT MOVED AFTERWARDS.
11. ALL GROUND COVERS SHALL BE APPLIED IN ALL PLANTING AREAS AS SHOWN ON PLANS. ALL AREAS SHALL BE MULCHED AND SHALL NOT BE LEFT AS BARE SOIL.
12. GROUND COVERS SHALL BE TRUE TO LABEL GRADE.
13. SEE SPECIFICATIONS FOR PLANTING REQUIREMENTS.
14. SEE SPECIFICATIONS FOR PLANTING REQUIREMENT, MATERIAL AND EXECUTION. IN A MINIMUM 3 INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL.
15. PLANTING SHOWN ON THIS PLAN SHALL CONFORM TO THE PROVISIONS OF FLORIDA GRADES AND SHALL CONFORM TO THE STANDARDS AS SET FORTH IN GRADE SAND STANDARDS FOR NURSERY PLANTS, PART II AND CURRENT EDITION, PART I, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, TALLAHASSEE, FLORIDA.

NATIVE PLANTING CALCULATION

TREES			
	Acer rubrum 'Florida Flame' / Florida Flame Maple	Yes	11
	Phoenix sylvestris / Wild Date Palm	NA	9
	Platanus occidentalis / American Sycamore	Yes	6
	Sabal palmetto / Cabbage Palmetto	Yes	7
	Taxodium distichum / Bald Cypress	Yes	7
SHRUBS			
	Illicium parviflorum / Anise Tree	Yes	50
	Strelitzia reginae / Bird Of Paradise	No	2
SHRUB AREAS			
	Asparagus densiflorus 'Myers' / Myers Asparagus Fern	No	36
	Dietes grandiflora / Fortnight Lily	No	104
	Muhlenbergia capillaris / Pink Muhly Grass	Yes	108
	Pennisetum setaceum 'Alba' / White Fountain Grass	No	158
	Pennisetum setaceum 'Alba' / White Fountain Grass	Yes	75
		TOTAL PLANTS	955
		TOTAL NATIVE	686
		PERCENT NATIVE	71.83%

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CALIPER	SIZE	HEIGHT	FLORIDA NATIVE	TREE TYPE		QTY	DETAIL	REMARKS
TREES											
	AF	Acer rubrum 'Florida Flame' / Florida Flame Red Maple	2" Cal.	As Needed	10'	Yes	CANOPY		11		
	PS	Phoenix sylvestris / Wild Date Palm	--	Field Grown	15'-35' Cl	No	PALM		9		
	PO	Platanus occidentalis / American Sycamore	2" Cal.	30 gal	10' Min.	Yes	CANOPY		6		
	SS	Sabal palmetto / Cabbage Palmetto	--	B&B	15'-30'	Yes	PALM		8		
	TD	Taxodium distichum / Bald Cypress	2" Cal.	As Needed	10'	Yes	CANOPY		14		
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	FLORIDA NATIVE			QTY	DETAIL	REMARKS
SHRUBS											
	IP	Illicium parviflorum / Anise Tree	3 gal.	24"	24"	Yes			22		
	SR	Spartina bakeri / Sand Cordgrass	3 gal.	24"	24"				10		
	SR	Strelitzia reginae / Bird Of Paradise	3 gal.	24"	18"	No			2		
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	FLORIDA NATIVE		SPACING	QTY	DETAIL	REMARKS
SHRUB AREAS											
	AD	Asparagus densiflorus 'Myers' / Myers Asparagus Fern	1 gal.	10"	10"	No		12" o.c.	36		
	DG	Dietes grandiflora / Fortnight Lily	1 gal.	10"	10"	No		24" o.c.	104		
	MC	Muhlenbergia capillaris / Pink Muhly Grass	1 gal.	10"	24"	Yes		42" o.c.	108		
	PA	Pennisetum setaceum 'Alba' / White Fountain Grass	1 gal.	10"	10"	No		18" o.c.	133		
	VD2	Viburnum obovatum 'Densa' / Dwarf Walter's Viburnum	3 gal.	10"	10"			42" o.c.	25		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER				SPACING	QTY	DETAIL	REMARKS
GROUND COVERS											
	PH	Paspalum notatum 'Bahiagrass'	--						9,869 sf		



LANDSCAPE PLAN A - L-3.2

LANDSCAPE PLAN B - L-3.3
(INCLUDING CITY OF ST. AUGUSTINE
LANDSCAPE CODE REQUIREMENTS)

0 15' 30' 60' 120'
SCALE: 1" = 30'

WEST KING STUDIO
201 WESTING STREET
SAINT AUGUSTINE, FL 32084

CLIENT OR OWNER
LIC # 0000000
DRAWN BY: TG

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	SUBMITTAL 2	05.16.2025
3	CODA SUBMITTAL 3	07.29.2025
4	CODA SUBMITTAL 4	10.20.2025

Project/Client
SAN SEBASTIAN DOG PARK
SAN SEBASTIAN VIEW

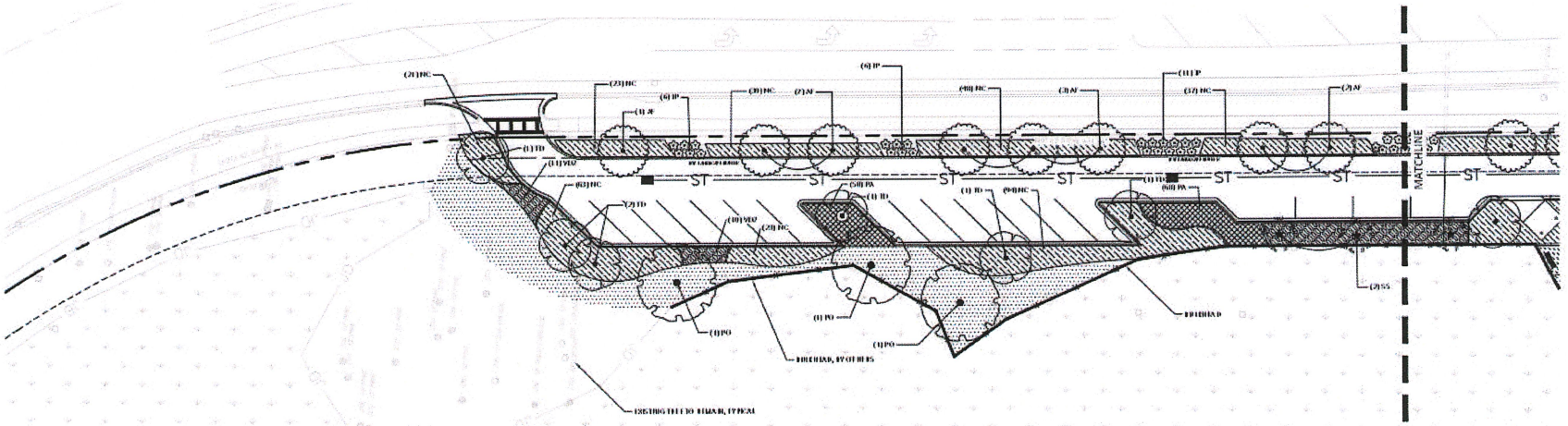
SHEET TITLE
LANDSCAPE PLAN OVERALL

Project Number
23.50

Sheet
L-3.1

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CALIPER	SIZE	HEIGHT	FLORIDA NATIVE	TREE TYPE		QTY	DETAIL	REMARKS
TREES											
	AF	Acer rubrum 'Florida Flame' / Florida Flame Red Maple	2" Cal.	As Needed	10'	Yes	CANOPY		11		
	PE	Phoenix sylvestris / Wild Date Palm	--	Field Grown	15'-35' Ct	No	PALM		9		
	PO	Platanus occidentalis / American Sycamore	2" Cal.	30 gal	10' Min.	Yes	CANOPY		6		
	SS	Sabal palmetto / Cabbage Palmetto	--	B&B	12'-30'	Yes	PALM		8		
	TD	Taxodium distichum / Bald Cypress	2" Cal.	As Needed	10'	Yes	CANOPY		14		
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	FLORIDA NATIVE			QTY	DETAIL	REMARKS
SHRUBS											
	IP	Ilex x paraguariensis / Yaupon Tree	3 gal.	24"	24"	Yes			22		
	SI	Spartina bakeri / Sand Cordgrass	3 gal.	24"	24"				18		
	VR	Viburnum rufidulum / Rusty Blackhaw	3 gal.	24"	12"	No			2		
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	FLORIDA NATIVE		SPACING	QTY	DETAIL	REMARKS
SHRUB AREAS											
	AD	Asparagus densiflorus 'Myers' / Myers Asparagus Fern	1 gal.	12"	36"	No		18" o.c.	36		
	DG	Dietes grandiflora / Fortnight Lily	1 gal.	18"	12"	No		24" o.c.	104		
	LC	Lagerstroemia x 'Conca' / Pink Diddly Gum	1 gal.	18"	24"	Yes		42" o.c.	540		
	PA	Pennisetum setaceum 'Alba' / White Fountain Grass	1 gal.	10"	12"	No		30" o.c.	110		
	VO2	Viburnum obovatum 'Densa' / Dwarf Walter's Viburnum	3 gal.	12"	18"			42" o.c.	76		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER				SPACING	QTY	DETAIL	REMARKS
GROUND COVERS											
	PH	Paspalum notatum 'Bahiagrass'	--						3,102 sf		



0 10' 20' 40 80

SCALE: 1" = 20'

WEST KING STUDIO

201 WEST KING STREET
SAINT AUGUSTINE, FL 32084

CITY OF OCALA
LIC. # AR-0013099

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	RESUBMITTAL 2	06.30.2025
3	CODA SUBMITTAL 3	07.29.2025
4	CODA SUBMITTAL 4	10.20.2025

Project/Client

SAN SEBASTIAN DOG PARK

SAN SEBASTIAN VIEW

SHEET TITLE

LANDSCAPE PLAN A

Project Number	Sheet
2350	L-3.2

THE FOLLOWING PLANT MATERIAL STANDARDS SHALL BE CONSIDERED AS MINIMUM REQUIREMENTS FOR COMPLIANCE WITH THE PRECEDING REGULATIONS, UNLESS SPECIFICALLY DIFFERENTLY DEFINED IN THESE REGULATIONS.

1. QUALITY
PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR GRADE #1 OR BETTER ASSIGNED IN THE LATEST "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II" FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OR TO THE STANDARDS ASSIGNED IN THE LATEST "SMALL CANS MANUAL FOR NURSERY STOCK," AMERICAN ASSOCIATION OF NURSERYMEN INC. IF NOT, THEY SHALL BE APPROVED PRIOR TO PLANTING BY AN URBAN FORESTRY OFFICIAL OR LANDSCAPE ARCHITECT.

2. INSTALLATION
ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE PROVIDED WITH IRRIGATION IRRIGATION STANDARDS. PLANTS GROWN IN CONTAINERS PRIOR TO INSTALLATION SHALL BE REMOVED FROM THEIR CONTAINERS BEFORE THEY ARE PLANTED BUT BE GRADED. LIMITED AREAS WITH LIMITED DISTURBANCE SHALL BE CONSIDERED FROM THIS REQUIREMENT, AND ANY SUBJECT MATERIAL SHALL BE INSPECTED PRIOR TO PLANTING.
a. NO PLANTING IS PERMITTED WITHIN TWO (2) FEET OF THE EDGE OF ANY PAVED AREA OR ROADWAY EXCEPT WHERE SHRUBS MAY BE PLANTED WITHIN ONE (1) FOOT OF THE EDGE OF ANY PAVED AREA OR ROADWAY.
b. A MINIMUM OF NINE (9) CUBIC FEET OF SOIL SHALL BE PROVIDED FOR EACH TREE PLANTED.
c. TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE FOLLOWING:
(1) TREES SHALL BE PLANTED AND STAKED SO THAT THE TOP OF THE ROOT BALL IS NO MORE THAN ONE (1) INCH ABOVE THE SURROUNDING GRADE.
(2) TREES SHALL BE STAKED WITH A MINIMUM OF TWO (2) STAKES PER TREE. STAKES SHALL BE REMOVED AT THE END OF THE FIRST GROWING SEASON.
(3) TREES SHALL BE STAKED IN A MANNER THAT ALLOWS SOME TRUNK MOVEMENT.
(4) TREES SHALL BE STAKED SO THAT NO PART OF THE STAKING MATERIAL IS IN CONTACT WITH THE TREE TRUNK.

3. TREES
AT THE TIME OF PLANTING, A TREE SHALL HAVE A MINIMUM HEIGHT OF EIGHT (8) FEET AND A MINIMUM CALIPER OF TWO AND ONE-HALF (2½) INCHES MEASURED AT 6 INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCH CALIPER SIZE. TREES OF GREATER CALIPER SHALL BE INCREASED IN HEIGHT BY AT LEAST TWO (2) FEET FOR EACH ADDITIONAL ONE (1) INCH OF CALIPER. TREES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES AND PALMS IN SECTION 28-5(F)(3) UNLESS OTHERWISE APPROVED BY THE CITY ARBORIST OR LANDSCAPE ARCHITECT.

4. SPACING
TREES SHALL BE SPACED AT LEAST TWENTY (20) FEET APART AND NO MORE THAN FORTY (40) FEET APART, EXCEPT WHERE SPECIMEN TREES OR GROUPINGS OF TREES ARE PLANTED. PALMS SHALL BE SPACED AT LEAST TEN (10) FEET APART AND NO MORE THAN TWENTY-FIVE (25) FEET APART, EXCEPT WHERE GROUPINGS OF PALMS ARE PLANTED.

5. PROTECTION OF TREES
TREES SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION BY THE FOLLOWING METHODS:
a. TREES SHALL BE PROTECTED BY A BARRIER AT LEAST FOUR (4) FEET HIGH PLACED AT THE DRIP LINE OF THE TREE OR GROUP OF TREES. THE BARRIER SHALL BE CONSTRUCTED OF WOOD, METAL OR PLASTIC MATERIAL.
b. NO CONSTRUCTION MATERIALS, EQUIPMENT, TRAILERS, OR TEMPORARY STRUCTURES SHALL BE PLACED WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES.
c. NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE, SHALL BE ATTACHED TO ANY TREE.
d. NO CHANGE IN THE ORIGINAL GRADE SHALL BE MADE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES.
e. NO TRENCHES SHALL BE DUG WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES.
f. NO PAVING SHALL BE PLACED WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES UNLESS PERVIOUS PAVING IS USED.

6. MAINTENANCE
WHERE PALMS ARE USED, CHIP BACK UP TO THIRTY FEET OF LIVING CROWN REQUIRED UNLESS WILDLIFE HABITAT CONSIDERATIONS ARE DETERMINED BY THE COUNTY ARBORIST OR BASED ON SITE CONDITIONS.

PLANT SCHEDULE COSA

SYMBOL	CODE	BOTANICAL / COMMON NAME	CALIPER	SIZE	HEIGHT	FLORIDA NATIVE	TREE TYPE		QTY	DETAIL	REMARKS
TREES											
	PS	Phoenix sylvestris / Wild Date Palm	--	Field Grown	8'-10' CT	No	PALM		1		
	SS	Sabal palmetto / Cabbage Palmetto	--	B&B	12'-16'	Yes	PALM		1		
	LD	Lagerstroemia dictchiana / Pink Crepe Myrtle	2"Cal.	As Needed	10'	Yes	ORNAMENTAL		7		
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	FLORIDA NATIVE			QTY	DETAIL	REMARKS
SHRUBS											
	IP	Ilex vomitoria / Yaupon Holly	7 gal	24"	24"	Yes			22		
	SB	Spartina bakeri / Sand Cordgrass	3 gal	24"	24"				19		
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	FLORIDA NATIVE		SPACING	QTY	DETAIL	REMARKS
SHRUB AREAS											
	MC	Muhlenbergia capillaris / Pink Muhly Grass	1 gal.	18"	24"	Yes		42" o.c.	70		

COSA BUFFERYARD REQUIREMENTS

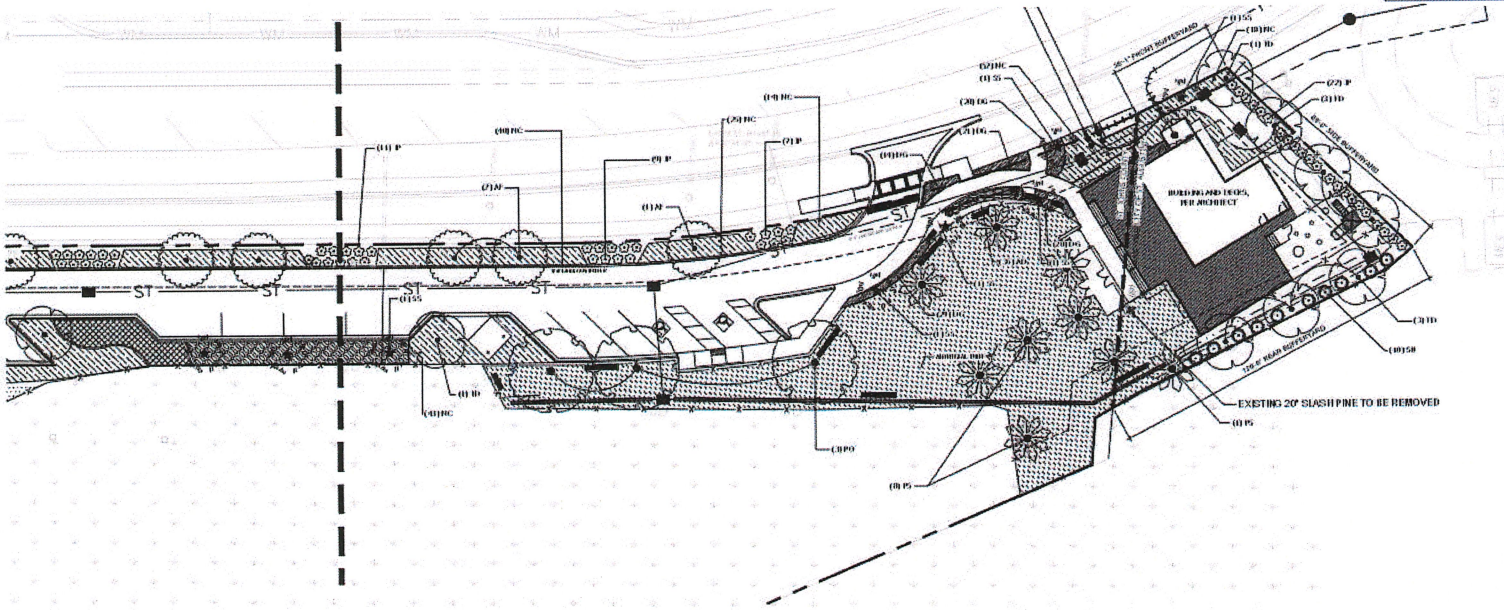
ZONING - CL-1 [PROPOSED]
CLASSIFICATION: 3

EAST BUFFERYARD - FRONT
BUFFERYARD WIDTH: 5'-0"
BUFFERYARD CLASSIFICATION - E
REQUIRED PLANTINGS [PER 100 LF] 4 TREES + 12 SHRUBS
LINEAR FEET: 36' 1"
REQUIRED PLANTINGS - 2 TREES +5 SHRUBS
TREES PROVIDED: 2
SHRUBS PROVIDED: 18

SOUTH BUFFERYARD - SIDE
BUFFERYARD WIDTH: 5'-0"
BUFFERYARD CLASSIFICATION - D
REQUIRED PLANTINGS [PER 100 LF] 3 TREES + 6 SHRUBS
LINEAR FEET: 88 LF
REQUIRED PLANTINGS - 3 TREES +6 SHRUBS
TREES PROVIDED:3
SHRUBS PROVIDED: 22

WEST BUFFERYARD - REAR
BUFFERYARD WIDTH: 5'-0"
BUFFERYARD CLASSIFICATION - D
REQUIRED PLANTINGS [PER 100 LF] 3 TREES + 6 SHRUBS
LINEAR FEET: 120 LF
REQUIRED PLANTINGS - 4 TREES +8 SHRUBS
TREES PROVIDED:4
SHRUBS PROVIDED: 30

RATIO OF REQUIRED TREES
TOTAL TREES: 9
TOTAL SHADE TREES: 7 [78%]
TOTAL PALM TREES: 2 [22%]



0 10' 20' 40 80
SCALE: 1" = 20'

WEST KING STUDIO
201 WESTRING STREET
SAINT AUGUSTINE, FL 32084

FILING OF OR OF
LIC. # AR 0013894

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.21.2025
2	SUBMITTAL 2	05.16.2025
3	COSA SUBMITTAL 3	07.29.2025
4	COSA SUBMITTAL 4	10.20.2025

Project/Client
SAN SEBASTIAN DOG PARK
RANCH ASHAWAY

SHEET TITLE
LANDSCAPE PLAN B

Project Number 2250
Sheet L-3.3

TOTAL IRRIGATED AREA: 16,499 SQ. FT.

TOTAL DRIP IRRIGATION FLOW: 8,228 HP: 764
TOTAL TURF SPRAY HIGH: 8,100 SQ. FT. HP: 1394

IRRIGATION NOTES

INSTALL DRIP IRRIGATION FOR ALL SHRUB AND GROUNDCOVER PLANTINGS.
PROVIDE BUBBLERS FOR ALL TREE PLANTINGS.
PROVIDE IRRIGATION CONTROLLER WITH RAIN WEATHER SENSORS AND AUTOMATIC TIMER AND CLOCK.

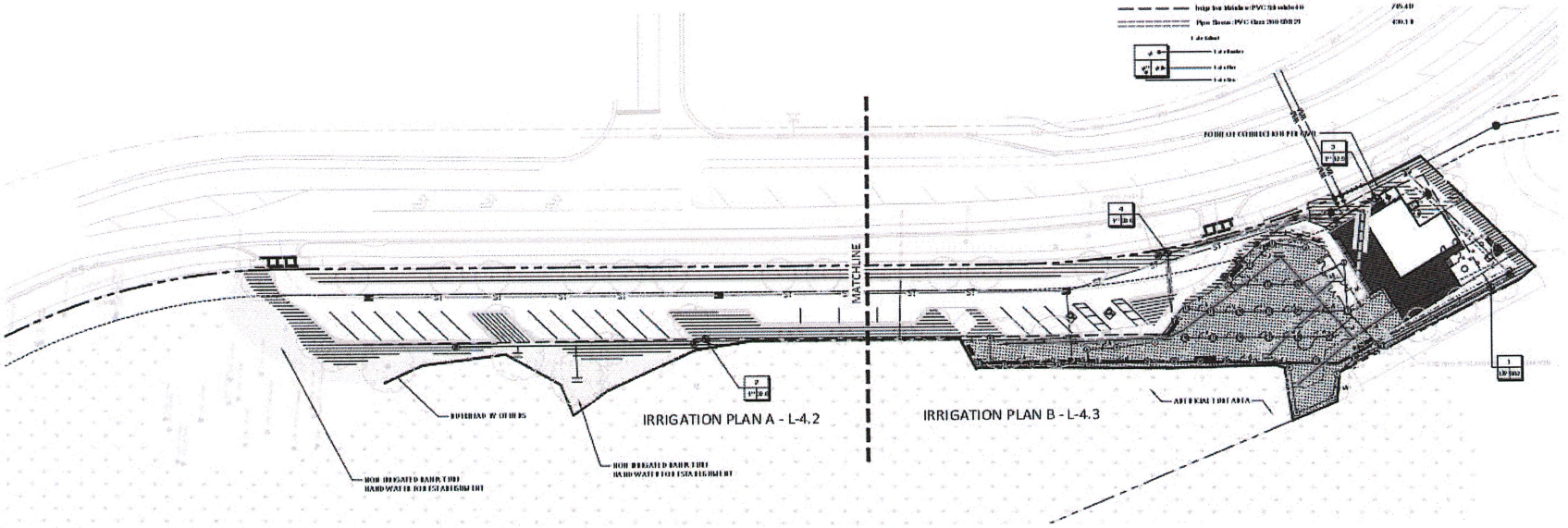
IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	QTY	PRECIP	PSI	GPM	CYCLE	TOTAL
	RUBBER DRIPLINE 0.6 GPH @ 18" O.C. Dripline with 0.60 gph emitters at 18" O.C., row spacing at 18" O.C.	4,440 sf	1.25 in/h	25	13		

SYMBOL	MANUFACTURER/ DESIGNATION/ DESCRIPTION	QTY	PSI	DETAIL
	Rain Bird 1806 H15 Series 1/2" Spray Sin . Pop Up Sprinkler with Co Molded Wave Seal . Side and Bottom Inlet . 1/2 in . FIPT Female Threaded Inlet.	30	30	
	Rain Bird 1806 H18 - VAN Series 1/2" Spray Sin . Pop Up Sprinkler with Co Molded Wave Seal . Side and Bottom Inlet . 1/2 in . FIPT Female Threaded Inlet.	5	30	

SYMBOL	MANUFACTURER/ DESIGNATION/ DESCRIPTION	QTY	DETAIL
	Pipe Junction Pole Valve per guide Pipe Junction per Sheet PVC Swivel bridge fitting with riser & elbow per detail Below .	7	
	Area to Received Xpipe Rain Bird XFD-06-12 XF Dec On Surface Pressure Compensating Landscape Dripline. 0.6 GPH emitters at 12" O.C. Dripline to be installed at 12" spacing, with emitters offset to be spaced per Row. UV rated Black Inlet. Size 12 Inches Wide sp.	8,228 ft	

SYMBOL	MANUFACTURER/ DESIGNATION/ DESCRIPTION	QTY	DETAIL
	Rain Bird PEB, Angle 1" 1 in . , 1-1/2in . , 2in . Electric Remote Control Valve, Angle.	3	
	Rain Bird PEB, Angle 1-1/2" 1 in . , 1-1/2in . , 2in . Electric Remote Control Valve, Angle.	1	
	Rain Bird ESP12LXME2 12 Station Solid-State Hybrid Residential Controller . Indoor/Outdoor, Plastic Wall Mount Enclosure.	1	
	Rain Bird RAIN SENSE Rain Sensor Shuts off Irrigation System when Rain Has Occurred. Sensor Bypass Switch Allows Irrigation to Run Manually .	1	
	Irrigation Lateral Line: PVC Schedule 40	1,266 ft	
	Irrigation Lateral Line: PVC Schedule 40 3/4"	545.1 ft	
	Irrigation Lateral Line: PVC Schedule 40 3/4"	90.0 ft	
	Irrigation Lateral Line: PVC Schedule 40 1"	66.4 ft	
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	339.4 ft	
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	169.2 ft	
	Irrigation Lateral Line: PVC Schedule 40 2"	47.0 ft	
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	20.2 ft	
	Irrigation Lateral Line: PVC Schedule 40 3"	75.2 ft	
	Irrigation Mainline: PVC Schedule 40	745.4 ft	
	Pipe Sleeve: PVC Class 200 SDR 21	430.1 ft	



0 15' 30' 60' 120'

SCALE: 1" = 30'

WEST KING STUDIO

253 WESTKING STREET
SAN AUGUSTINE, FL 32084

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	SUBMITTAL 2	06.16.2025
3	CITY SUBMITTAL 3	07.25.2025
4	CITY SUBMITTAL 4	10.20.2025

Project/Client

SAN SEBASTIAN DOG PARK

SHEET TITLE

IRRIGATION PLAN

Project Number 2350

Sheet L-4.1

TOTAL IRRIGATE DAREA: 16,420 S.Q. FT.

TOTAL DRIP IRRIGATION FLOW: 0.250 MP.M.
TOTAL TURF SPRAY IRRIGATION: 0.100 SQ. FT. : 10.25%

IRRIGATION NOTES

INSTALL DRIP IRRIGATION FOR ALL SHRUB AND GROUNDCOVER PLANTINGS.
PROVIDE BUBBLERS FOR ALL TREE PLANTINGS.
PROVIDE IRRIGATION CONTROLLER WITH WEATHER SENSORS AND AUTOMATIC TIMER AND CLOCK.

IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	QTY	PRECIP	PSI	GPM	CYCLE	TOTAL
	RAINBIRD 5004 SERIES 4" POP-UP SPRAY WITH 1/2" FEMALE NPT INLET, 360° OR PART CIRCLE PATTERN, 4" POP-UP HEIGHT, WITH 1/2" MALE NPT INLET, 360° OR PART CIRCLE PATTERN, 4" POP-UP HEIGHT, WITH 1/2" MALE NPT INLET,	4,440 sf	1.02 in/hr	35	13		

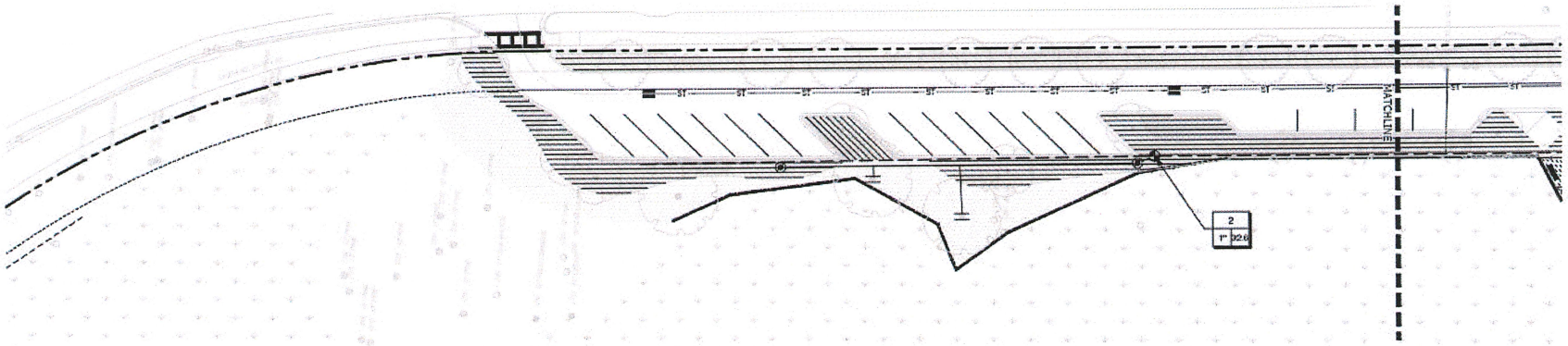
SYMBOL	MANUFACTURER/COMPANY/DESCRIPTION	QTY	PSI	DETAIL
	Rain Bird 1806 SERIES Series Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" FPT Female Threaded Inlet.	20	30	
	Rain Bird 1806 SAM-PRS Series Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" FPT Female Threaded Inlet.	5	30	

SYMBOL	MANUFACTURER/COMPANY/DESCRIPTION	QTY	DETAIL
	Pipe Junction Pvc tubular guide Pipe Junction pvc flow PVC tubular drip tubing with size to allow guide as it flow .	7	
	Area to Receive Xylem Rain Bird Xfile 06 12 Xfile On-Surface Pressure Compensating Landscape Dripline. 0.6 GPH emitters at 12" (30 CM) Dripline is made spaced at 12" apart, with emitters offset to form pairs per foot. UV-Shield Black Inlet Size 17 mm Wide pi.	6,200 ft	

SYMBOL	MANUFACTURER/COMPANY/DESCRIPTION	QTY	DETAIL
	Rain Bird PEB-PRS Angle 1" 1 in., 1-1/2in., 2in. Electric Remote Control Valve, Angle.	3	
	Rain Bird PEB-PRS Angle 1-1/2" 1 in., 1-1/2in., 2in. Electric Remote Control Valve, Angle.	1	
	Rain Bird ESP-SMTE 12 Station Total Control System Modular Indoor/Outdoor, Plastic Wall Mount Enclosure.	1	
	Rain Bird RAIN/FREEZE Rain Sensor Detects rain or freeze and interrupts watering cycle to prevent unnecessary irrigation, and resumes it when the rain stops or freezing is no longer a threat.	1	
	Irrigation Lateral Line: PVC Schedule 40	1,966 ft	
	Irrigation Lateral Line: PVC Schedule 40 1"	585.1 ft	
	Irrigation Lateral Line: PVC Schedule 40 3/4"	80.0 ft	
	Irrigation Lateral Line: PVC Schedule 40 1"	66.4 ft	
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	320.4 ft	
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	105.2 ft	
	Irrigation Lateral Line: PVC Schedule 40 2"	42.0 ft	
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	23.2 ft	
	Irrigation Lateral Line: PVC Schedule 40 3"	23.2 ft	
	Irrigation Mainline: PVC Schedule 40	245.4 ft	
	Pipe Sleeve: PVC Class 200 SDR 21	430.1 ft	

1 de Valve

1 de Backflow
1 de Filter
1 de Valve



0 10' 20' 40 80
SCALE: 1" = 20'

WEST KING STUDIO

210 WESTINGS STREET
SAINT AUGUSTINE, FL 32084

FIELD OF DOGS
LLC # 806 2004
[illegible] Fla

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	SUBMITTAL 2	06.30.2025
3	CITY SUBMITTAL 3	07.29.2025
4	CITY SUBMITTAL 4	10.20.2025

Project/Client

SAN SEBASTIAN DOG PARK

[illegible] SEBASTIAN VIEW

SHEET TITLE

IRRIGATION PLAN A

Project Number	Sheet
23.5.0	L-4.2

TOTAL IRRIGATED AREA: 16,498 SQ. FT.

TOTAL DRIP IRRIGATION FLOW: 0.330 @ 20 PSI
TOTAL TURF SPRAY IRRIGATION: 16,168 SQ. FT. , 100.3%

IRRIGATION NOTES

INSTALL DRIP IRRIGATION FOR ALL SHRUB AND GROUNDCOVER PLANTINGS.
PROVIDE BUBBLERS FOR ALL TREE PLANTINGS.
PROVIDE IRRIGATION CONTROLLER WITH WEATHER SENSORS AND AUTOMATIC VALVE AND CLOCK.

IRRIGATION SCHEDULE

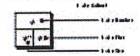
SYMBOL	DESCRIPTION	QTY	PRECIP	PSI	GPM	CODE	TOTAL
	RAIN BIRD RWS-I-CP-B @ 10' O.C. Duplex with 0.40 gph emitters at 10" O.C., row spacing at 10" O.C.	4,440 sf	0.2"/hr	25	1.0		

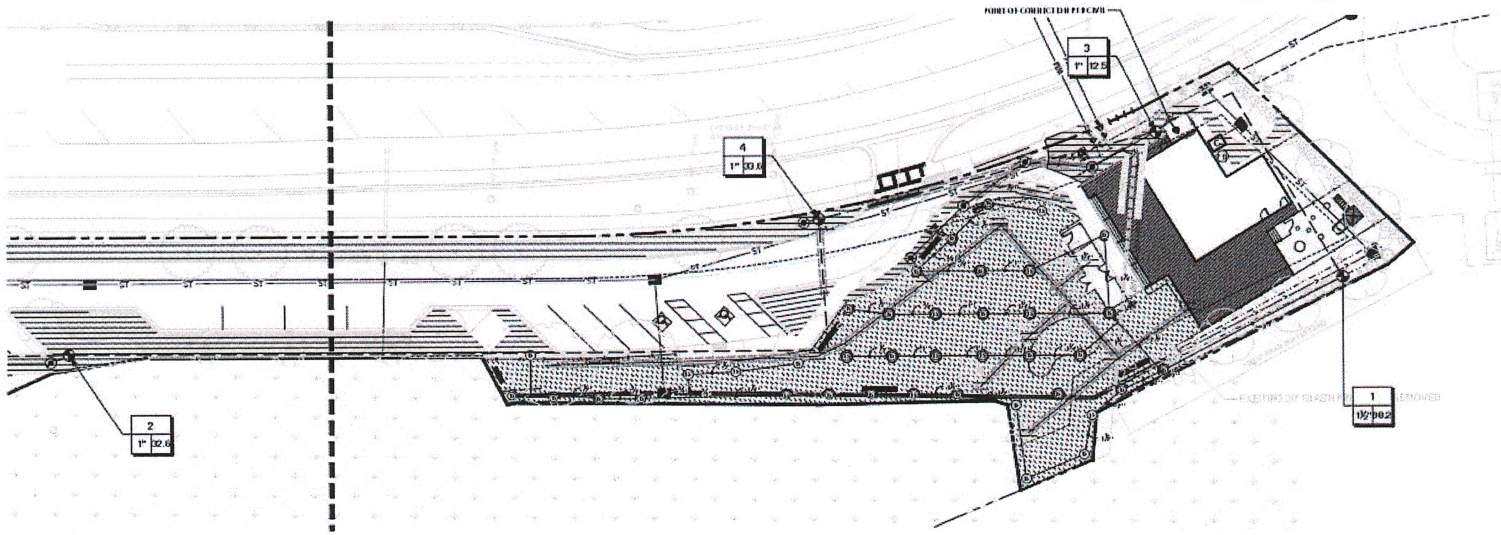
SYMBOL	MANUFACTURER/CATALOG/DESCRIPTION	QTY	PSI	DETAIL
	Rain Bird 1806 9015 Series Turf Spray Sin . Pop-Up Sprinkler with Co-Molded Wiper Seal . Side and Bottom Inlet . 3/4in . (NPT) Female Threaded Inlet.	30	30	
	Rain Bird 1806 0015-VAN Series Turf Spray Sin . Pop-Up Sprinkler with Co-Molded Wiper Seal . Side and Bottom Inlet . 3/4in . (NPT) Female Threaded Inlet.	5	30	

SYMBOL	MANUFACTURER/CATALOG/DESCRIPTION	QTY	DETAIL
	Pipe Transition Pan (above grade Pipe transition pan from PVC to local poly drip tubing with user-friendly above grade interface.	7	
	Area to Receive Hydroseed Rain Bird 1806 0015 XF Series On-Surface Pressure-Compensating Landscape Dripline. 0.6 GPH emitters at 12" (30 CM) spacing. Dripline to be sparged at 12" spacing with emitters offset in a triangular pattern. UV-Resistant Construction. Use 17 mm or larger.	5,291 lf	

SYMBOL	MANUFACTURER/CATALOG/DESCRIPTION	QTY	DETAIL
	Rain Bird PEB-PRS Angle 1" 1 in., 1-1/2 in., 2 in. Electric Remote Control Valve, Angle.	3	
	Rain Bird PEB-PRS Angle 1-1/2" 1 in., 1-1/2 in., 2 in. Electric Remote Control Valve, Angle.	1	
	Rain Bird ESP-SMTe 12 Station Indoor/Outdoor Hybrid, Non-metal Cabinet. Includes Six Stations, Plus Overall Master Valve Output.	1	
	Rain Bird RAIN/FREEZE Rain Sensor Shutdown or Combined Rain/Freeze Sensor Shutdown with ability to bypass using simple installation screwdriver, and resetting to Control Zone Index only.	1	
	Irrigation Lateral Line: PVC Schedule 40	1206 lf	
	Irrigation Lateral Line: PVC Schedule 40 1/2"	585.1 lf	
	Irrigation Lateral Line: PVC Schedule 40 3/4"	80.0 lf	
	Irrigation Lateral Line: PVC Schedule 40 1"	65.4 lf	
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"	370.4 lf	
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	105.2 lf	
	Irrigation Lateral Line: PVC Schedule 40 2"	47.0 lf	
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	20.2 lf	
	Irrigation Lateral Line: PVC Schedule 40 3"	75.2 lf	
	Irrigation Main Line: PVC Schedule 40	295.4 lf	
	Pipe Sleeve: PVC Class 200 SDR 21	430.1 lf	

1 of 1 Sheet





0 10' 20' 40 80

SCALE: 1" = 20'

WEST KING STUDIO

201 WESTMINSTER STREET
SAINT AUGUSTINE, FL 32084

FIRM OF RECORD
LIC. # 0002504

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	SUBMITTAL 2	06.16.2025
3	CITY SUBMITTAL 3	07.25.2025
4	CITY SUBMITTAL 4	10.20.2025

Project/Client

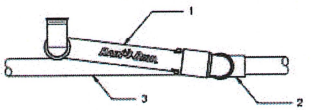
SAN SEBASTIAN DOG PARK

SHEET TITLE

IRRIGATION PLAN B

Project Number	Sheet
2350	L-4.3

RAIN BIRD



1 PREFABRICATED PVC SWING JOINT, 1" MALE IPS X 1" MALE NPT, 12" LONG RAIN BIRD 1SJ-12

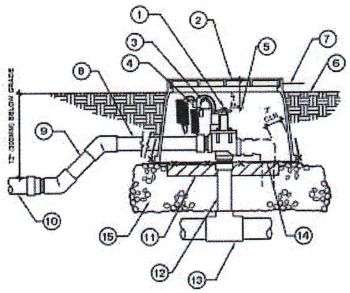
2 PVC SCH 40 TEE OR ELL

3 LATERAL PIPE

3 TURF SWING JOINT-12

NOT TO SCALE

EXHIBIT 10 OF 20



1 REMOTE CONTROL VALVE AS SPECIFIED, ONE PER BOX.

2 BROOKS GRADE VALVE BOX.

3 PLASTIC MAGNA EAR VALVE.

4 WATER PROOF WIRE CODE CODED SPLICED WIRES.

5 2" (50mm) MINIMUM, 4" (100mm) MAXIMUM BELOW TOP OF BOX.

6 2" (50mm) ABOVE FINISH GRADE AT SIDEWALK.

7 3/4" (20mm) ABOVE FINISH GRADE AT LAWN.

8 SWEEP PIPE (SAME SIZE AS VALVE, 24" MINIMUM (600mm) CURVED FITTING

9 4" (100mm) FROM SIDE OF VALVE BOX TO LATERAL PIPE DEPTH.

10 IRRIGATION LINE SIZE AS SPECIFIED ON PLAN.

11 CONCRETE BLOCK (2PCS, ONE EACH SIDE OF VALVE BOX.

12 GRAVEL MARKER.

13 MAIN LINE AS SHOWN.

14 12" WIDE FLOOR CEPHER SHEET, WRAP UP SIDES.

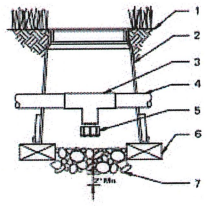
15 6" (150mm) THICK LAYER OF PEA GRAVEL BASE.

2 REMOTE CONTROL VALVE

1 1/2" = 1'-0"

EXHIBIT 8 OF 20

RAIN BIRD



1 FINISH GRADE (TOP OF BROOKS)

2 VALVE BOX WITH COVER: RAIN BIRD VB-6RND

3 PVC SCH 40 TEE

4 PVC LATERAL PIPE

5 FILTERED DRIP VALVE: RAIN BIRD XCZ-075-PRF

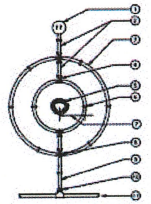
6 BRICK (3 OF 3)

7 6" (150mm) MINIMUM DEPTH OF 3/4"-1" (20-25mm) WASHED GRAVEL

4 RAIN BIRD VALVE BOX VB-6RND

NOT TO SCALE

EXHIBIT 9 OF 20



NOTES:
1. FOR ALL NPS-CV AND POLY CONNECTIONS INSTALL MPT ADAPTOR WITH FITTINGS.
2. INSTALL DRIP EMITTER PER RAIN BIRD INSTALLATION GUIDELINES
3. INSTALL NPS-CV DRIPLINE AT A DEPTH OF 4 INCHES BELOW GRADE. STAPLE IN PLACE PER MANUFACTURERS RECOMMENDATIONS. BACKFILL AND GRADE SURFACE TREATMENT AS DIRECTED BY OWNER
4. INSTALL NPS-CV DRIPLINE IN ACCORDANCE WITH RAIN BIRD GUIDELINES

1 FLUSH POINT (TYPICAL) SEE RAIN BIRD DETAIL "NPS-CV FLUSH POINT"

2 PVC OR DRIPLINE EXHAUST HEADER

3 SUB-SURFACE/ON-SURFACE DRIPLINE, RAIN BIRD XFS-CV SERIES DRIPLINE (TYPICAL) NON-POTABLE XFS-CVP DRIPLINE

4 RAIN BIRD MPT-TEE FITTING

5 TREE TRUNK

6 TEE BARB CRADLE, RAIN BIRD TCR-050

7 XFS-CV SPACING PER RAIN BIRD GUIDELINES

8 RAIN BIRD SPR-CROSS FITTING

9 PVC OR DRIPLINE SUPPLY HEADER

10 RAIN BIRD TLF-TEE OR MPT-TEE FITTING

11 SCHEDULE 40 PVC SUPPLY LATERAL

1 SUB SURFACE/ON-SURFACE DRIPLINE TREE RING LAYOUT

1" = 1'-0"

P-DETAILS

WEST KING STUDIO

269 WESTKING STREET
SAINT AUGUSTINE, FL 32084

FIRM OF RECORD
LIC.# 0662091

DRAWN BY:

No.	Revision/Issue	Date
1	PERMIT SUBMITTAL	01.31.2025
2	SUBMITTAL 2	05.30.2025
3	CODE SUBMITTAL 3	07.25.2025
4	CODE SUBMITTAL 4	10.20.2025

Project/Client

SAN SEBASTIAN DOG PARK

SAN SEBASTIAN VIEW

SHEET TITLE

IRRIGATION DETAILS

Project Number
23.5.0

Sheet

L-4.4

Attachment 6:

St. Johns County Order Granting Special Use Approval

ORDER
ST. JOHNS COUNTY, FLORIDA
PLANNING AND ZONING AGENCY

RE:	Andre Green Corner Lot Development 1000 Riverside Ave Jacksonville, FL 32204
FILE NUMBER:	SUPMAJ 2025-13
LEGAL:	Exhibit A
SITE PLAN:	Exhibit B
PARCEL ID:	073620-0000, 084560-0010
DATE OF HEARING:	September 18, 2025

ORDER **GRANTING** SPECIAL USE APPROVAL

The above referenced application for a Special Use Permit to allow for the construction of an outdoor dog park with associated sale and on-site consumption of alcoholic beverages under the State of Florida Type 2COP beverage license in Industrial Warehouse (IW) zoning, meeting the general special use criteria of Land Development Code Section 2.03.01.A; specifically located on a 4.27 acre unaddressed property on San Sebastian View; came before the Planning & Zoning Agency for a public hearing on September 18, 2025.

FINDINGS OF FACT

Having considered the application, along with supporting documents; the Staff report prepared by staff; statements by the applicant; and all evidence presented during public hearing, the Agency finds as follows:

1. The Special Use can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the St. Johns County Comprehensive Plan or Land Development Code.

2. The Use is compatible with the contiguous and surrounding area and will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent uses or on community facilities or services.

3. The Use, which is listed as an Unlisted Use in the Industrial Warehouse (IW) zoning district, complies with all required regulations and standards of Article II of the Land Development Code.

4. The request is in compliance with Section 2.03.01.A and Article XII of the Land Development Code.

5. The request is not in conflict with the Future Land Use Map designation of Mixed Use District (MD).

6. The requested Use, although not generally appropriate or without restriction throughout the zoning district, when controlled as to the number, location and relationship to the neighborhood, promotes the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or the general welfare of the residents of the area.

7. The requested Use is not in conflict with the development patterns of the area.

8. The applicant, at the public hearing, has stated no objections to the proposed conditions.

NOW THEREFORE, based on the said Findings of Fact, the Agency hereby grants a Special Use Permit to allow for the construction of an outdoor dog park with associated sale and on-site consumption of alcoholic beverages under the State of Florida Type 2COP beverage license in Industrial Warehouse (IW) zoning, meeting the general special use criteria of Land Development Code Section 2.03.01.A; specifically located on a 4.27 acre unaddressed property on San Sebastian View; subject to the following conditions:

1. The Special Use Permit for the proposed fenced outdoor dog park to CLDG Hendricks Commercial LLC, and shall run with the title to the property.

2. Approval for the State of Florida Type 2COP-SFS license, specifically for on-site sale/consumption of alcoholic beverages in connection with the proposed dog park shall be non-transferable.

3. Approval is granted as outlined on the Site Plan labeled as **Exhibit B** submitted by the applicant and made a part of this application.

4. Special Use Permit shall be governed by the St. Johns County Alcohol Beverage Ordinance (Ord. 1990-48) as may be amended.

5. Special Use Permit shall be governed by the St. Johns County Sale or Service to persons under Twenty-One Ordinance (Ord. 2011-46) as may be amended.

6. Applicant agrees that St. Johns County may inspect the site for compliance with the Final Order and all other relevant requirements at the time the Special Use is being exercised.

7. This approval of the Special Use Permit may be revoked by the County Administrator or designee, at his/her sole discretion, upon a determination of violation of the conditions set forth herein or a violation of any Federal, State or Local law or regulation. Appeals of decisions by the County

Administrator or designee to revoke the Special Use Permit may be appealed to the Board of County Commissioners.

8. The Special Use Permit shall be commenced within one (1) year of the signing of the Final Order; otherwise, all rights granted herein shall be null and void. Commencement shall be defined as issuance of a Development Permit from the Development Review Division of St. Johns County Growth Management.

9. The Special Use Permit is granted under the condition of continual use. A Special Use Permit that, once commenced, remains idle, discontinued or unused for a continuous period of one (1) calendar year shall no longer be valid and all rights granted herein shall become null and void.

10. Approval of the Special Use Permit does not release the project from adherence to all relevant requirements of the St. Johns County Land Development Code, Comprehensive Plan, Florida Building Code, and any other Agency having jurisdiction.

11. The application, supporting documents, conditions and limitations offered within the application and at the public hearing by the applicant (or representative) will be incorporated herein and shall become part of the Final Order, except as may be modified by preceding conditions and limitations.

This decision may be appealed to the St. Johns County Board of County Commissioners within thirty (30) days of the signing of this Order, pursuant to Section 9.07.03 of the Land Development Code.

Deed Restrictions, if any, are not affected by the actions of the Agency or this Order.

All applicable state or federal permits must be obtained before commencement of the development. Issuance of a development permit or development order by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

DATED THIS 18th DAY OF September, 2025.

PLANNING AND ZONING AGENCY OF ST. JOHNS COUNTY FLORIDA

Chair/Vice-Chair

The undersigned Clerk to the Planning and Zoning Agency of St. Johns County, Florida certifies that the above Order of the Planning and Zoning Agency is a true and correct rendition of the Order adopted by said Agency as the same appears in the record of the Planning and Zoning Agency minutes.

Clerk, Growth Management Department

9/19/2025

Date Filed

Attachment 7:

Applicant's Responses to the 17 Criteria of Sec. 11-29

c)Applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria:

(1) Site specific conditions, and the site's relationship to adjacent properties, bodies of water and surrounding conservation zones.

The site is currently an undeveloped and previously impacted site from the construction of a retention pond. The site is currently part of the Adjacent multi-family project, has a drainage easement into the existing stormwater facility and is bordered to the west by San Sebastian View Road. The property is bordered to the east by the salt marsh of the San Sebastian River where the owner has already placed more than 100 acres in conservation.

(3) Natural and proposed drainage patterns.

The site currently drains into the salt marsh and the drainage will be routed to the adjacent pond through an existing drainage easement and permitted by the St. Johns Water management District.

(4) Effect of point and nonpoint discharge in the marine environment.

The site development and design will now be routed to the adjacent pond and the effect on the marine environment should be better than its current existing condition.

(5) Proposed soil stabilization and erosion control methods.

Stabilization will be sod and seeding of graded areas. Erosion control will be silt fence and inlet protection

(6) Impact on floodplain.

There will be no net impact on the floodplain, we are permitting this with St Johns County

(7) Impact of development on vegetative and animal communities.

Site visit

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

No storage of pollutants or use of poisonous chemicals or materials are proposed.

(9) Effect of shade on vegetation and shellfish.

Site visit

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

Not applicable

(11) Impact of development on shoreline by linear feet and percent of site.

Not Aplicable

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

No currently Scenic Vistas are present and none will be impacted.

(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

The development on the site has been limited to allow for preservation of native vegetation and trees on the northern uplands of the property.
In order to screen the improvements from the roadway native shade trees, grasses and woody shrubs have been proposed as a buffer. To transition back to the native landscape a blend of sycamores, bald cypress and muhly grass are proposed on the western side of the development with some Florida friendly accent plants added to create continuity throughout the project.

(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.

Site Visit

(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

Project has been submitted to SJRWMD for permitting

(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.

Not Applicable

Attachment 8:
Applicant's Arboriculture Report

ST. AUGUSTINE *arboriculture* URBAN FOREST *report*

City of St. Augustine Arboriculture Report

This report is to be completed by an ISA certified arborist to accompany a request for removal of a significant trees as defined in chapter 11 of the City of St. Augustine Development Code. The information described below does not constitute a "hazard inspection" and the inspecting Arborist is responsible for providing additional information, if necessary, regarding the condition of the subject tree(s).

ARBORIST INFORMATION

NAME OF APPLICANT Andre Green

ISA Certification # _____

Business (if applicable) Owner: Flagler Multifamily LLC - end user: San Sebastian Dog and Bog

Address _____

City Jacksonville State FL Zip Code 32204

Daytime Telephone 904.386.3826 Other Phone _____

Email Address agreen@cornerlotdevelopment.com

PROPERTY INFORMATION

STREET ADDRESS TBD San Sebastian View

Legal Description: Lot _____ Block _____ Subdivision _____

Parcel a portion of 084560-0010

SCOPE OF WORK & SITE OBSERVATIONS

Provide a short description of the work completed, reason for removal, any targets and the method(s) of inspection. Include any additional information or explanation on an attached report.

Removal of 20 inch slash pine (Pinus Elliotti) to allow construction of 1300 stf +/- building to support dog park

TREE INVENTORY *(attach additional trees on separate sheet)*

Size (dbh)	Species	Condition (good, fair, poor, dead)	Recommendations
20	Pinus Elliotti	Fair	remove and replace elsewhere

TREE CONDITION & POTENTIAL TARGETS

Provide a short description of defects, hazards or items of concern to the board. Include any additional information or explanation on an attached report.

No concern the tree requesting to be removed is not a protected tree. Please allow removal.

ADDITIONAL REQUIRED MATERIALS

- Aerial photo of the subject property indicating the approximate location of the tree
- Photo(s) of the subject tree(s)

*Continue onto next sheet if applying for Significant Tree Removal **and** Building Permit*

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: November 24, 2025

RE: Ordinance 2025-34 – Amending the Zoning of Approximately 0.16 acres at the North End of 725 Flagler Crossing Drive – Introduction and First Reading

This property is approximately 0.16 acres (approximately 7,000 square feet) at the north end of 725 Flagler Crossing Drive and is west of San Sebastian View opposite the St. Johns County Health Department. Some portion of the property to the north is technically under the jurisdiction of St. Johns County. This ordinance only pertains to the portion of the property within the city limits.

The applicant is proposing to develop a dog park and café business on the property. A Special Use Permit has been granted from St. Johns County for the proposed use in the county portion. In order for this use to be allowed on the property within the city limits a land use plan amendment and rezoning is required for the property.

The city's Future Land Use Map (FLUM) designates this property as Residential Medium Density. The applicant has also requested to change the land use to the consistent category for this rezoning request. The application is to rezone the 0.16 acres to Commercial Low-One (CL-1), which is consistent with the proposed land use category.

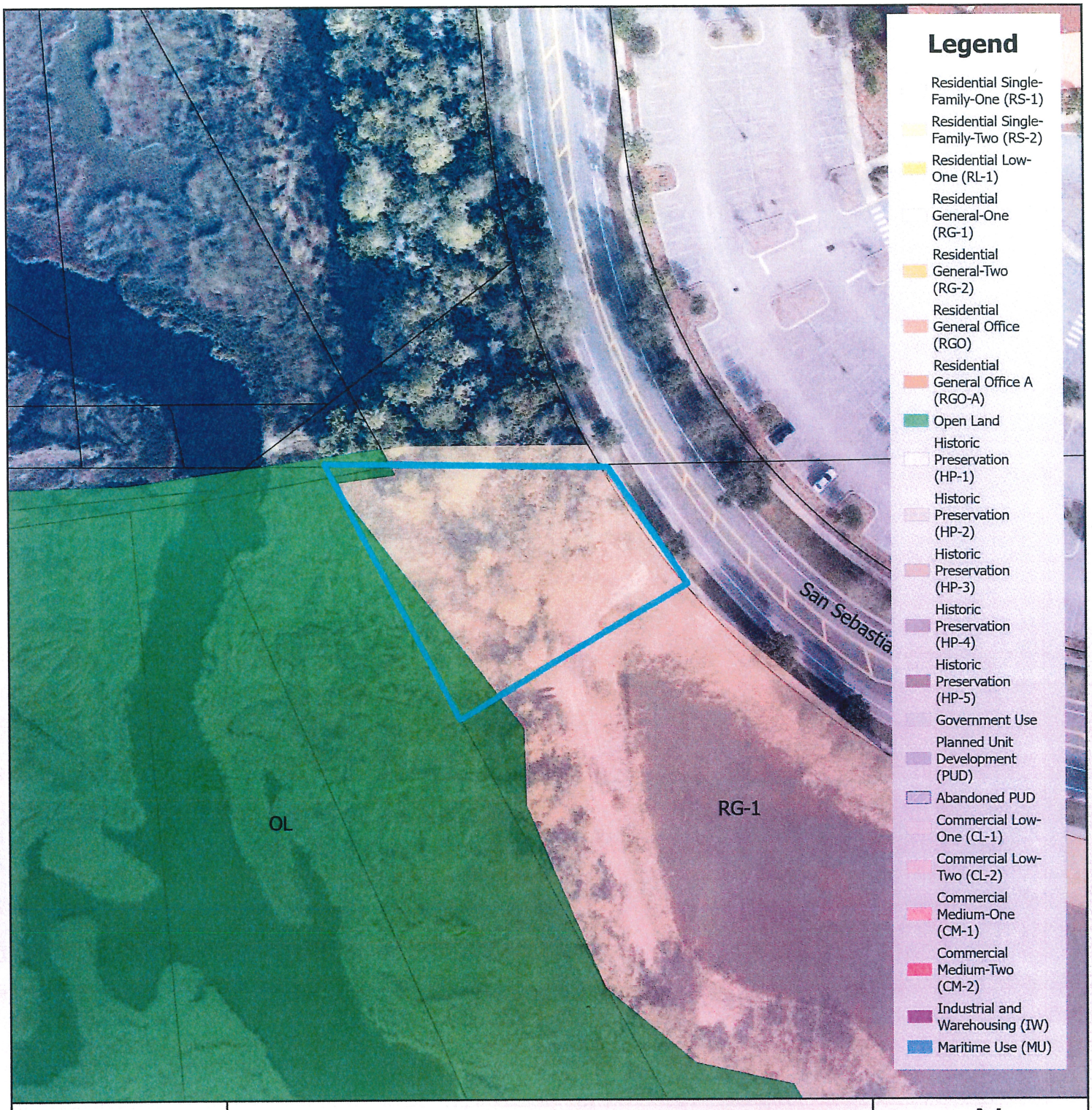
On November 4, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of this property as noted above. Attached you will find the Ordinance, and a map illustrating the existing zoning. The packet of information provided to the PZB is included with the land use plan amendment material.

Additionally, the PZB reviewed the full proposal for the project to include off-site parking, because the parking for the use is proposed on the St. Johns County portion of the property, a use by exception to serve alcoholic beverages as per CL-1 and the Conservation Overlay Zone Development to construct a bulkhead and remove trees. These approvals are all contingent upon the passage of the land use plan amendment and the rezoning.

Please place Ordinance 2025-34 on the City Commission December 8, 2025, agenda for introduction and first reading. Also attached is the required Business Impact Statement for the ordinance.

If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department



Zoning Map

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

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

2025

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

Ordinance 2025-34

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING A TOTAL OF APPROXIMATELY 0.16 ACRES; LOCATED AT THE NORTH END OF FLAGLER CROSSING DRIVE AND WEST OF SAN SEBASTIAN VIEW; AS PORTIONS OF THE FRANCIS J. FATIO OR DELESPINE GRANT, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; REZONING APPROXIMATELY 0.16 ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF COMMERCIAL LOW-ONE (CL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that property identified by the referenced legal description as containing a total of approximately 0.16 acres of land, located at the north end of Flagler Crossing Drive and west of San Sebastian View as portions of the Francis J. Fatio or Delespine Grant being more fully described herein, should be rezoned;

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

Section 1. The following described property, containing a total of approximately 0.16 acres of land, located at the north end of Flagler Crossing Drive and west of San Sebastian View as portions of the Francis J. Fatio or Delespine Grant within the City of St. Augustine, and identified by the referenced legal description, is hereby rezoned as described herein; rezoning approximately 0.16 acres from its current classification of Residential General-One (RG-1) to the city classification of Commercial Low-One (CL-1).

Section 2. Legal Description of Property. The following described property commonly known as the north end of Flagler Crossing Drive within Parcel ID #084560-0010, within the City of St. Augustine, Florida as described by Attachment "A" legal description and Attachment "B" survey.

Section 3. Authorization. The City Planning and Building Director is hereby authorized and directed to change the Zoning Atlas for the City of St. Augustine, Florida to reflect the rezonings of the above-described land.

Section 4. Repeal of Conflicting Ordinances and Provisions of Comprehensive Plan. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2025-33 or, if Ordinance No. 2025-33 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the State Bureau of Comprehensive Planning or the Administration Commission.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2026.

ATTEST:

_____
Nancy Sikes-Kline, Mayor-Commissioner

_____
Darlene Galambos, City Clerk

(SEAL)

EXHIBIT A

PROJECT BOUNDARY DESCRIPTION

A PORTION OF SECTION 36, SECTION 55, OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT, SECTION 79 OF THE FATIO OR DELESPINE GRANT, AND SECTION 98 OF THE J. DELESPINE GRANT TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH SECTION 1, SECTION 12, SECTION 50 OF THE J.S. SANCHEZ GRANT, SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTION OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT AND SECTION 55, OF THE E.S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL LYING IN ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506; THENCE S 77° 33' 46" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12° 26' 14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE

ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE FOLLOWING THREE COURSES: COURSE 1, THENCE S 77° 33'46" W, 231.51 FEET; COURSE 2, THENCE S 12° 26' 14" E, 3.75 FEET; COURSE 3, THENCE S 77°33'46" W, 741.78 FEET; THENCE

N 23° 50' 52" W, 14.98 FEET; THENCE N 12° 26' 14" W, 55.32 FEET; THENCE S 77° 33' 46" W, 11.16 FEET; THENCE N 23° 50' 52" W,

5893.95 FEET; THENCE N 82° 27' 23" E, 116.41 FEET TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING, N 89° 27' 38" E, 18.36 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.69 FEET; THENCE S 31° 54' 59" E, 24.47

FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 03' 31" E, 91.49 FEET; THENCE ALONG

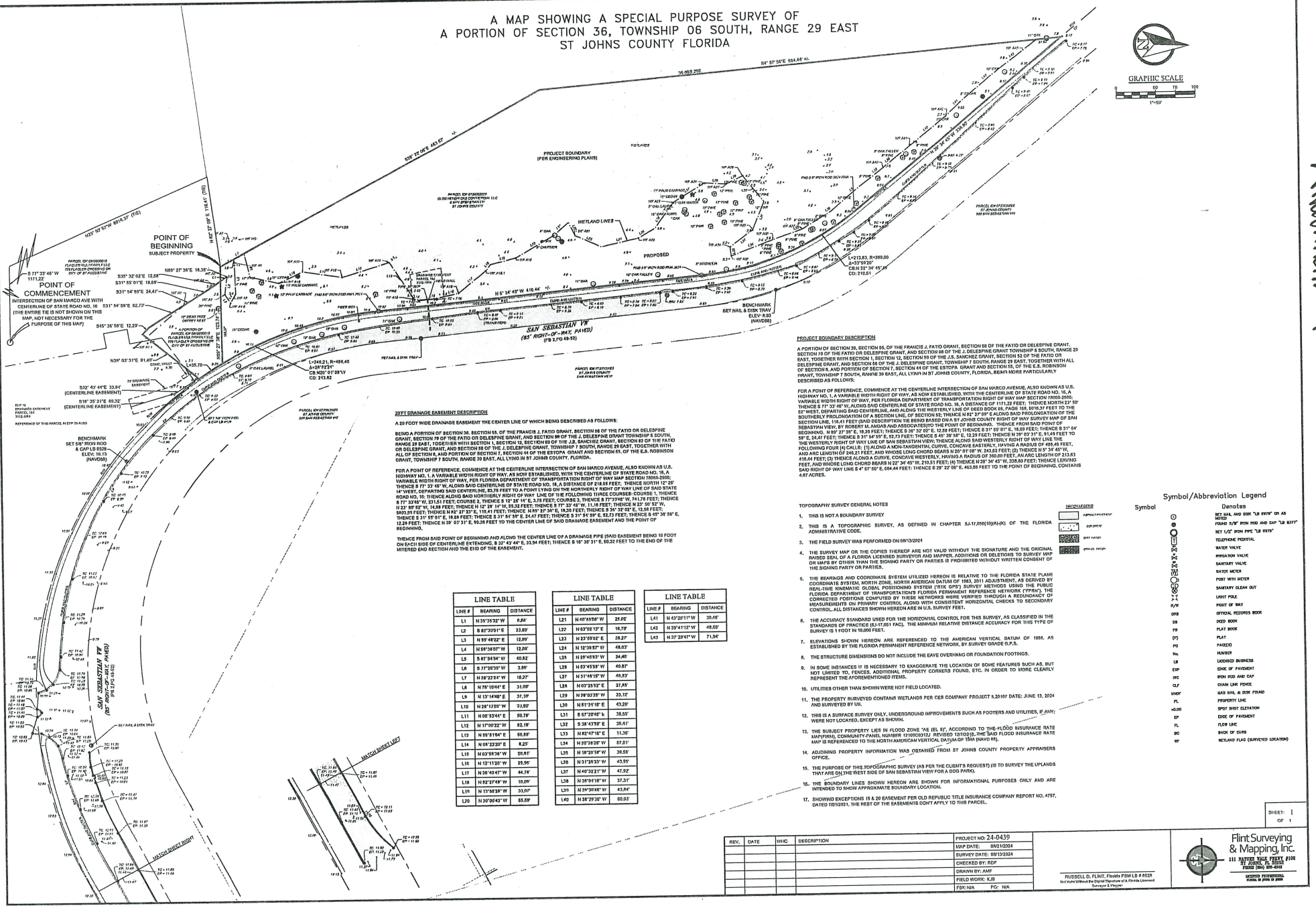
A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 488.58 FEET A DELTA ANGLE OF 28° 52' 24", AND WHOSE LONG CHORD BEARS N 20° 01' 08" W, 243.62 FEET; THENCE N 5° 33' 52" W, 411.84 FEET; THENCE ALONG A CURVE, CONCAVE WESTERLY, HAVING

A RADIUS OF 361.45 FEET, A DELTA ANGLE OF 33° 59' 20", AND WHOSE LONG CHORD BEARS N 21° 56' 41" W, 211.29 FEET; THENCE

N 39° 34' 33" W, 342.62 FEET; THENCE S 4° 57' 56" E, 664.44 FEET; THENCE S 28° 22' 06" E, 463.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.67 ACRES.

A MAP SHOWING A SPECIAL PURPOSE SURVEY OF A PORTION OF SECTION 36, TOWNSHIP 06 SOUTH, RANGE 29 EAST ST JOHNS COUNTY FLORIDA



20FT DRAINAGE EASEMENT DESCRIPTION

A 20 FOOT WIDE DRAINAGE EASEMENT THE CENTER LINE OF WHICH BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF SECTION 36, SECTION 55, OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT, SECTION 79 OF THE FATIO OR DELESPINE GRANT, AND SECTION 99 OF THE J. DELESPINE GRANT TOWNSHIP 5 SOUTH, GRANT, SECTION 79 OF THE FATIO OR DELESPINE GRANT, AND SECTION 99 OF THE J.B. SANCHEZ GRANT, SECTION 52 OF THE FATIO RANGE 29 EAST, TOGETHER WITH SECTION 1, SECTION 12, SECTION 55 OF THE J.B. SANCHEZ GRANT, SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND SECTION 55 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 5, AND PORTION OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT AND SECTION 55, OF THE E.S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL LYING IN ST JOHNS COUNTY, FLORIDA.

FOR A POINT OF REFERENCE, COMMENCE AT THE CEITERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPOTTATION RIGHT OF WAY MAP SECTION 78050-2505; THENCE S 77° 33' 46" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET, THENCE NORTH 12° 26' 14" WEST, DEPARTING SAID CENTERLINE, 83.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 16 FOLLOWING THREE COURSES: COURSE 1, THENCE S 77° 33'46" W, 231.51 FEET; COURSE 2, THENCE S 12° 26' 14" E, 3.75 FEET; COURSE 3, THENCE S 77°33'46" W, 741.76 FEET; THENCE N 23° 55' 52" W, 14.58 FEET; THENCE N 12° 26' 14" W, 35.20 FEET; THENCE S 77° 33' 46" W, 11.18 FEET; THENCE N 23° 55' 52" W, 5893.25 FEET; THENCE N 82° 37' 23" E, 115.41 FEET; THENCE N 89° 27' 36" E, 19.35 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.59 FEET; THENCE S 31° 54' 59" E, 24.47 FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 03' 31" E, 69.38 FEET TO THE CENTER LINE OF SAID DRAINAGE EASEMENT AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE CENTER LINE OF A DRAINAGE PIPE (SAID EASEMENT BEING 10 FOOT ON EACH SIDE OF CENTERLINE EXTENDING, S 39° 43' 44" E, 33.94 FEET; THENCE S 18° 35' 31" E, 60.32 FEET TO THE END OF THE MITERED END SECTION AND THE END OF THE EASEMENT.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°35'32" W	0.84'
L2	S 82°20'01" E	23.80'
L3	N 55° 48'22" E	12.89'
L4	N 56°38'07" W	12.28'
L5	S 82° 54'54" W	40.82
L6	S 77°26'35" W	3.84'
L7	N 28°22'54" W	18.27'
L8	N 76° 10'44" E	31.09'
L9	N 13°14'40" E	37.10'
L10	N 28°13'59" W	33.90'
L11	N 00°53'41" E	50.78'
L12	N 17°00'22" W	82.18'
L13	N 89°51'54" E	60.88'
L14	N 08°23'20" E	8.25'
L15	N 03°56'36" W	20.91'
L16	N 12°11'20" W	29.95'
L17	N 28°40'47" W	44.78'
L18	N 82°37'48" W	10.09'
L19	N 15°56'38" W	33.07'
L20	N 30°06'43" W	65.69'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N 46°45'58" W	25.02'
L22	N 63°00'13" E	18.79'
L23	N 23°59'02" E	38.27'
L24	N 18°38'57" W	48.03'
L25	N 28°40'03" W	34.40'
L26	N 63°45'58" W	40.87'
L27	N 31°48'18" W	49.33'
L28	N 00°35'32" E	37.85'
L29	N 29°03'28" W	23.12'
L30	N 61°31'18" E	43.29'
L31	S 67°20'48" E	38.55'
L32	S 36°43'59" E	38.41'
L33	N 82°47'18" E	11.36'
L34	N 20°26'26" W	57.01'
L35	N 18°20'18" W	39.55'
L36	N 31°28'33" W	43.95'
L37	N 40°32'21" W	47.92'
L38	N 38°04'18" W	37.31'
L39	N 39°30'46" W	43.84'
L40	N 38°29'30" W	60.83'

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N 43°25'11" W	30.46'
L42	N 39°41'12" W	48.03'
L43	N 37°29'47" W	71.54'

PROJECT BOUNDARY DESCRIPTION

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FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED, WITH THE CENTERLINE OF STATE ROAD NO. 16, A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPOTTATION RIGHT OF WAY MAP SECTION 78050-2505; THENCE S 77° 33' 46" W, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 1171.22 FEET, THENCE NORTH 12° 59' 52" WEST, DEPARTING SAID CENTERLINE, AND ALONG THE WESTERLY LINE OF DEED BOOK 65, PAGE 169, 5018.37 FEET TO THE SOUTHERLY PROLONGATION OF A SECTION LINE, OF SECTION 52; THENCE N 82° 37' 09" E ALONG SAID PROLONGATION OF THE SECTION LINE, 116.41 FEET (SAID DESCRIPTION TIE BEING BASED ON A ST JOHNS COUNTY RIGHT OF WAY SURVEY MAP OF SAN SEBASTIAN VIEW, BY ROBERT M. ANGAS AND ASSOCIATES)TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING, N 89° 27' 36" E, 19.35 FEET; THENCE S 35° 32' 02" E, 12.58 FEET; THENCE S 31° 55' 01" E, 18.59 FEET; THENCE S 31° 54' 59" E, 24.47 FEET; THENCE S 31° 54' 59" E, 52.73 FEET; THENCE S 45° 36' 58" E, 12.29 FEET; THENCE N 39° 03' 31" E, 91.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) CALLS: (1) ALONG A NON-TANGENTIAL CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 489.40 FEET, AND ARC LENGTH OF 246.21 FEET, AND WHOSE LONG CHORD BEARS N 29° 01' 08" W, 243.62 FEET; (2) THENCE N 15° 34' 45" W, 416.44 FEET; (3) THENCE ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 213.63 FEET, AND WHOSE LONG CHORD BEARS N 22° 34' 45" W, 210.51 FEET; (4) THENCE N 39° 34' 45" W, 208.80 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 47° 07' 55" E, 694.44 FEET; THENCE S 28° 22' 00" E, 462.80 FEET TO THE POINT OF BEGINNING, CONTAINS 4.87 ACRES.

TOPOGRAPHY SURVEY GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY
2. THIS IS A TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THE FIELD SURVEY WAS PERFORMED ON 09/13/2024
4. THE SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAP OR MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS') SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATIONS FLORIDA PERMANENT REFERENCE NETWORK (FPRN'S). THE CORRECTED POSITIONS COMPUTED BY THESE NETWORKS WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS ON PRIMARY CONTROL ALONG WITH CONSISTENT HORIZONTAL CHECKS TO SECONDARY CONTROL. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
6. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC). THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY THE FLORIDA PERMANENT REFERENCE NETWORK, BY SURVEY GRADE G.P.S.
8. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
9. IN SOME INSTANCES IT IS NECESSARY TO EXAGGERATE THE LOCATION OF SOME FEATURES SUCH AS, BUT NOT LIMITED TO, FENCES, ADDITIONAL PROPERTY CORNERS FOUND, ETC. IN ORDER TO MORE CLEARLY REPRESENT THE AFOREMENTIONED ITEMS.
10. UTILITIES OTHER THAN SHOWN WERE NOT FIELD LOCATED.
11. THE PROPERTY SURVEYED CONTAINS WETLANDS PER CES COMPANY PROJECT 5.20107 DATE: JUNE 13, 2024 AND SURVEYED BY US.
12. THIS IS A SURFACE SURVEY ONLY. UNDERGROUND IMPROVEMENTS SUCH AS FOOTERS AND UTILITIES, IF ANY; WERE NOT LOCATED, EXCEPT AS SHOWN.
13. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "AE (EL 9)", ACCORDING TO THE FLOOD INSURANCE RATE MAP(FIRM), COMMUNITY-PANEL NUMBER 12109C0312J REVISED 12/7/2018. THE SAID FLOOD INSURANCE RATE MAP IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
14. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM ST JOHNS COUNTY PROPERTY APPRAISERS OFFICE.
15. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY (AS PER THE CLIENT'S REQUEST) IS TO SURVEY THE UPLANDS THAT ARE ON THE WEST SIDE OF SAN SEBASTIAN VIEW FOR A DOG PARK).
16. THE BOUNDARY LINES SHOWN HEREON ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE INTENDED TO SHOW APPROXIMATE BOUNDARY LOCATION.
17. SHOWING EXCEPTIONS I5 & 20 EASEMENT PER OLD REPUBLIC TITLE INSURANCE COMPANY REPORT NO. 4757, DATED 10/31/2021, THE REST OF THE EASEMENTS DON'T APPLY TO THIS PARCEL.

HATCH LEGEND

Symbol	Denotes
	ASPHALT PAVEMENT
	CONCRETE
	DIRT SURFACE
	GRAVEL SURFACE

Symbol/Abbreviation Legend

Symbol	Denotes
⊙	SET NAIL AND DISK "LB 6979" OR AS NOTED
●	FOUND 5/8" IRON ROD AND CAP "LB 8377"
○	SET 1/2" IRON PIPE "LB 6979"
⊡	TELEPHONE PEDESTAL
WV	WATER VALVE
IRR	IRRIGATION VALVE
SV	SANITARY VALVE
WM	WATER METER
⊗	POST WITH METER
SCO	SANITARY CLEAN OUT
☼	LIGHT POLE
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
DB	DEED BOOK
PB	PLAT BOOK
(P)	PLAT
PG	PAGE(S)
No.	NUMBER
LB	LICENSED BUSINESS
EOP	EDGE OF PAVEMENT
IPC	IRON PIPE AND CAP
CLF	CHAIN LINK FENCE
NAIL	NAIL & DISK FOUND
PL	PROPERTY LINE
+0.00	SPOT SHOT ELEVATION
EP	EDGE OF PAVEMENT
FL	FLOW LINE
BC	BACK OF CURB
WF	WETLAND FLAG (SURVEYED LOCATION)

REV.	DATE	WHO	DESCRIPTION

PROJECT NO: 24-0439
MAP DATE: 09/21/2024
SURVEY DATE: 09/13/2024
CHECKED BY: RDF
DRAWN BY: AMF
FIELD WORK: KJB
FBK: N/A PG: N/A

SHEET: 1 OF 1

RUSSELL D. FLINT, Florida PSM LB # 8528
Not Valid Without the Digital Signature of a Florida Licensed Surveyor & Mapper

Flint Surveying & Mapping, Inc.
111 NATURE WALK PKWY #100
ST JOHNS, FL 32259
PHONE (904) 826-0045

Attachment #6

CITY OF ST AUGUSTINE
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Business Impact Estimate Form

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

Proposed Ordinance Title/Reference:

Ordinance No.

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING A TOTAL OF APPROXIMATELY 0.16 ACRES; LOCATED AT THE NORTH END OF FLAGLER CROSSING DRIVE AND WEST OF SAN SEBASTIAN VIEW; AS PORTIONS OF THE FRANCIS J. FATIO OR DELESPINE GRANT, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; REZONING APPROXIMATELY 0.16 ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF COMMERCIAL LOW-ONE (CL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.
O

Applicable Exemptions:

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

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

Business Impact Estimate:

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

This ordinance changes the zoning on a private piece of property.

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):**

This ordinance changes the zoning on a private piece of property.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: November 20, 2025

RE: Agenda Item for December 8, 2025, City Commission Meeting
Consideration of a Petition to Vacate Right of Way, 81 Magnolia Drive

---

Please find attached Petition to Vacate right of way at 81 Magnolia Drive (PID 1583200000), 73 Magnolia Drive (PID 1583100000), and 89 Magnolia Drive (PID 1583300000). The applicant submitted to the Development Review Committee, and staff comments are attached.

If the City Commission approves this Petition to Vacate, staff will proceed with drafting an ordinance.

Please let me know if you have any questions regarding this agenda item.

Stephen L. Slaughter, P.E.
Utilities & Public Works Director

Attachments: Petition to Vacate Right of Way
Development Review Committee comments
Copy: Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, PE, Assistant City Manager

City of St. Augustine
Application For Friday Review

Office Use Only
Application Fee $150 Cash
Date Paid 7/25/2025

Business Name_N/A Residential _____

~~Business~~ Physical Address: 72 Magnolia Dr & 81 Magnolia Dr Parcel Numbers: 1583100000 & 1583200000

~~Business~~ Email: jondepreter@gmail.com & rojpytel@gmail.com Telephone:334-505-6201 Business Fax___

Business Owner_____ Property Owner: Depreter Jon,Andrea & Pytel Roman,Kristen

Type of Business: RS=2 Residential VACATED ALLEY _____

Square Footage _____ Number of Employees Per Shift _____ Number of Seats_____

Number of Units_____ Previous Use_____ Vacant_____ Other_____

Street Vacation Request YES

Proof of Ownership Attached YES

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

SIGNATURE OF APPLICANT DATE

7/25/2025
7/25/25

PETITION TO VACATE STREET OR ALLEYWAY

TO: THE HONORABLE CITY COMMISSION
ST. AUGUSTINE, FLORIDA

Petitioners, DePreter Jon, Andrea & Pytel Roman, Kristen respectfully petition the Honorable City Commission, St. Augustine, Florida, as follows:

1. To vacate, discontinue and abandon that certain portion of the unnamed, Alley more particularly described as follows:

   1/19 PROPERTY BELONGING TO SHEPARD CROSBY ROWS & E 5 FT OF LOTS 10 11 & 12 BLK A ARE COMMON ELEMENTS DEDICATED FOR PUBLIC USE PER F.S. 177.081(3)

2. In support of this Petition, Petitioner respectfully shows:

   (a) They are the fee simple owners of parcel(s) of real property which abut on the portion of the unnamed alleyway which Petitioner seeks to vacate, discontinue and abandon.

   (b) Said portion of the unnamed alleyway which petitioners seek to vacate is bounded on the east and west by our properties (81 Magnolia Dr. and 73 Magnolia Dr.) and is not used by members of the general public.

3. The vacation requested herein will not disturb or violate the rights of any other landowners, the general public or the City of St. Augustine.

4. **Purpose and Intent for the Vacation:** The purpose and intent for vacating this unnamed alleyway is to formalize its non-use and integrate it with the abutting properties. This alleyway is currently completely covered with significant trees and is rendered inaccessible by existing fences, effectively making it unusable by the general public. It does not provide access to any other properties or public areas, as it terminates at the end of our lots. Vacating this portion of the alleyway will not impede public access, disturb any easements, or negatively impact the rights of any other landowners or the City of St. Augustine. Furthermore, it will allow for better management and preservation of the significant trees that currently occupy the space.

5. Petitioner hereby waives personal service of notice or any other process in connection with this proceeding.

The names, mailing addresses of all easement holders and persons owning lands abutting said portion of the unnamed, unopened alleyway which Petitioner seeks to vacate and the property identification numbers of the real property parcels owned by such person are:

Roman and Kristen Pytel

- Address: 81 Magnolia Dr., St. Augustine, FL
- Parcel ID: 1583200000

Jon and Andrea DePreter

- Address: 73 Magnolia Dr., St. Augustine, FL
- Parcel ID: 1583100000

Stedman Edson

- Address: 89 Magnolia Dr., St. Augustine, FL
- Parcel ID: 1583300000

WHEREFORE, Petitioners request this Honorable City Commission to approve this petition to vacate said portion of unnamed alleyway and thereafter enact an ordinance vacating, discontinuing and abandoning same.

The Petitioners hereby affirm that the information submitted is complete, true and correct, and understands and agrees that the city commission may retain an easement for utilities, drainage, or other public purpose as a condition to the right-of-way vacation.

RESPECTFULLY SUBMITTED this 25 day of JULY, 2025.

Roman Pytel By _____

Jon DePreter By _____

Sworn to (or affirmed) and subscribed before me, **by means of ☑ physical presence or ☐ online notarization**, this 25th day of July, 2025 (year), by ROMAN PYTEL & JON DEPRETER.

_____
Notary Public

JOHN F. KAVANAUGH
Notary Public - State of Florida
Commission # HH 611442
My Comm. Expires Dec 5, 2028
Bonded through National Notary Assn.

Personally known ✓ Produced Identification ___
Type of Identification Produced: _____

STREET VACATION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me, the undersigned authority, personally appeared Roman and Kristen Pytel , who, being first duly sworn, deposes and says:

I, on Roman and Kristen Pytel, am the owner of record of that certain real property described as 81 Magnolia Dr., Property Identification Number: 1583200000, and hereby acknowledge receiving notice of the Petition by Roman and Kristen Pytel and Jon and Andrea Depretor to vacate a portion of unnamed alleyway Street/Road/Avenue.

I am over the age of eighteen (18) years and make these averments based on my personal knowledge.

FURTHER AFFIANT SAYETH NOT.

Printed Name: Roman Pytel

Address: 9 Ponce De Leon Ave St Augustine FL 32080

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this 25th day of June, 2025 (year), by Roman Pytel & Jon Depretor.

Notary Public
Personally known / Produced Identification__
Type of Identification Produced:_____.

JOHN F. KAVANAUGH
Notary Public - State of Florida
Commission # HH 611442
My Comm. Expires Dec 5, 2028
Bonded through National Notary Assn.

Rev. 01/2020 (CC)

STREET VACATION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me, the undersigned authority, personally appeared Jon DePreter & Andrea DePreter , who, being first duly sworn, deposes and says:

I, Jon DePreter & Andrea DePreter, am the owner of record of that certain real property described as 73 Magnolia Dr., Property Identification Number: 1583100000, and hereby acknowledge receiving notice of the Petition by Roman and Kristen Pytel and Jon and Andrea DePreter to vacate a portion of unnamed alleyway Street/Road/Avenue.

I am over the age of eighteen (18) years and make these averments based on my personal knowledge.

FURTHER AFFIANT SAYETH NOT.

JON DEPRETER Printed Name:
23 MAGNOLIA DRIVE Address:
ST. AUGUSTINE

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization, this 25th day of July, 2025 (year), by JON DEPRETER.

Notary Public
Personally known ✓ Produced Identification__
Type of Identification Produced:_____.

JOHN F. KAVANAUGH
Notary Public - State of Florida
Commission # HH 611442
My Comm. Expires Dec 5, 2028
Bonded through National Notary Assn.

Rev. 01/2020 (CC)

Red = Alley

Yellow = Retail

Purple = Depots

75 King Street, Lobby B, 4th Floor, P.O. Box 210
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www.CityStAug.com

Development Review Committee "FRIDAY REVIEW"

Friday Review DRC Meeting:	August 08, 2025
Subject Property Address:	**81 MAGNOLIA DR, Saint Augustine, FL, 32080**
Applicant and Business Name:	Roman Pytel /
Use and Project Description:	Residential Use

INSTRUCTIONS TO APPLICANT:

Applicants are hereby instructed to deal directly with the contact noted below to satisfy these comments and any direction discussed with applicant at the Friday Review meeting. The City will not authorize building permits or business licenses until all appropriate requirements have been satisfied for the project. Should any details regarding the project or business change at any time, be sure to check in with the contact noted below to ensure compliance.

Historic Preservation Comments

Comments By: Candice Seymour
cseymour@citystaug.com

The property is within Archaeological Zone IIIB.

While no development is proposed under this DRC application, the property owner should be aware that any future development of the property will trigger archaeological review requirements. Our City Archaeologist is happy to answer any questions regarding this process if applicable.

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Planning Comments

Comments By: Victoria Murphy
vmurphy@citystaug.com

Sec. 22-176. - Fee for petition for vacation, abandonment of street, alley or other public way.
The city commission will set the petition fee by resolution for the reasonable administrative costs related to any petition for the vacation or abandonment of any street, alley or other public way. No petition for the vacation or abandonment of any street, alley or other public way will be placed by the city manager on the agenda of the city commission unless and until such fee shall have been paid.

(Code 1964, § 25-7; Ord. No. 2007-07, § 2, 5-14-07; Ord. No. 19-17, § 1, 8-26-19)

Editor's note— The effective date for this section is May 24, 2007.

State Law reference— User fees authorized, F.S. § 166.201.

Sec. 22-177. - Waiting period established for petitions previously denied by the city commission.
Whenever the city commission has denied a petition for a vacating or abolishing of a street, alley or right-of-way no further application shall be filed for the same street, alley or right-of-way for a period of one (1) year from the date of such action. In the event that two (2) or more petitions for the same street, alley or right-of-way or any part or all of the same has been denied, no further petition shall be filed for the same property for a period of two (2) years from the date of such action denying the last application filed. The city commission may waive the waiting period for just cause if it is found to be in the public interest.

(Ord. No. 93-09, § 1, 4-12-93; Ord. No. 19-17, § 2, 8-26-19)

Sec. 22-178. - Intermittent closure of public right-of-way for pedestrian and non-motorized traffic only, and on-street dining; violations and penalties.
(a) The city commission may close a public right-of-way to motorized traffic, in part or in whole, intermittently, to accommodate pedestrian and non-motorized traffic only, consistent with section 24-106(a)

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Planning Comments

Comments By: Victoria Murphy
vmurphy@citystaug.com

of this code, and on-street dining hours of operation, as provided for in a duly adopted resolution and on-site signage.
(b) Consistent with F.S. § 316.074, a violation of this section by a vehicle regulated under state law is a noncriminal traffic infraction punishable as a moving violation as provided in F.S. ch. 318.
(c) Consistent with chapter 24 of this Code, a violation of this section by any device regulated under the city's municipal code is a non-criminal infraction of city ordinances punishable as provided in chapter 24, City of St. Augustine municipal code.

(Ord. No. 19-04, § 3, 7-8-19)

Sec. 22-179. - Petition requirements.
Petitioner will remit the required fee and a completed application to the city clerk. The petition must include the following:
(a) The name and address of the petitioner or petitioners, and any authorized agent;
(b) Sufficient proof of ownership evidencing petitioner's ownership of property adjacent to the right-of-way;
(c) Identification and concurrence of all affected property owners and easement holders adjacent to, or that must access, the right-of-way to be vacated;
(d) A clear and concise statement of the purpose and intent for the vacation;
(e) A legal description of the right-of-way to be vacated with a site plan, streetscape, or other visual documentation that clearly depicts the right-of-way to be vacated and its effect on adjacent public lands, utility and drainage easements, natural habitats, or scenic vistas.
(f) A statement that the information submitted is complete, true and correct, and that petitioner understands and agrees that the city commission may retain an easement for utilities, drainage, or other public purpose as a condition to the right-of-way vacation.

(Ord. No. 19-17, § 3, 8-26-19)

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Planning Comments

Comments By: Victoria Murphy
vmurphy@citystaug.com

Editor's note— Ord. No. 19-17, § 3, adopted August 26, 2019, amended the Code by adding provisions designated as § 22-178. Inasmuch as there were already provisions so designated, the provisions have been redesignated as § 22-179 at the discretion of the editor.

Sec. 22-180. - Review, notice and hearing.
Petitioner shall attend a staff review of their petition, and address all staff questions or concerns prior to being scheduled for a hearing before the city commission. Any unresolved staff concerns will be described to the city commission. The petition will first be heard by the city commission, and if the commission finds that the petition requirements have been met and that staff concerns have been adequately addressed with any conditions needed to safeguard the public interest, the city commission may direct the city manager to place the item for first reading of an ordinance to vacate the right-of-way. If the ordinance is passed on first reading and set for public hearing, no later than fifteen days prior to second reading the city clerk will send a mailed notice, certified, return receipt, to all affected property owners and easement holders, as well as, place an advertisement in a newspaper of general circulation, notifying the public of a second reading and public hearing regarding the proposed right-of-way vacation.

(Ord. No. 19-17, § 4, 8-26-19)

Editor's note— Ord. No. 19-17, § 4, adopted August 26, 2019, amended the Code by adding provisions designated as § 22-179. Inasmuch as there were already provisions so designated, the provisions have been redesignated as § 22-180 at the discretion of the editor.

TME Policy 3.1.9
The Mobility Plan projects may include repurposing existing right-of-way from motor vehicle travel lanes to

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Planning Comments

Comments By: Victoria Murphy
vmurphy@citystaug.com

lanes for shared streets, dedicated transit facilities, high-occupancy lanes, protected bicycle facilities, flexible 15 MPH lanes, shared-use multimodal lanes, expansion of sidewalks, trails and paths, and the integration of green infrastructure.

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ROW/Site Plan Comments

Comments By: Robert Wright
rwright@citystaug.com

Public Works has no objection to this right-of-way vacation as proposed.

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Utility Availability Comments

Comments By: Daniel Borrer

dborrer@citystaug.com

1. No comments for the alley way section of ROW vacation.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: November 24, 2025

RE: Agenda Item for December 8, 2025, City Commission Meeting;
Presentation for the Florida Department of State – Division of Historical Resources Grant Update

Staff would like to provide the Commission with an update on five Historic Preservation projects, utilizing funds from the Florida Department of State – Division of Historical Resource appropriation, in the amount of $3,620,000.

Attached is a copy of the presentation. If you concur, please place this item on the Agenda for the Commission meeting scheduled for Monday, December 8, 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.

Barbara Moore

Barbara Moore
General Services Group Manager

BLM

Encl: PowerPoint Presentation

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

Florida Department of State- Division of Historical Resources Grant Update

City Commission Meeting
December 8, 2025

Barbara Moore
General Services Group Manager
City of St. Augustine

CITY OF ST AUGUSTINE EST. 1565

INTRODUCTION

Background:

On July 1, 2023, the City of St. Augustine received an appropriation from the State of Florida, Department of State, Division of Historical Resources in the amount of $3,620,000.

The grant funds were used to repair/restore the following:

1. Repaint the Pena Peck House
2. Repair/Replace roof on the Pena Peck House
3. Repair/Replace the floors at the Visitor Information Center
4. Waterproof sealant to the Alcazar Hotel/Lightner Building
5. Replace non-historic windows in the Alcazar Hotel/Lightner Building

Pena Peck House

Grant Funded Project: Paint Exterior of Building

- Project complete February 2024
- Vendor: Certa Pro Painting
- Cost: $33,425





CITY OF ST AUGUSTINE EST. 1565

Pena Peck House

Grant Funded Project: Roof Replacement

- Project Complete July 2025
- Vendor: Childers Roofing
- Cost: $605,000





CITY OF ST AUGUSTINE EST. 1565

Pena Peck House









CITY OF ST AUGUSTINE EST. 1565

Visitor Information Center

Grant Funded Project: Replace wood floors

- Project Complete February 2025
- Vendor: Blue CS Construction
- Cost: $98,475.79 Grant Funds



5,124 SF reclaimed heart pine





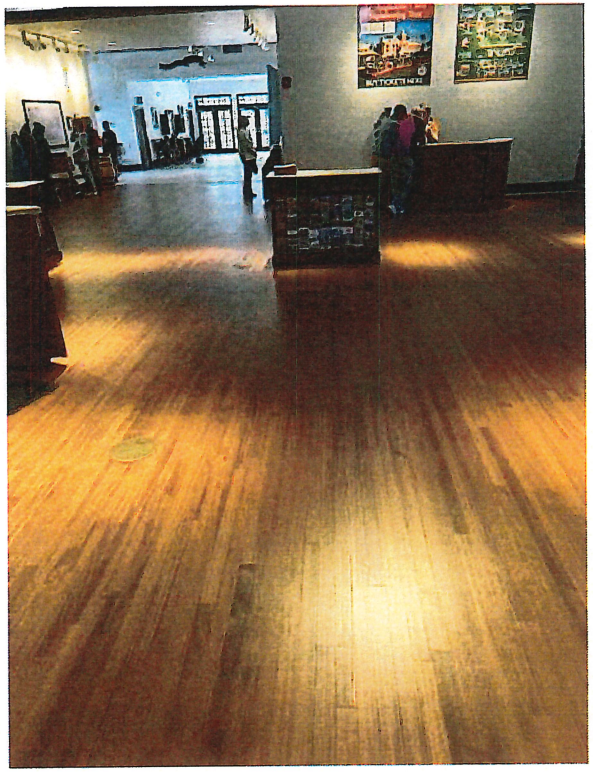
1,880 SF Refinish existing

CITY OF ST AUGUSTINE EST. 1565

Visitor Information Center









CITY OF ST AUGUSTINE EST. 1565

Alcazar waterproofing

Grant Funded Project: Waterproof Exterior of Building

- Project complete September 2025
- Vendor: Childers Roofing/Blanchard Coating and Caulking
- Cost $1,350,000

Scope: Crack repair, pressure wash, terra cotta repair, and waterproofing application





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Alcazar waterproofing

Scope: Crack Repair





CITY OF ST AUGUSTINE EST. 1565

Alcazar waterproofing

Scope: Pressure Washing





CITY OF ST AUGUSTINE EST. 1565

Alcazar waterproofing

Scope: Pressure Washing





CITY OF ST AUGUSTINE EST. 1565

Alcazar waterproofing

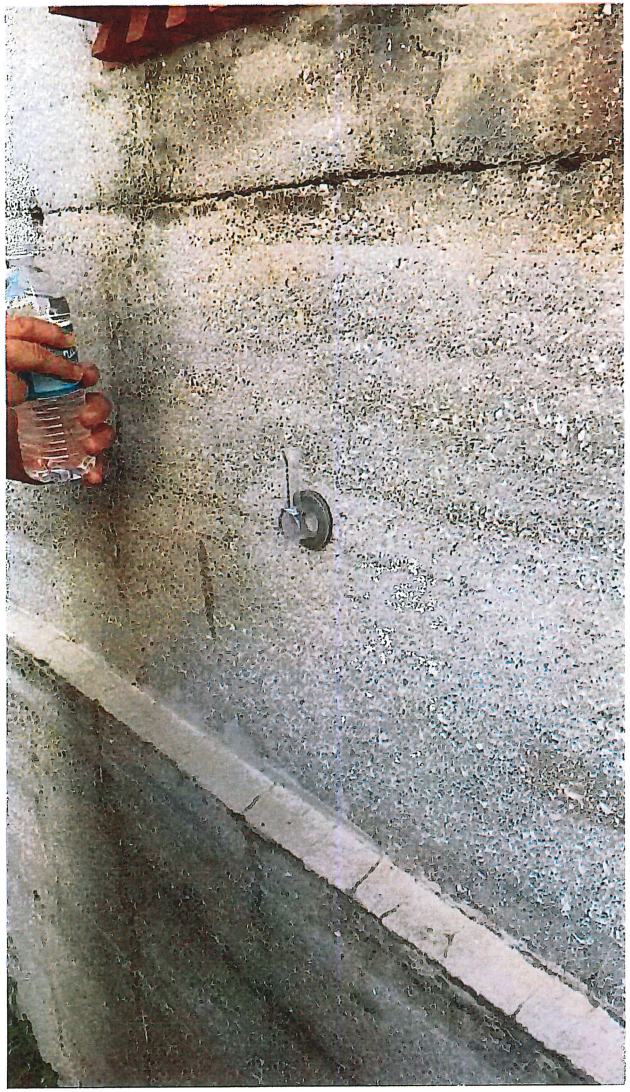
Scope: Terra Cotta Repair





CITY OF ST AUGUSTINE EST. 1565

Alcazar waterproofing – Rilem Testing





CITY OF ST AUGUSTINE EST. 1565

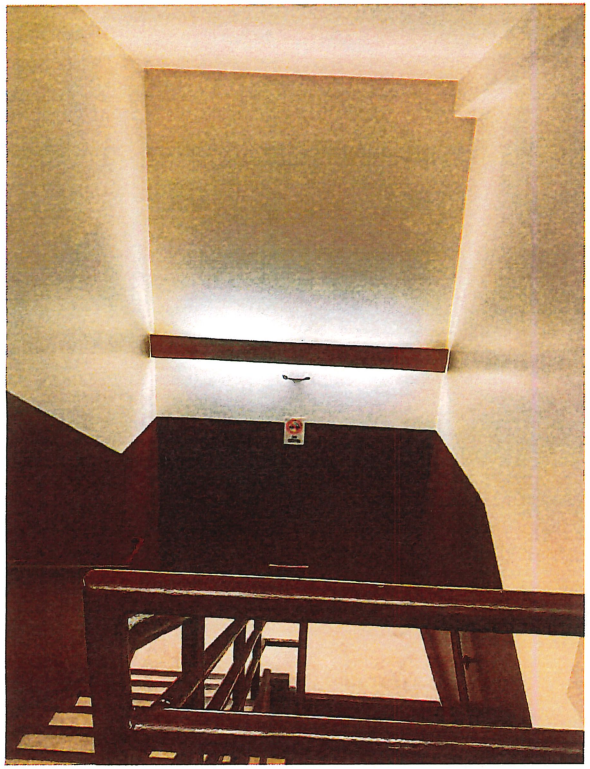
Alcazar Window Replacement

Grant Funded Project: Alcazar/Lightner Window Replacement

- Project complete November 2025
- Vendor: DiMare Construction
  - Vendor Cost: $721,349.21
  - Window Cost: $777,000
- Total: $ 1,498,349.21

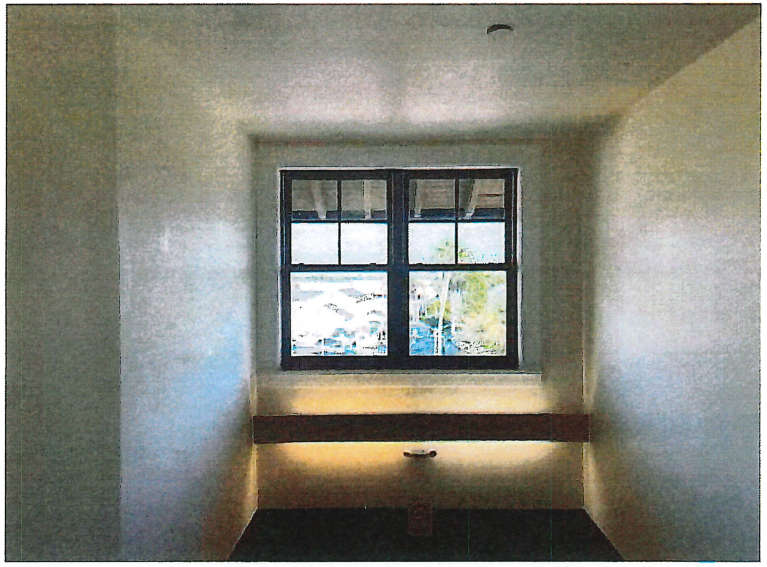
Total Number of Windows City Hall/Lightner: 690
Number of windows in this project: 349
Missing: 5 windows
Excludes: Storefront & 4th floor window renovation

Alcazar Window Replacement



Before

After - Inside





After - Outside

CITY OF ST AUGUSTINE EST. 1565

Alcazar Window Replacement





CITY OF ST AUGUSTINE EST. 1565

Alcazar Window Replacement





Alcazar Window Replacement



CITY OF ST AUGUSTINE EST. 1565

Alcazar Window Replacement





CITY OF ST AUGUSTINE EST. 1565

Architectural Services

Grant Funded Project: Window Replacement & VIC Floor Replacement

- Vendor: Sarah Ryan
- Vendor Cost: $34,750
  - ✓ Window specifications, documentation, and drawings
  - ✓ Window key and schedule
  - ✓ VIC floor assessment
  - ✓ VIC drawings, details, and specifications for new floor installation



CITY OF ST AUGUSTINE EST. 1565

Thank You

- Florida Department of State – Division of Historical Resources
- Childers Roofing
- Blanchard Coating and Caulking
- Manning Windows
- Certa Pro Painting
- Blue CS Construction
- VIC Staff
- DiMare Construction
- David Bagnall – Executive Director Lightner Museum

CITY OF ST AUGUSTINE EST. 1565

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: November 24, 2025

RE: 204 Pelican Reef - Code Enforcement Case CE2024-0464 – Recommendation in Reduction of Lien

This memo is being written to request that the Special Magistrate's "Recommendation for Reduction in Lien" be considered by the St Augustine City Commission.

The circumstances surrounding this lien involves the removal of trees without a permit in association with development plans. The violation was confirmed, the fine was set and a lien of $24,500.00 was established. The Special Magistrate heard the respondent's argument and agreed to a recommendation to reduce the lien to $4,500.00. This was agreed to as information was discovered that the replacement of the trees would be established in the owner's Development Order issued by the Planning and Building Department.

The reduction also places the fine amount in line with similar incidents in the Pelican Reef Development.

1) 125 Spoonbill Ct (CE2024-0393) – Removal of Trees without a permit - fine was set at $500.00 with the replanting of six trees at $325.00 each. ($1950.00)
2) 186 Pelican Reef (CE2024-0394) – Removal of Trees without a permit – fine was set at $4500.00 and compliance with the Development Order.

Please place this item on the December 8, 2025, City Commission Agenda, if you concur. If you have any questions or require additional information, please contact me.

Barry E. Fox
Code Enforcement Manager
Building and Code Division
Planning and Building Department

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Firefighters Pension Board Members

DATE: November 25, 2025

RE: Request for Two (2) appointments – St. Augustine Firefighters' Pension Fund Board of Trustees

Notification was previously given regarding two (2) term expirations on the St. Augustine Firefighters' Pension Fund Board of Trustees which will expire January 1, 2026.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website. Applications were received from the following:

1. Micah Clukey, Jr. (current board member)
2. Paul Leonard (current board member)
3. Van Cogley

Attached are the applications received from the above-referenced applicants, in addition to the current roster, Board profile and responsibilities.

Darlene Galambos
City Clerk

Attachments: Application

xc: Clerk's Office (FFPB)

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTERS' PENSION TRUST FUND

Meets quarterly, February, May, August and November – 1:00 P.M.
Communications Conference Room, Elevator Lobby "B," 2nd Floor, City Hall

Board Member	Contact information	Election Date	2-Year Terms Expire
Dustin Hamilton **VICE-CHAIR/Secretary**	101 Malaga Street 808-3369 dhamilton@citystaug.com	12/2024 12/2022	**01/01/2027**
Sean Crofutt **CHAIR**	101 Malaga Street 829-1098 cro103@yahoo.com	12/2023 12/2021 11/2019 02/2018	**01/01/2026**

Appointed Board Members	Contact Information	Appointment	2-Year Term Expiration
Micah A. Clukey, Jr.	30 Seminole Drive, 32094 669-7618 mclukey@clukeyandtebault.com	12/11/2023 02/28/2022	**01/01/26**
Paul Leonard	5 Indian Mound, 32084 602-326-9190 pleonard430@gmail.com	12/11/2023	**01/01/26**
Harold (Hal) Chappell BOARD APPOINTED	193 Elmwood Dr. Saint Johns, 32259 443-223-0172 Hal@invest4NOW.US Halchap58@proton.me	06/09/2025	**01/01/27**

Pedro Herrera
Sugarman & Susskind, P.A.
100 Miracle Mile ste 300
Coral Gables, FL 33134
305-613-5302
pherrera@sugarmansusskind.com

Jorge Friguls & James Reino
Mariner Institutional
340 West Central Ave, Ste 300
Winter Haven, FL 33880
836-293-8289

Doug Lozen
Foster & Foster, Inc.
13420 Parker Commons Blvd, Ste 104
Fort Myers, FL 33912
239-433-5500
Doug.Lozen@foster-foster.com

Kimberly Kutlenios
Fifth Third Bank
200 E. Robinson St, 9th Floor
Orlando, FL 32801
407-999-3027
Kimberly.kutlenios@53.com

Daniel Anderson
Mauldin and Jenkins, CPA
941-747-4483
1401 Manatee Avenue West
Suite 1200
Bradenton, Fl 34205
danderson@mjcpa.com

06/11/25

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTER'S PENSION TRUST FUND

Authorization:	Article V, Chapter 20, Code of Ordinances
Number of Members:	Five (5)
Terms of Office:	Elected and appointed members Two (2) year terms.
Appointment:	**Two (2) legal residents of the city appointed by City Commission**: two (2) member representatives elected by the firefighters; and **one (1) selected by previous four** (4).
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions thereof.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states "Members of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the city clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard".
Meetings:	Quarterly in February, May, August, November

CITY OF ST. AUGUSTINE

APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. In accordance with Ordinance 2003-14 citizen boards that assist in the governing of the City of St. Augustine shall be made up of persons who reside within the City Limits. Exceptions to this City Commission policy may be made for members of ad-hoc committees on a case-by-case basis by the City Commission. All applications must include a cover letter and resume.

1. APPLICANT Micah Clukey Jr
2. RESIDENCE (address) 30 Seminole Dr. St. Augustine, FL 32084 PHONE 904-669-7618
3. BUSINESS OWNED (Address) Clukey & Tebault - 251 San Marco Ave St. Aug 32084 PHONE 904-679-3113
4. PROPERTY OWNED (Address) _____
5. MAILING ADDRESS PREFERRED 30 Seminole Dr, St. Augustine, FL 32084
6. E-mail Address mclukey@clukeyandtebault.com
7. BOARD DESIRED Fire Pension Board
8. OCCUPATION (include resume) PARTNER CPA FIRM
9. PROFESSIONAL QUALIFICATIONS: (Attach additional information or Cover Letter)

_____

_____

_____

10. OTHER COMMENTS OR INFORMATION
Currently serving on board

_____

_____

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. **Regardless of your answer to question 1, go to question 2.**	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐ Yes ☒ No	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native ☐ ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☒ White	

12. SIGNATURE OF APPLICANT _____ DATE 11/12/25

Saint Augustine, FL 904-669-7618 mclukey@clukeyandtebault.com

Micah Clukey

PARTNER, CLUKEY & TEBAULT, LLC

EDUCATION

Fordham University
Bronx, NY
BS in Finance
GPA 3.00

REFERENCES

Available upon request

OBJECTIVE

To renew board seat with the City of St. Augustine's Firefighter's Retirement Fund Board of Trustees.

FUNCTIONAL SKILLS

Financial Consulting
Tax and Accounting
Budgeting and Forecasting
Communication
Problem-solving

EXPERIENCE

October 2018 - present
Managing Partner • Clukey & Tebault, LLC

July 2008 – October 2018
Senior Staff Accountant • Kresge, Platt and Abare, PLLC

June 2006 – June 2008
Financial Services • New York Life

COMMUNITY INVOLVEMENT

President of Ancient City Soccer. Member of Firefighter's Retirement Fund Board of Trustees. Executive Board Member – Foundation for the Museum of Black History.

LEADERSHIP

Continuously leading a team of 26 employees at Clukey & Tebault, LLC.

Born and raised in St. Augustine, FL, Micah always knew he wanted to live and work in his hometown. After moving to New York to attend Fordham University as the place kicker for the Fordham Rams, Micah earned his degree in Finance while also being a four-year letterwinner on the field.

When founding Clukey & Tebault in 2018, Micah and his business partner, Tyler, knew they wanted to offer a personalized, concierge tax and accounting experience to businesses of all sizes and individuals of all levels of wealth. "*My goal is to be more than just someone you talk to once a year. I get to know each client, their family, and their business. They know if they need me, and even if they don't, I'm here.*" Micah prides himself on changing the narrative when it comes to traditional CPA firms by focusing on servicing clients at the highest level possible and is driven to ensure his clients achieve their financial and personal objectives.

Micah has invested much time throughout his career to community involvement, proudly serving in leadership roles for many charitable causes, currently including the Memorial Presbyterian Church Stewardship Committee, Treasurer of Ancient City Soccer Club, sits on the board for the City of St. Augustine Fire Pension as well as the Board for the Foundation for the Black History Museum in St. Johns County.

Outside of Clukey & Tebault, Micah and his wife, Carly, are raising two sons, Ellis and Kane. Together, they all enjoy being active, enjoying the Florida weather and traveling.

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

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1. APPLICANT Paul Leonard
2. RESIDENCE
   (address) 5 Indian Mound Dr, St Augustine Florida 32084 PHONE 602-326-9190
3. BUSINESS OWNED (Address)_____ PHONE_____
4. PROPERTY OWNED (Address) 5 Indian Mound Dr, St Augustine Florida 32084
5. MAILING ADDRESS PREFERRED 5 Indian Mound Dr, St Augustine Florida 32084
6. E-mail Address pleonard430@gmail.com
7. BOARD DESIRED Board of Trustees Firefighter Pension Trust Fund
8. OCCUPATION (include resume if available) Volunteer- Resume Attached
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)
   Cover letter and resume attached.
10. OTHER COMMENTS OR INFORMATION

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. **Regardless of your answer to question 1, go to question 2.**	
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Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native ☐ ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White	

12. SIGNATURE OF APPLICANT

Paul Leonard DATE 14 November 2025

12. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.

PAL

Initial

Paul Leonard Resume

5 Indian Mound Dr
St. Augustine, FL 82084
(602) 326 9190

Summary

Successful technology executive seeking challenging volunteer opportunities that exploit my experience and capabilities.

Notable Achievements and capabilities

- Managed large business units >$400M sales with 200 employees.
- Started new business units from the ground up.
- Effective communicator at the executive level, generating investment plans.
- Extensive Science and Technology background.
- International business experience in Asia, managed remote staff, set up key supply chains.
- Developed, launched new products and technologies.
- Recruited, retaining, and preparing key talent for higher levels of responsibility.
- Developed all class material for bachelor level business classes.

Employment History

Consultant- Semiconductor Industry 2015-2020

- Developed product and technology strategies for the emerging green power market.
- Established financial business plans and staff for new start up.
- Set up Asia sales channels for initial products

Wilkes University, Mesa, Arizona 2015-2017
Adjunct Professor

- Instructor for graduate (business research) and undergraduate (operations management) courses at the Wilkes University Sidhu School of Business.
- Developed the course material and curriculum.
- Experienced teaching on-line classes using Desire-to-Learn.
- Extensive math and science background.

ON Semiconductor, Phoenix, Arizona 2007-2015
Vice President General Manager Power Products Division

- Profit and Loss Responsibility for $390M power semiconductor division serving multiple end markets consisting of 200 employees working in marketing, engineering, development, and business management in 3 continents.
- Continuously improved gross margin and EBIT (200bps) through effective product cost reductions and improved operational efficiencies.
- Launched new product families with new technologies generating $65M per year.
- Recruited direct staff, preparing them for ever increasing responsibilities taking over the business units.

Education

Florida Institute of Technology, Melbourne Florida
MBA Business Management 1980

University of Michigan, Ann Arbor, Michigan
BSEE (Electrical Engineering) 1977

Goldratt Institute, New Haven, Conn
Jonah (Jonah Program Theory of Constraints) 1996

Volunteer Organizations

- Council on Aging- St Johns County 2016- present
- Trustee City St Augustine Firefighters Pension Trust Fund 2024-present

City Commission
City of St Augustine
St Augustine, Florida

14 November 2025
Paul Leonard
5 Indian Mound
ST Augustine, Fl. 32084
602 326 9190

Re Board of Trustees Firefighters' Pension Fund

Please find attached my resume and application for the Board of Trustee Firefighters' Pension Fund. I am seeking volunteer opportunities that utilize my experience and background. My capabilities will enable me to be a contributing member to the Board.

The highlights of my background include the following:

- Currently serving on the Board of Trustees Firefighter Pension Fund.
- Adjunct professor teaching business undergraduate level classes.
- 15 plus years as an executive in the semiconductor industry managing $400M business units with profit and loss, managing 200-person organization and $250M cost/expenses.
- Successively developed and executed financial plans developing new technologies.
- Started multiple business units in the semiconductor industry-executing & developing business plans, staffing, and ramping sales.
- MBA-Florida Institute of Technology
- BSEE (electrical engineering) University of Michigan
- Extensive international experience with operational responsibilities.

Attached is my resume for review. I can be contacted at 602 326-9190 or pleonard430@gmail.com

Sincerely

Paul Leonard

Paul Leonard

CITY OF ST. AUGUSTINE

APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

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1. APPLICANT Van Cogley
2. RESIDENCE (address) 39 Saragossa St. PHONE 850.830.9332
3. BUSINESS OWNED (Address) Same PHONE Same
4. PROPERTY OWNED (Address) Same
5. MAILING ADDRESS PREFERRED 39 Saragossa St. St. Augustine 32084
6. E-mail Address vancogley@gmail.com
7. BOARD DESIRED Firefighters Pension Board
8. OCCUPATION (include resume) Retired Dentist. / President Vanscomatic, inc Prior
9. PROFESSIONAL QUALIFICATIONS: (Attach additional information or Cover Letter)
President & Treasurer of Flagler Model Land Neighborhood Assn; Chair - Science Advisory Board Flagler College; Patent owner & President Vanscomatic, Inc Manager of Multi Million Dollar personal & Family Trust Estate.
10. OTHER COMMENTS OR INFORMATION Private Practice Dentistry 1983 - 2015
Former Treasurer Okaloosa Walton Dental Society: Former delegate to Neighborhood Council: Accredited Investor Status: IPO certification

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

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RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native ☐ ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☒ White	

12. SIGNATURE OF APPLICANT _____ DATE 11/25/25

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11/25/25

Initial

Van Scott Cogley, D.D.S.

39 Saragossa St
Saint Augustine
Florida 32084
(850) 830 8338
vancogley@gmail.com

APPLICATION:

Board of Trustees Firefighters' Pension Trust Fund

EXPERIENCE

Dr. Cogley Ft. Walton Bch. , *Dentist*

1985-2015

Private general Dentistry practice

Vanscomatic, Inc St. Augustine , *President*

2018-2024

Purveyor of U.S. patented home improvement device

Wildflower Clinic St. Augustine, *Dentist*

2015-2019

Volunteer Dentist

EDUCATION

Lock Haven State College Lock Haven PA, *BS Biology*

1973-1977

The Ohio State University Columbus OH, *Doctor of Dental Surgery*

1979-1983

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: Mayor and City Commissioners

DATE: October 29, 2025

RE: Reminder: Open Positions on Boards and Committees

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

- **Planning and Zoning Board**
  [Two (2) Vacancies- Term Expired 9/30/25]

- **St. Augustine Firefighters' Pension Trust Fund, Board of Trustees**
  [Two (2) Appointed, One (1) Elected – Terms Expiring 1/1/26]

- **Civil Service Board**
  [One (1) Elected – Term Expiring 1/1/26]

Advertisements requesting applications for the above-referenced vacancy 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

M E M O R A N D U M

TO: Mayor and City Commissioners

DATE: November 13, 2025

RE: Proposed meeting date cancellations and approval of the 2026 schedule

Attached is the proposed 2025 City Commission meeting and holiday schedule, which also includes the Community Redevelopment Agency meeting dates and special budget meeting dates. Due to holiday conflicts, staff is recommending the cancellation of two regular meetings as follows:

- November 23, 2025, Due to the Thanksgiving Holiday
- December 28, 2025, Due to the Christmas Holiday

Additionally, staff is also requesting consideration to cancel or reschedule the additional holiday conflict:

- May 25, 2025, Memorial Day (consideration to reschedule or cancel)

Darlene Galambos
City Clerk

Xc: David Birchim, City Manager

CITY OF ST. AUGUSTINE

CITY COMMISSION MEETING & HOLIDAY SCHEDULE – 2026

JANUARY

NEW YEAR'S DAY OBSERVED– THURSDAY, JANUARY 1, 2026
City Commission Meeting – January 12, 2026
MARTIN LUTHER KING, JR. DAY – MONDAY, JANUARY 19, 2026
Community Redevelopment Agency Meeting – January 26, 2026, at 3:00PM
City Commission Meeting – January 26, 2026

FEBRUARY

City Commission Meeting – February 9, 2026
PRESIDENT'S DAY – MONDAY, FEBRUARY 16, 2026
City Commission Meeting – February 23, 2026

MARCH

Daylight Savings Time BEGINS – Sunday, March 8, 2026
City Commission Meeting – March 9, 2026
City Commission Meeting – March 23, 2026

APRIL

GOOD FRIDAY – FRIDAY, APRIL 3, 2026/EASTER SUNDAY APRIL 5, 2026
City Commission Meeting – April 13, 2026
Community Redevelopment Agency Meeting – April 27, 2026, at 3:00PM
City Commission Meeting – April 27, 2026

MAY

City Commission Meeting – May 11, 2026
City Commission Special Meeting – May 11, 2026, at 3:30 P.M. (Strategic Plan and CIP)
★City Commission Meeting – May 25, 2026 (Cancelled)
MEMORIAL DAY – MONDAY, MAY 25, 2026

JUNE

City Commission Meeting – June 8, 2026
JUNETEENTH – FRIDAY, JUNE 19, 2026
City Commission Meeting – June 22, 2026

JULY

INDEPENDENCE DAY – SATURDAY, JULY 4, 2026
City Commission Special Meeting – July 13, 2026, at 3:00 P.M. (Budget Assumptions)
City Commission Meeting – July 13, 2026
Community Redevelopment Agency Meeting – July 27, 2026, at 3:00PM
City Commission Meeting – July 27, 2026

AUGUST

City Commission Meeting – August 10, 2026
City Commission Meeting – August 24, 2026
City Commission Budget Workshop Meetings August 27, 2026, at 8:30AM, (immediately following CRA) and (if necessary) August 28, 2026

SEPTEMBER

LABOR DAY – MONDAY, SEPTEMBER 7, 2026
Community Redevelopment Agency Special Budget Meeting 4:30PM – September 14, 2026
City Commission Special Budget Meeting 5:05PM – September 10, 2026
City Commission Meeting – September 14, 2026
City Commission Special Budget Meeting 5:05PM – September 24, 2026
City Commission Meeting – September 28, 2026

OCTOBER

City Commission Meeting – October 12, 2026
Community Redevelopment Agency Meeting – October 26, 2026, at 3:00PM
City Commission Meeting – October 26, 2026

NOVEMBER

Daylight Savings Time ENDS – Sunday, November 1, 2026
City Commission Meeting – November 9, 2026
VETERAN'S DAY –WEDNESDAY, NOVEMBER 11, 2026
★City Commission Meeting – November 23, 2026 (Cancelled)
THANKSGIVING HOLIDAYS – THURSDAY & FRIDAY, NOVEMBER 26-27, 2026

DECEMBER

City Commission Special Meeting – December 7, 2026, at 7:30PM
City Commission Meeting – December 14, 2026
CHRISTMAS HOLIDAYS – THURSDAY & FRIDAY, DECEMBER 24-25, 2026
★City Commission Meeting – December 28, 2026 (Cancelled)
NEW YEAR'S DAY HOLIDAY – FRIDAY, JANUARY 1, 2027

CITY OF ST. AUGUSTINE

HOLIDAY SCHEDULE – 2026

	DATE OBSERVED
NEW YEARS EVE/DAY	JANUARY 1, 2026
MARTIN LUTHER KING DAY	JANUARY 19, 2026
PRESIDENT'S DAY	FEBRUARY 16, 2026
GOOD FRIDAY	APRIL 3, 2026
MEMORIAL DAY	MAY 25, 2026
JUNETEENTH	JUNE 19, 2026
INDEPENDENCE DAY	JULY 3, 2026
LABOR DAY	SEPTEMBER 7, 2026
VETERAN'S DAY	NOVEMBER 11, 2026
THANKSGIVING HOLIDAYS	NOVEMBER 26-27, 2026
CHRISTMAS HOLIDAYS	DECEMBER 24-25, 2026
NEW YEARS EVE/DAY	JANUARY 1, 2027

CITY OF ST. AUGUSTINE

City Commission Special Meeting
Thursday, September 25, 2025

The City Commission met in formal session on Thursday September 25, 2025, at 5:05 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
Jon DePreter, City Commissioner

Also Present: David Birchim, City Manager
J.P. Steinmetz, City of St. Augustine Outside Council
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Melissa Burns, Director, Finance
Jennifer Michaux, Police Chief, City of St Augustine
Elyse Wiemann, Senior Recording Secretary

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2. General Public Comments

The Commissioners heard from the following members of the public:

- County Commissioner Ann Taylor
- Vicki Pepper

Commissioner Blonder asked about the informal meeting mentioned by County Commissioner Ann Taylor, and if the City would be able to participate.

J.P Steinmetz, Outside Council, replied that without a publicly noticed meeting and this being outside the jurisdiction of the City, a Resolution would be needed.

Commissioner Blonder commented that this was the same as previously stated by Isabelle Lopez, City Attorney.

Mr. Steinmetz said he did not recommend that the Commission participate; however, advise that City staff could attend and participate.

3. PUBLIC HEARING FOR RESOLUTIONS

3.A.Utilities Rate Adjustments for Fiscal Year 2026 Budget (M. Burns, Finance Director)

Melissa Burns Finance Director reviewed Resolution 2025-37.

Mayor Sikes-Kline confirmed that this resolution would reduce the outside City limits survharge rate to 12% and asked how long had the City been reducing the rate.

Ms. Burns replied that it had been at 25% and had been reduced over the past ten years.

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Mayor Sikes-Kline said now that was rate was half as much as it was when it first began and she encouraged the Commission to continue that commitment. She said she hoped that in the future the rate would be at zero, even though that could be unrealistic, she was in support of reducing the surcharge.

Public hearing was open; however, there was no response.

MOTION

Mayor Sikes-Kline MOVED to PASS Resolution 2025-37.The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION:
AYES: Sikes-Kline, Blonder, DePreter, Garris, Springfield
NAYES:NONE
MOTION APPROVED UNANIMOUSLY

3.B. Stormwater Rate Adjustment for Fiscal Year 2026 Budget (M. Burns, Finance Director)

Melissa Burns Finance Director reviewed Resolution 2025- 38.

Public hearing was open; however, there was no response.

MOTION

Commissioner DePreter MOVED to PASS Resolution 2025-38.The motion was SECONDED by Commissioner Springfield.

Commissioner Garris asked what the cost increase was.

Ms. Burns replied that the total increase was thirty-four cents.

VOTE ON MOTION:
AYES: DePreter, Springfield, Garris, Blonder, Sikes-Kline
NAYES:NONE
MOTION APPROVED UNANIMOUSLY

3.C. Solid Waste Rate Adjustments for Fiscal Year 2026 Budget (M. Burns, Finance Director)

Melissa Burns Finance Director reviewed Resolution 2025-39.

Public hearing was open; however, there was no response.

Commissioner Blonder clarified that the solid waste fees were increasing by the Consumer Price Index (CPI).

MOTION

Commissioner Blonder MOVED to PASS Resolution 2025-39. The motion was SECONDED by Commissioner DePreter.

VOTE ON MOTION:
AYES: Blonder, DePreter, Garris, Springfield,
NAYES:NONE
MOTION APPROVED UNANIMOUSLY

3.D. Adopting the Final Millage Rate for Fiscal Year 2025-2026 (M. Burns, Finance Director)

Melissa Burns Finance Director reviewed Resolution 2025-33.

Public hearing was open; however, there was no response.

Commissioner Springfield said he was sympathetic and understood the concerns of the increase; however, the City provided the best public services and those professionals deserved to be paid a respectable amount. He felt the rate should remain at 7.5 mills in order to sustain the salaries for those important positions. He said the City had a difficult time hiring for the Solid Waste Department and felt jobs had to be attractive to people to keep good employees, because those were not easy jobs. He said once a millage rate was lowered it was almost impossible to raise and the commission had committed to use the extra funds for the

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environment and conservation, which was a good investment for the community. He was in support of keeping the millage at the rate it was.

Commissioner Blonder was in support of the millage and understood that would keep the taxes at a higher rate; however, she knew that the level of services provided were at a higher level and the FEMA rating had improved, which provided a major discount on their flood insurance rates. She said the City obtained a lot of grant funding because of the skills and hard work that staff provided She said the City tried to offset the cost by keeping the high level of service in the City and the budget was as conservative and reasonable as possible.

Commissioner Garris explained that she understood the residents' concerns, and she was sympathetic; however, public safety was the highest priority. She said there was a fine line when trying to make decisions.

Commissioner DePreter agreed public safety was a priority and the money used for conservation land would be beneficial long term. He said on average the increase was not as much as expected, and by keeping the millage rate the same, it made it easier for the City to plan, invest, and keep things steady. He said he supported the Capital Improvement Plan (CIP) and noted it was available for review online.

Mayor Sikes-Kline said the millage was not increasing; however, the taxes were increased. She said the last meeting was interesting as there were many residents who attended and provided input. She said if residents had questions regarding their taxes, property value, or in general, they should educate themselves by contacting the different departments and officials as most were very willing to help explain and discuss different strategies.

MOTION

Commissioner Springfield MOVED to PASS Resolution 2025-33. The motion was SECONDED by Commissioner DePreter.

J.P. Steinmetz, Outside Council, read the Resolution.

RESOLUTION 2025-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2025-2026.

WHEREAS, the City Commission of the City of St. Augustine, Florida has conducted a public hearing on its final millage rate of 7.5000 mills and has determined its rolled back rate is 7.3513 mills as required by Florida Statute 200.065;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Augustine, Florida that:

The Fiscal Year 2025-2026 final millage rate of the City of St. Augustine, Florida is 7.5000 mills which represents an increase in the rolled-back rate of 7.3513 mills of 2.02 percent.

ADOPTED at a special meeting of the City Commission of the City of St. Augustine, Florida commenced at 5:05 p.m. this 25th day of September 2025.

VOTE ON MOTION:
AYES: Springfield, DePreter, Garris, Blonder, Sikes-Kline
NAYES:NONE
MOTION APPROVED UNANIMOUSLY

4. PUBLIC HEARING-SECOND READING

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4.A. Adopting Proposed Budget for Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026, and five-year Capital Improvement Plan (M. Burns, Finance Director)

Melissa Burns, Finance Director, reviewed Ordinance 2025-29.

Public hearing was opened; however, there was no response.

Commissioner DePreter stated the budget was laid out well and he was in support of the budget and the CIP.

Commissioner Springfield complemented the City Manager, David Birchim, for taking a stance on no additional staff as that was where most of the funds were spent along with the CIP. He said that was a good move and encouraged the commission to support that decision and the budget.

Commissioner Garris said the budget had been discussed multiple times, and a lot of the concerns that were important to the commission had been addressed. She said the budget contained many ways to help the homeless population in the City and the Drop-in Day Center was completed, which would be a huge benefit to the community. She thanked the commission for being supportive of West Augustine and she was excited for the changes coming to that side of US1. She noted that County Commissioner Ann Taylor was present and asked staff to attend the meeting she proposed and requested there to be a discussion after the special agenda was completed.
Mayor Sikes-Kline agreed and said it could be discussed after the fiscal business was concluded.

Commissioner Blonder thanked staff for the budget presented. She said when it came to unsheltered individuals, historic preservation, and conservation, the City had developed many programs that made her proud. She reminded everyone that half a million dollars were being used to fund Nights of Lights (NOL) which was 37% of the budget and there was still a $58,000 short fall that would come from the general funds. She was in favor of the budget and appreciated the hard work that had been put into it.

Mayor Sikes-Kline explained that the budget and CIP expressed the values of the City and what the residents care most about. She said she was very proud of the work being done to keep the roll back rate. She said with what was happening in Tallahassee, it was important to show the public why property taxes were important and how ad valorum taxes were vital to the operation of the City. She thanked Ms. Burns for her hard work and providing a balanced budget.

MOTION

Mayor Sikes-Kline MOVED to PASS Ordinance 2025-29. The motion was SECONDED by Commissioner Springfield.

J.P. Steinmetz, Outside Council for the City of St. Augustine, read the Ordinance.

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, RATIFYING, APPROVING AND ADOPTING THE ANNUAL BUDGET OR BUDGET ESTIMATES OF REVENUES AND EXPENDITURES FOR THE CITY OF ST. AUGUSTINE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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Section 1. The annual budget estimates of revenues and expenditures of the City of St. Augustine, Florida for the Fiscal Year 2025-2026, as prepared, amended and submitted to the City Commission of the City of St. Augustine, Florida by the City Manager, as considered and acted upon by said City Commission, under and by authority of the Charter of said City and the Laws of Florida, are hereby ratified, approved and adopted by the City Commission of said City, and the amounts of money set forth therein are hereby appropriated.

Section 2. The said budget of revenues and expenditures adopted for the ensuing Fiscal Year 2025-2026 shall be spread in full upon the minutes of the City Commission.

Section 3. The appropriations within an activity or sub-activity for Fiscal Year 2024-2025 and Fiscal Year 2025-2026 may be transferred within by the City Manager for the purpose of equalization, when necessary.

Section 4. All funds for the current Fiscal Year 2024-2025 and budgeted Fiscal Year 2025-2026 may over-expend adopted budgets to the extent that actual revenues exceed the adopted budget.

Section 5. All unencumbered appropriations, except for special projects or commitments, be and are canceled as of September 30, 2025, and the City Director of Finance is directed to transfer all appropriation credit balances to unappropriated surplus and place to the credit of all appropriation accounts which show a debit balance for the Fiscal Year 2024-2025 an amount from unappropriated surplus to balance same and to close all such accounts for the Fiscal Year 2024-2025.

Section 6. If any provisions of this Ordinance, or the application thereof to any person or circumstances, are held invalid, such invalidity shall not affect other provisions or applications of the Ordinances which can be given effect without this invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon passage.

PASSED by the City Commission of the City of St. Augustine, Florida, in special session, at 5:05 p.m., this 25th day of September 2025.

VOTE ON MOTION:
AYES: Sikes-Kline, Springfield, DePreter, Garris, Blonder
NAYES:NONE
MOTION APPROVED UNANIMOUSLY

Mayor Sikes-Kline said there was a request for special consideration to discuss the creation of a committee by a County Commissioner. She said she was not completely clear on that and asked Mr. Birchim for more information.

Mr. Birchim replied that he had not spoken to the County Commissioner about the meeting but the City could send subject matter experts from different departments to the meeting to help answer any questions that may arise regarding Nights of Lights (NOL).

Mayor Sikes-Kline reiterated that she was unclear the purpose of the meeting and if it was a Sunshine meeting and advertised. She said she did not know the goal or the intended outcome of the meeting. She said the Commission was unable to attend the meeting unless it was advertised as a joint meeting with a resolution allowing them to meet outside of the City limits, and if those guidelines were met a liaison could be appointed; however, that was not the case at this time. She said if the goal was to make NOL better, she could support

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having City staff attend the special meeting as requested by County Commissioner Ann Taylor.

Commissioner Springfield said that NOL had been going on for the past thirty-one years and last year was a surprise with the influx of visitors. He said the City did not promote NOL other than dates and parking. He said the City did not profit from the event and the money given to the City was from the state and based on City population. He stated the hotel tax went to the County, and all citizens paid county taxes and supported the Sherrif and Fire Departments, which the City had a great relationship and collaborated well. He said it was much appreciated but those services were paid for by City taxpayers also. He said there were multiple public meetings that were well attended and advertised regarding NOL since last March. He said meetings with business owners had taken place and the City understood the value of NOL to employees and businesses. He said NOL was only shortened by one week because the resident's needed relief. He said the County wanted to be involved after one difficult year; however, the City Manager had established a great plan and had included the St. Johns County Sheriff, St. Augustine Police, and City Fire Departments and anyone else to participate. He felt it was late to discuss this year since plans were in place and plans were already adjusted due to lack of funding. He said he was happy with the plan in place and did not believe the meeting should be attended. He said if a committee were formed it should wait until after this year as changes had been made in accordance with the feedback from residents, businesses, and the County funding.

Commissioner Garris explained that she understood the meeting would include City staff and not elected officials. She said this year the City asked the County for $850,000 and in years prior that had never been done. She said this was more of a consideration to gather more information and she felt the County was allowing the City to handle NOL since it was within the City limits. She suggested asking business owners to sponsor different locations for NOL, which could help offset the financial burden and it could be more of a joint effort. She said there was no way to know how many people would come during the season until it happened. She said out of courtesy, the City should have staff attend the meeting that was requested.

Mayor Sikes-Kline asked Commissioner Garris if she knew the purpose of the task force and the goals.

Commissioner Garris replied she had one meeting regarding a task force, but this was to be more of a brainstorming meeting about NOL.

Commissioner DePreter felt the decision should be left to the City Manager if City staff should attend the meeting. He agreed that for this NOL season, it was too late. He said this was more of a planning event and not a political event. He said last year was difficult, and he felt that making a good decision without the proper information would be to make a cautious planning decision. He said his ultimate goal was to follow through with the plan and review the outcome. He asked if the plan for NOL was solidified.

Mr. Birchim confirmed the plan was solidified and in motion. He said this NOL season was already underway.

Commissioner DePreter felt there was a tremendous amount of speculation and what mattered was how the plan was implemented and how effective it was. He thanked the County for the financial contribution and felt they should have a financial stake in NOL. He reiterated that the event should take place as it was and have a post-season analysis to see what worked and what did not. He said he was looking at this from a business standpoint, and the goal was public safety, reduce

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traffic congestion, and pay for the event responsibly.

Commissioner Blonder explained they were trying to establish a balance between livability and hosting a fifty-eight-day event. She said the cost was astronomical at almost half a million dollars and she was frustrated because so much time had been spent on developing and presenting the plan that was outstanding in response to the influx of visitors last year. She said the plan was in place and moving forward. She said there were many meetings regarding NOL allowing residents, business owners, and anyone else who wanted to provide input to come and participate. She said that was considered and decisions were made.

Commission Springfield clarified he thought the City Commission should not attend the meeting, but City staff should attend primarily answer questions and correct any inaccurate information.

Mayor Sikes-Kline stated that staff's time was very valuable, and they had done an amazing job of being available, speaking to the media repeatedly, and continuing to develop a great plan. She said the county, after receiving a unanimous request from the Tourist Development Council (TDC) to increase the funds for NOL, the County listened to that recommendation and voted to add $850,000 in addition to $600,000. She said contracts were signed and NOL was well underway. She said even though she was frustrated there was nothing wrong with reviewing the plan if the goal would have a positive impact, she would be in favor of the meeting.

Commissioner DePreter felt it should be left to staff to answer questions as it was too late to make changes.

There was consensus to have the City Manager, David Birchim, select City Staff to attend the meeting.

5. Adjournment

There being no further business, the meeting was adjourned at 6:11 P.M.[1]

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Nancy Sikes-Kline, MAYOR

_____

Darlene Galambos, CITY CLERK

[1] Transcribed by Elyse Wiemann

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CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, October 13, 2025

The City Commission met in formal session Monday, October 13, 2025, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
Jon DePreter, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Corey Sakryd, Director, General Services
Richard Schauland, Building Official, Planning and Building
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Elyse Wiemann, Senior Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Mayor Nancy Sikes-Kline requested a moment of silence and Vice-Mayor Barbara Blonder led the pledge of allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Mayor Sikes-Kline requested to add public comment to item 10.A., Animal Drawn Vehicle Franchise and Lease Agreements, Code Review, and Carriage relocation during bayfront construction. She said this was staff presentation and public comment was not typically held; however, felt it best to hear from the public regarding this item

MOTION

Mayor Sikes-Kline MOVED to approve the Regular Agenda with modifications. The motion was SECONDED by Commissioner Jon DePreter and APPROVED BY UNANIMOUS VOICE VOTE.

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. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Bruno DiFabio
- Richard Hardy
- BJ Kalaidi

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1 Preview of upcoming Commission meetings.

CA.2 THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON 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

5.A. Additions, deletions or modifications to Consent Agenda

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Jim Springfield MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner DePreter and APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

(None)

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

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

Isabelle Lopez, City Attorney reviewed Ordinance 2025-30.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2025-30 on first reading and moved to second reading. The motion was SECONDED by Commissioner Springfield.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-30

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.

VOTE ON MOTION:
AYES: Sikes-Kline, Springfield, DePreter, Garris, Blonder
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

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

Richard Schauland, Building Official reviewed Ordinance 2025-31.

Commissioner Springfield was concerned that the ordinance would require the City to determine if the building was livable or not.

Mr. Schauland replied in the affirmative.

Commissioner Springfield questioned if that would make the City liable if the building were to collapse.

Mr. Schauland said he would have an engineer look at the building before making any decision.

Isabelle Lopez, City Attorney, advised that was required per state statute.

Mayor Sikes-Kline said she was unsure if it was more of an unfunded mandate or a preemption.

Commissioner Springfield stated he thought it was a passing of liability, so the City would be at fault instead of the State, as they would not be approving the inspections, the City would be.

Commissioner Cynthia Garris said there was nothing that could be done; however, she recommended monitoring it closely to help limit liability.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2025-31 on first reading and moved to second reading. The motion was SECONDED by Commissioner Springfield.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-31

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.

VOTE ON MOTION:
AYES: Sikes-Kline, Springfield, DePreter, Garris, Blonder
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

(None)

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)

Corey Sakryd, General Services Director, provided a brief presentation regarding the animal drawn vehicle franchise and lease agreements, City Code review, and possible carriage relocation during bayfront construction.

Commissioner DePreter questioned where the proposed new staging area would be located.

Mr. Sakryd replied the two proposed locations were the Clock Tower circle at the Visitors Information Center and the other was on King Street off Cathedral Place. He said the second location was a commercial loading zone during the day and that could be used temporarily.

Commissioner Garris asked what the proposed new route would be.

Mr. Sakryd replied that the route would remain the same; they would only depart from a different location.

Commissioner Springfield noted the franchise fees were quoted at $1,000 per medallion. He asked if the fee was $1,000 each or 2.5% of the gross income, which ever was higher was what they were to pay.

Mr. Sakryd replied in the affirmative.

Public Comment was open and the Commission heard from the following members of the public:

- Patricia Ramos
- Carla Wilson
- Bryan Wilson
- Lena Russell
- Katherine Zoda
- Alexander Milina
- Heather Wilson
- Scott York
- Charles Bailey
- William Cushion
- Mark Frazier
- Jennifer Cushion
- Rebecca Foible

Mr. Sakryd told the Commission that he received an email Friday afternoon, informing him of activity taking place at the one-acre stable, which was in violation of the lease agreement. He contacted the lessee, Jennifer Cushion, and informed her of the violation and a letter was issued requesting unauthorized horses be removed from the stable.

Mayor Sikes-Kline asked for clarification between the one-acre property and the transfer station.

Mr. Sakryd replied that the transfer station had four medallions, and those horses were brought in in the morning or afternoon to do tours, leaving in the evening and not staying overnight. He said the one-acre property was a stabling facility. He said horses stayed on site at this location and were operated by Country Carriages.

Mayor Sikes-Kline recalled that the transfer station was built after the ordinance was written. She felt that was an area that should be addressed.

Commissioner Garris remembered that the transfer station when built was needed and the one-acre property that was leased out by Country Carriages, and the City had not done much to the property.

Mr. Sakryd replied that the City did not place any facilities on the property, and all the buildings had been constructed by operator.

Commissioner Garris asked if the transfer station had been kept up to code. She questioned what the grounds at the transfer station looked like.

Mr. Sakryd replied in the affirmative. He said in addition to the franchise agreement, there was a lease agreement for the transfer station, and in that agreement was a monthly contribution to a sinking fund, which helped maintain the facility. He stated at the transfer station, there was no pasture for the horses; however, it was fenced in with stables and a wash rack located in the back.

Mayor Sikes-Kline said she appreciated the flexibility in the route changes for when the carriages had to be moved off the bayfront. She asked when the changes were to take place.

David Birchim, City Manager, replied that the timeline for the changes was unknown, but it would depend on when the Department of Transportation (DOT) started staging for the seawall replacement.

Mayor Sikes-Kline reiterated that section 27-146 Monitoring & Compliance should be reviewed and enforced. She said she understood the reasoning and agreed that horses needed pasture time but felt it could be rethought out. She said she with section 27-132 Loading and Unloading, establishing the cost of the rides, which had been done previously with cab fares

and recalled that this was missing during the first ordinance update but felt could be addressed by seeing how other cities like Charleston, South Carolina and Sea Island, Beaufort, and South Carolia charged for rides. She expressed concern for the drainage specifically at the one-acre parcel and how the City could contribute to that location as it was owned by the City and she felt the City had some responsibility for it. She was very supportive of the industry and knew it was a tough business. She felt the owners were in this industry for the love of animals, the benefit of the City, and not completely for financial gain. She said many times People for the Ethical Treatment of Animals (PETA) have come but she was on the side of the carriages as it was a historic and an important asset to our City.

Commissioner Springfield provided a power point[1] and highlighted the following points:

- Thoughts about the Carriage Business
- Reasons to move off Avenida Menendez
- Review of Franchise Fees
- Temperature Concerns
- Horse Concerns
- Recommendations, Pay for Supervision and Potential Outcome

Commissioner DePreter felt this was a good time to discuss the issue as it had become personal. He agreed with updating the existing facilities, lowering the maximum temperature, and limiting them to certain times of day. He suggested turning the route south along the bayfront and was very concerned when the seawall construction began, where they would go as an alternative and was open to discussion. He said his concern with that was a mobility issue, which was high priority and from a business standpoint and understood the owners' concerns but felt there were other alternatives that would work for everyone. He said one acre of pastureland for several horses was a concern and he did not feel this was pastureland because grass could not grow in this area.

Commissioner Garris thanked everyone for coming as it was a passionate discussion. She agreed with resident Scott York, who showed the essence of what the horse and carriages brought to the City. She said none of the local downtown people were complaining as she felt it was one of the charming aspects of the City. She thanked the doctor for coming and sharing the type of care the horses received as that had been a concern voiced by many. She expressed her concern for the driver's health as well as the horses. She said the welfare of the drivers should fall on the employers and they should provide cold water. She agreed and thought the City needed to be more responsible for the leased one-acre parcel.

Commissioner Blonder thanked the animal welfare advocates for bringing forth the discussion as they were passionate and care for the animals. She thanked the franchise owners for being open to suggestions and responsive to staff by providing information to staff, and appreciated the presentation given by Mr. Sakryd and the way he approached the topic by identifying the deficiencies and corrected actions. She said she had taught animal behavior at a collegiate level, which included enrichments of captive and domesticated animals for the past twenty years, and living in the city for the past twenty-five years visiting downtown daily for work, she had never seen evidence of abuse; however, agreed that the one-acre parcel was substandard in a lot if ways and was concerned about the horses being kept at the facility for long periods of time. She explained that when she visited Robert B. Hayling Park with her dog, the interaction between the two was lighthearted and the horses seemed to be healthy and happy. She supported moving the carriages off Avienda Menendez because there were safety issues, which

[1] Power point attached to original packet

were a hazard for the carriage drivers with the vehicles and agreed that mobility was impacted. She felt that the temperature was more of a larger issue that needed to be addressed. She provided information about how carriage companies operated in other countries according to the temperature. She stated she was not in support of ending the carriage business. She felt a statement should be made that clarified the position of the Commission.

Mayor Sikes-Kline agreed that a statement should be made. She said there was not an interest eliminating the industry or curtailing in any way, but what the Commission wanted to do was make it a better industry moving forward.

Commissioner Springfield commented that changes had to be made. He suggested finding a permanent department to supervise the horses and hire someone that was familiar with horses and transportation in general, which in return could supervise all the franchises.

Mayor Sikes-Kline highlighted several common points that everyone seemed to be in support of which were:

- Concern regarding the one-acre parcel facility
- Decrease the temperature to include the night temperatures
- Review the hours and dates of operation to include the shifts and timeframes
- Route change options
- Pasture time

Mayor Sikes-Kline asked about the flat rate fee.

Commissioner Springfield replied that he thought a higher flat rate per franchise would be more appropriate based on his research. He said franchises were paying $1,000 currently, and after his calculations, he did not feel that fee should be based off their income as the City should not be reviewing their income documents but could establish a flat rate that was consistent with the industry.

Commissioner Blonder agreed that the $1,000 would not cover the cost of enforcement.

Mayor Sikes-Kline asked if the feedback provided was enough to help move the discussion forward.

Mr. Birchim replied that these matters would be discussed with staff and brought back for further review.

Commissioner Blonder asked if the statement in support of the industry had been clearly stated.

Mayor Sikes-Kline replied that she felt it was clear that the Commission was interested in moving forward with the industry to make it better.

Mr. Birchim reiterated that there was a consensus that there were improvements that needed to be made; physical improvements, process improvements, and finance improvements, but the industry was intact.

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

Reuben Franklin, Assistant City Manager, reviewed the License agreement to use Flagler College’s parking garage during Nights of Lights (NOL) and during the 4th of July, and it was a three-year agreement.

Commissioner Springfield asked if the security would be provided by Flagler College as they had security on site but was unsure if they would be there during winter break.

Mr. Franklin replied that security would be provided by Gideons Security, which was the same company used in the City’s existing parking garage.

Mayor Sikes-Kline felt it was a great plan. She said for many years the employees needed a place to park, and this would be very beneficial for them. She asked if this would be an assigned parking space.

Mr. Franklin replied that the parking spaces would not be assigned but parking would be isolated by floor. He said during this same time Flagler College would be utilizing the other garage spaces.

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

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

Darlene Galambos, City Clerk, requested one appointment to the Planning and Zoning Board (PZB). She advised one application was received from Jan Kelly, who was a City resident and qualified to serve.

Mayor Sikes-Kline stated that the Chairperson of the Planning and Zoning Board (PZB) asked for the positions to be readvertised. She asked if there was a time restriction in relation to the appointments.

Ms. Galambos replied there was not. She said she was going to leave the application process open as there were two seats available. She said hopefully that would encourage more people to apply and she would readvertise.

Commissioner Springfield and Commissioner DePreter were in support of keeping the application submission open and readvertising until more applications were received.

Commissioner Blonder thanked Jan Kelly for applying and hoped she would see it through until a few more applications were received.

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

For Information Purposes Only

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, explained that the City had a flooding and storm event, which took place on Friday and Saturday. He said the City saw widespread flooding in various locations including Lincolnville, Davis Shores, Nelmar Terrace and other neighborhoods in the downtown area. He said the Fire Department was very busy responding to service calls, as well as the Police Department. He said the police department was handling road closures. He said the level of flooding on Saturday was a surprise as the tide topped the seawall downtown. He applauded the hard work of the Police, Fire and Utility Departments as they worked diligently to answer each service call and expressed his gratitude. He pointed out the community had a tremendous team of first responders and utility workers.

Mayor Sikes-Kline asked how many homes had been flooded.

Mr. Birchim replied there was not a total count yet and it would be compiled with the storm damage assessment, which was done by the Planning and Building Department; however, that information should be available soon.

Commissioner DePreter asked if there was any information about the lift stations.

Mr. Birchim said lift station #50 in North Davis Shores had a minor sewer spill, and lift station # 11, located on Riberia and South Street, had a large sewer spill. He said staff responded immediately and contained and were working on solving the problem.

Commissioner DePreter asked if that was due to infrastructure or just the conditions.

Mr. Birchim said he had not received an update as of yet, but it looked to be a force main break.

Commissioner DePreter and Commissioner Blonder requested to be updated once the information had been provided.

14. Items by Mayor and Commissioners

Commissioner Garris said she saw videos of wake created by the trolleys in Lincolnville. She requested that the company be contacted in order to understand the effects that wakes have on homes and how to protect them. She said since the last City Commission meeting, she was contacted by Richard Hardy, and she requested that the license agreement for his fence be reconsidered. She said he asked her for a meeting and she and the City Manager, David Birchim, went together. She asked her fellow commissioners to consider setting another meeting to further discuss the issue regarding the fence. She said after meeting with Mr. Hardy, she understood that many palm trees would be lost if they were removed and there was a pool on the property, and a fence was required to prevent people from accessing it from the street. She added that Mr. Hardy was able to provide permits and the plat showed that the property curved in unlike the others on the street. She said in reviewing the complaint there was only one neighbor that was in opposition and not an entire neighborhood. She felt a public hearing should be done to hear from the neighborhood.

Ms. Lopez reminded the Commission about Robert's Rules and advised that anyone who was on the winning side of the motion could bring the item back for reconsideration.

Mayor Sikes-Kline said she was not in support of reconsidering the fence. She said this was her neighborhood and this issue had been a problem for quite a while. She said that this was on the waterfront and in the public right-of-way and thought it was best to leave it alone as most of the neighbors were not in support of the fence. She said the commission denied the license agreement for the fence and she was in support of that decision.

Commissioner Springfield asked if there were more concerns than just the fence.

Mayor Sikes-Kline replied there were multiple issues and the fence was one of them.

Commissioner Blonder said she was not in support; especially while Davis Shores was celebrating its 100th Anniversary. She said the reason she was not in support of the proposed agreement was because of the precedent it could set by having a fence on the right-of-way.

Commissioner Springfield said he had heard from neighbors that the issue was an increase in lot size, in addition to the fence.

Commissioner DePreter said at the last meeting, he pointed out that the lot size of the property would not change and that the license agreement would be acknowledging that the fence was in the City right-of-way. He said the lot the fence was on was not vacant as suggested but it was a continuous lot next to the lot where the house was located. He said technically there was a house with a side yard.

Mayor Sikes-Kline commented that it was an undeveloped lot.

Commissioner Blonder said she requested staff to find out if the lot had been increased with each bulkhead that had back fill.

Commissioner DePreter said he thought a general review should take place and not a specific review regarding the fence. He said the main thing was to assure the neighbors about the lot size and if it was increasing or not. He said his estimation

was that it was an undividable lot and did not have the ability for maximum use and a nonconforming lot would not be subdivided. He said considering the setbacks, it seemed almost impossible to build upon. He said two lots to the north were unbuildable, owned by private people and the third was provided by the City. He said he thought this needed a more comprehensive review as the seawall and kayak area were being added and thought this was more than just a fence issue.

Commissioner Springfield said he was concerned because Mr. Hardy had applied for permits and the City made errors by providing permits. He explained that, in the future, that could happen and a building permit could be provided. He said that moving the fence was part of it. He asked what would happen if it was not reconsidered.

Mr. Birchim said if it was not reconsidered, it would be turned over to code enforcement. He said there was a code enforcement case pending and it would be scheduled before the special magistrate to remove the fence, palm trees, irrigation, and lighting. He said Mr. Hardy had the ability to submit a new license application, but it would have to be substantially different.

Commissioner Blonder asked if the information she requested about the seawall and back fill information could be provided.

Mr. Birchim said that it could be provided as a staff report. He said there was a long history to this property that predates the current owner.

Mayor Sikes-Kline said it was about the fence and felt the rest of the issues could be considered separately.

Commissioner Blonder agreed that it should be considered separately.

Mayor Sikes-Kline asked if there could be a report provided about the lot; however, leave the fence alone and allow City staff to move forward with the code enforcement action instead of bringing a political solution to the neighborhood.

Commissioner Garris said that if this was not reconsidered Mr. Hardy would be instructed to remove his fence.

Mayor Sikes-Kline advised that his code enforcement case would be heard by the special magistrate.

Mr. Birchim commented that if there was an appeal from the special magistrate ruling, it would be heard by the circuit court.

Commissioner Garris stated that if Mr. Hardy decided to appeal to the court there was a chance he could win because he had received the permits.

Mayor Sikes-Kline asked for clarity regarding the permits that were issued as the City provided permits for private property not public.

Mr. Birchim replied in the affirmative. He said he had not seen the site plan that accompanied the permit; however, the permit should have indicated the exact location of where the fence would have been located with a legal description of the property. He said he did not believe that the legal description notating where the fence would include the City right-of-way; however, he would have to verify. He said it was possible that the site plan had a sketch, and it was not clearly identified that the fence would be in that location. He said a neighbor contacted the City and informed us that the fence was in the right-of-way. He stated some of the palm trees, lighting and irrigation were also in the right-of-way. He said a code enforcement case was generated for the fence, irrigation, and the lights but not the palm trees. He said a license agreement was presented before

the commission, and the request was denied.

Mayor Sikes-Kline said a license agreement was for public property, and this was waterfront property.

Commissioner Garris asked if the report could be provided before a final decision was made.

Mayor Sikes-Kline felt that was a completely different issue as that concern was how the lot had been filled over the years with three different property owners. She said this was a very complicated issue.

Commissioner Blonder asked if the only people allowed to vote to reconsider the license agreement were Commissioner Garris, Mayor Sikes-Kline, and herself.

Ms. Lopez replied that was correct as they were the ones who denied the license agreement.

Commissioner Blonder said she was not in favor of bringing the item back.

Commissioner DePreter thanked staff for the Inlet Drive Seawall and was pleased with the engagement in the neighborhood and thought a good result was received.

Ms. Lopez advised the commission it would be best to refrain from commenting on the project as it could be appealed.

Commissioner DePreter asked if there was a request to make parking on Cincinnati Avenue residential only as indicated during public comment.

Mr. Birchim replied that during Nights of Lights only a residential parking program would be implemented.

Commissioner Springfield said he called twice over the weekend once for a red light and the other was for a manhole cover. He said both times, there was a quick response, and he thanked staff. He voiced his concern regarding property tax issue and the amount of funds that were going to be spent to build the new fire station. He said the plans were underway and the property had been purchased; however, if the property tax was eliminated, the City would have to potentially change everything. He said we needed to be very careful before moving too far forward until there was more information as there could be changes if the property tax law being advocated for was enacted.

Commissioner Blonder agreed that was a very important point but felt that it was each of their jobs to advocate for ad valorum tax and educate everyone about where the funds would come from if there was no ad valorum tax. She said there has been much discussion regarding how to protect our conservations lands for the long term, she suggested a good alternative could be to add that they were unable to be sold without majority vote similar to what was in the charter at the City of St. Augustine Beach. She said this could be an alternative and felt it should be explored and discussed. She thanked staff for being attentive during the flooding event as many homes had water intrusion.

Mayor Sikes-Kline expressed her gratitude for the staff with the flooding event and was happy with the messaging provided throughout the community. She announced that the honorees for Light up Night! were Rusty Hall, President of the Menorcan Cultural Society, and Lea Craig, founder of The Minorcan Experience. She said Light Up Night! would take place on November 15, 2025, at 6:30p.m. in the plaza. She advised she spoke to Susan Philips from the Visitors & Convention Bureau (VCB), who was willing to provide a report at the November meeting regarding the Night of Lights advertising. She felt this was a good opportunity to understand how the advertising dollars were used and asked the City Manager to add her to the next agenda. She said she wrote an email to Dave Chatterton, General Manager Old

Town Trolley, regarding the flooding concerns as mentioned by Commission Garris. She said Mr. Chatterton replied that they had safety protocols for flooding and would adjust as needed; however, this had not happened before as this was a new part of the route. She commented that she spoke with Bruno DiFabio about parking on Cincinnati Avenue and that it was a misunderstanding. She said he had gone above and beyond to provide parking for his employees, and she appreciated that. She expressed concern about the wreaths on the plaza's poles, noting it was a small but real issue as noted on social media. She asked if there was a reason for the wreaths being added so soon.

Mr. Birchim replied that the wreaths and ribbon on the poles were put out five weeks prior to Light Up Night! He said since this year's season was moved up by a week it seemed a bit premature; however, this allowed time for it to do be complete. He said moving forward the City would have a private service install the décor so it would not have to be done as early.

Mayor Sikes-Kline announced that the Historic Area Redevelopment25! Celebration was rescheduled to October 30, 2025, from 5:00p.m.-8:00p.m. She said the Palmetto Pickers will be playing live music, and it would be a fun event on the 4th floor of the parking garage.

15. Adjournment

There being no further business, the meeting was adjourned at 7:51 P.M.[2]

_____
Nancy Sikes-Kline, MAYOR

_____
Darlene Galambos, CITY CLERK

[2] Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, October 27,2025

The City Commission met in formal session Monday, October 27,2025, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
Jon DePreter, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director, Planning and Building
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Elyse Wiemann, Senior Recording Secretary

DRAFT

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Mayor Nancy Sikes-Kline requested a moment of silence and Vice-Mayor Barbara Blonder led the pledge of allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

David Birchim, City Manager, announced that under Item 10.A Staff Reports, and noted the request was to move money out of stormwater reserves to cover a funding gap for the seawall project at the City Marina.

Mayor Sikes-Kline said she was usually not in support of big items similar to this coming in at the last minute; however, the community was aware of the seawall project as it had been discussed many times. She felt it was not unexpected to think the project could be overbudget.

Mr. Birchim replied that they felt it was urgent to move the project along, and the cost of the project came in higher than anticipated.

MOTION

Mayor Sikes-Kline MOVED to APPROVE the Regular Agenda with the modification. The motion was SECONDED by Commissioner Jim Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

3.A. Proclamation 2025-35: Proclaims the month of October 2025 as Domestic

Violence Awareness Month (N. Sikes-Kline, Mayor)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Scott York
- Katherine Zoda
- Heather Wilson
- Patricia Ramos
- BJ Kalaidi
- Brandon Bartels

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1 Preview of upcoming Commission meetings.

CA.2 THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DATE: NONE

CA.3 Reminder of Upcoming Meetings:
•November 10, 2025, 5:00PM, Regular City Commission Meeting
•December 8, 2025, 5:00PM, Regular City Commission Meeting
•January 12, 2026, 5:00PM, Regular City Commission Meeting

CA.4 APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:
•August 25, 2025 - Regular City Commission Meeting
•August 28, 2025 - Special Budget City Commission Meeting
•September 8, 2025 - Regular City Commission Meeting
•September 11, 2025 - Shade City Commission Meeting
•September 11, 2025- Special Budget City Commission Meeting
•September 22, 2025 - Shade City Commission Meeting
•September 22, 2025 - Regular City Commission Meeting

CA.5 RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

CA.6 PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.7 NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:
Certificate of Recognition 2025-09: Pastor Byron E. Hodges and First Lady Flo Hodges in Celebration of 20 years of service to the Greater St. Mary's Missionary Church (C. Garris, Commissioner)

CA.8 Approval of the Edward Byrne Memorial Justice Assistance Grant (JAG) - $20,224.00 for Breaching Training Door and Forensic Evidence Drying Cabinet (J. Michaux, Chief of Police)

CA.9 Habitat for Humanity of St. Johns County Request for Use of City Seal (M. Wissel, Communications Director)

End Consent Agenda

5.A. Additions, deletions or modifications to Consent Agenda

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Sikes-Kline MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Cynthia Garris and APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals

(None)

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7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2025-23: Amends the Future Land Use Designation of approximately 11.39 Acres at Florida Avenue and 3 Theodore Street East of Nesmith Avenue (A. Skinner, Planning and Building Director)

Amy Skinner, Planning and Building, reviewed Ordinance 2025-23.

Public hearing was opened, and Commissioners heard comments from the following members of the public:

- Matra Hahn
- Ann Solomon

MOTION

Commissioner Springfield MOVED to pass Ordinance 2025-23 on second reading. The motion was SECONDED by Commissioner Garris.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 11.39 ACRES; LOCATED AT FLORIDA AVENUE AND 3 THEODORE STREET: EAST OF NESMITH AVENUE BETWEEN THEODORE STREET TO THE NORTH AND JOSIAH STREET TO THE SOUTH AS PORTIONS OF WHITNEYS SUBDIVISION -PART OF RAVENSWOOD IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 2.97 UPLAND ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL MEDIUM DENSITY TO RECREATION AND OPEN SPACE AND CHANGING APPROXIMATELY 8.42 WATERWARD ACRES OF PROPERTY FROM ITS CURRENT DESIGNATION OF OPEN LAND (VERY LOW DENSITY) TO OPEN LAND (CONSERVATION); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:
AYES: Springfield, Garris, DePreter, Blonder, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

8.A.2. Ordinance 2025-24: Amends the Zoning of approximately 11.39 acres at Florida Avenue and 3 Theodore Street East of Nesmith Avenue (A. Skinner, Planning and Building Director)

Amy Skinner, Planning and Building, reviewed Ordinance 2025-24.

Ex Parte Communication
(None)

Public hearing was opened; however, there was no response.

DRAFT

MOTION

Commissioner Jon DePreter MOVED to pass Ordinance 2025-24 on second reading. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING A TOTAL OF APPROXIMATELY 11.39 ACRES; LOCATED AT FLORIDA AVENUE AND 3 THEODORE STREET; EAST OF NESMITH AVENUE BETWEEN THEODORE STREET TO THE NORTH AND JOSIAH STREET TO THE SOUTH AS PORTIONS OF WHITNEYS SUBDIVISION -PART OF RAVENSWOOD IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, REZONING APPROXIMATELY 2.97 UPLAND ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF GOVERNMENT USE (GU) AND REZONING APPROXIMATELY 8.42 WATERWARD ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF OPEN LAND (OL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:
AYES: DePreter, Springfield, Garris, Blonder, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

8.A.3. Ordinance 2025-25: Amends the Future Land Use Designation of approximately 6.57 acres at Florida Avenue and Julia Street East of Florida Avenue (A. Skinner, Planning and Building Director)

Amy Skinner, Planning and Building, reviewed Ordinance 2025-25

Public hearing was opened; however, there was no response.

MOTION

Commissioner Blonder MOVED to pass Ordinance 2025-25 on second reading. The motion was SECONDED by Commissioner DePreter

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 6.57 ACRES; LOCATED AT FLORIDA AVENUE AND JULIA STREET; EAST OF FLORIDA AVENUE BETWEEN JULIA STREET TO THE NORTH AND EVERGREEN AVENUE TO THE SOUTH AS PORTIONS OF RAVENSWOOD SUBDIVISION IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 4.26 UPLAND ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL MEDIUM DENSITY TO RECREATION AND OPEN SPACE AND CHANGING APPROXIMATELY 2.31 WATERWARD ACRES OF PROPERTY FROM ITS CURRENT DESIGNATION OF OPEN LAND (VERY LOW DENSITY) TO OPEN LAND (CONSERVATION); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:
AYES: Blonder, DePreter, Garris, Springfield, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

DRAFT

8.A.4. Ordinance 2025-26: Amends the Zoning of approximately 6.57 acres at Florida Avenue and Julia Street East of Florida Avenue (A. Skinner, Planning and Building Director

Amy Skinner, Planning and Building, reviewed Ordinance 2025-26.

Ex Parte Communication

(None)

Public hearing was opened; however, there was no response.

MOTION

Commissioner DePreter MOVED to pass Ordinance 2025-26 on second reading. The motion was SECONDED by Commissioner Garris.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING A TOTAL OF APPROXIMATELY 6.57 ACRES; LOCATED AT FLORIDA AVENUE AND JULIA STREET; EAST OF FLORIDA AVENUE BETWEEN JULIA STREET TO THE NORTH AND EVERGREEN AVENUE TO THE SOUTH AS PORTIONS OF THE RAVENSWOOD SUBDIVISION IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; REZONING APPROXIMATELY 2.53 ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-TWO (RG-2) TO THE CITY CLASSIFICATION OF GOVERNMENT USE (GU), REZONING APPROXIMATELY 1.28 ACRES FROM ITS CURRENT CLASSIFICATION OF OPEN LAND (OL) TO THE CITY CLASSIFICATION OF GOVERNMENT USE (GU), REZONING APPROXIMATELY 0.33 ACRES OF FORMER CITY RIGHT-OF-WAY FROM UNDESIGNATED TO THE CITY CLASSIFICATION OF GOVERNMENT USE (GU), AND REZONING APPROXIMATELY 0.12 ACRES OF FORMER CITY RIGHT-OF-WAY FROM UNDESIGNATED TO THE CITY CLASSIFICATION OF OPEN LAND (OL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

VOTE ON MOTION:
AYES: DePreter, Garris, Springfield, Blonder, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

8.A.5. 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 (A. Skinner, Planning and Building Director)

Amy Skinner, Planning and Building, reviewed Ordinance 2025-27

Public hearing was opened; however, there was no response.

MOTION

Commissioner Blonder MOVED to pass Ordinance 2025-27 on second reading. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-27

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP(FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 2.47 ACRES; LOCATED AT 10, 14, AND 18 SMITH STREET AND EVERGREEN AVENUE; EAST OF NESBIT AVENUE BETWEEN EVERGREEN AVENUE TO THE NORTH AND SMITH STREET TO THE SOUTH AS PORTIONS OF THE BOVEE PLAT

DRAFT

SHOWING SUBDIVISION OF PROPE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 1.4 UPLAND ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL MEDIUM DENSITY TO RECREATION AND OPEN SPACE AND CHANGING APPROXIMATELY 1.07 WATERWARD ACRES OF PROPERTY FROM ITS CURRENT DESIGNATION OF OPEN LAND (VERY LOW DENSITY) TO OPEN LAND (CONSERVATION); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

VOTE ON MOTION:
AYES: Blonder, Springfield, DePreter, Garris, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

8.A.6. 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 (A. Skinner, Planning and Building Director)

Amy Skinner, Planning and Building, reviewed Ordinance 2025-28

Ex Parte Communication

(None)

Public hearing was opened; however, there was no response.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2025-28 on second reading. The motion was SECONDED by Commissioner DePreter.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING A TOTAL OF APPROXIMATELY 2.47 ACRES; LOCATED AT 10, 14, AND 18 SMITH STREET AND EVERGREEN AVENUE; EAST OF NESBIT AVENUE BETWEEN EVERGREEN AVENUE TO THE NORTH AND SMITH STREET TO THE SOUTH AS PORTIONS OF THE BOVEE PLAT SHOWING SUBDIVISION OF PROPE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, REZONING APPROXIMATELY 1.4 UPLAND ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF GOVERNMENT USE (GU), AND REZONING APPROXIMATELY 1.07 WATERWARD ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF OPEN LAND (OL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

VOTE ON MOTION:
AYES: Springfield, DePreter, Garris, Blonder, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

Mayor Sikes-Kline said she felt this was a great program and she thanked Commissioner Blonder for her leadership.

Commissioner Bonder thanked the Commission for their support and standing for conservation. She said the rezonings and land use amendments helped solidify that these properties would remain in conservation.

Commissioner Springfield added that the only way to conserve property was to own it. He said he thought it was the right thing to do.

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Commissioner DePreter said this had come full circle for him. He complemented Ms. Hahn and Ms. Solomon for their dedication and neighborhood work. He said the property could have been developed, as he was on the Planning and Zoning Board during that time; however, he felt this was the best alternative use for the property.

8.A.7. Ordinance 2025-30: Provides minor editorial changes to the city's parking regulations (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2025-30

Public hearing was opened; however, there was no response.

MOTION

Commissioner DePreter MOVED to pass Ordinance 2025-30 on second reading. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

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

VOTE ON MOTION:
AYES: DePreter, Springfield, Garris, Blonder, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

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

Richard Schauland, City Building Official, reviewed Ordinance 2025-31.

Public hearing was opened; however, there was no response.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2025-31 on second reading. The motion was SECONDED by Commissioner Blonder.

Ms. Lopez read the title as follows:

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

VOTE ON MOTION:
AYES: Springfield, Blonder, DePreter, Garris, Sikes-Kline
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

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

(None)

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

(None)

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9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

(None)

9.B. Resolutions

(None)

10. Staff Reports and Presentations

10.A Request to Use Stormwater Reserve funds to complete City Marina Seawall Project

Jessica Beach, Chief Resiliency Office and Utility and Public Works Deputy Director, requested additional funding for the Avienda Menendez Seawall project, which was in the Capital Improvement Plan (CIP) and had been for the past few years. She said funding was received from Federal Emergency Management Agency (FEMA) in 2017 as a result from hurricane Irma and from the Florida Inlet Navigation District (FIND). She said the total grant funding for the project, including the City's matching portion, was a little over $1.5 million dollars. She said the design and permitting phases were complete and they were in the construction phase of the project. She said the project total for construction and archeology was a little over $2 million dollars. She said the budget deficit was $476,937, and the stormwater reserve fund had available a total of $668,000. She said the request was to utilize the stormwater reserves to cover the budget deficit for construction. She said they had contacted FIND and FEMA to request more funding for the project, if possible, but that took time. She said the goal was to complete the project prior to the December 2026 FEMA grant deadline.

Mayor Sikes-Kline said using the funds from stormwater made sense. She noted this project had been in the CIP for quite some time.

Ms. Beach added that the funding from FEMA became available after hurricane Irma, but it took time for funding to be awarded and having contracts in place. She said the construction contract from FEMA was received in June 2025.

Mayor Sikes- Kline commented that it was difficult to explain how long federal programs took. She agreed that it would be better to proceed with the project and ask for more funding from FEMA and FIND as this was a priority.

Commissioner Springfield agreed that it was best to move forward with the project utilizing the Stormwater funds and then look for ways to replenish the fund.

Ms. Beach said this was a team effort and she thanked everyone for their help.

MOTION

Mayor Sikes-Kline MOVED to APPROVE the expenditure as described. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION:
AYES: Sikes-Kline, Blonder, DePreter, Garris, Springfield
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

12.A. Notification of three (3) upcoming term expirations - St. Augustine Firefighters' Pension Trust Fund, Board of Trustees (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, announced there were three term expirations on the Firefighters' Pension Trust Fund, Board of Trustees. She said the expiring members were eligible for reappointment. She said

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advertisement for the positions would be done as well.

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

Darlene Galambos, City Clerk, said applications for the Planning and Zoning Board (PZB), and those would be presented at the November meeting. She said there was an available position on the Civil Service Board.

Mayor Sikes-Kline asked how many applications were received for the PZB.

Ms. Galambos replied there were a total of three applications for two open seats.

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, announced the mobile Museum of Tolerance would be in town and it was free and open to the public. He said it would be off of Granada Street, and he encouraged everyone to stop by for the experience. He said on Wednesday, October 29th at 10:30 a.m. the ribbon cutting for the Dining with Dignity pavilion would take place at 92 South Dixie. He said this was the first step in creating a drop-in day center for the homeless. He said this would move the Dining with Dignity program from behind City Hall to the new property. He said the first meal would be served on November 14, 2025.

Mayor Sikes-Kline thanked him for working with the Mobile Museum of Tolerance. She said this was requested by a professor at Flagler College, and she appreciated all the work that had been done to accommodate the bus. She said there were many of these types of buses and it was a very fascinating experience.

Commissioner Blonder agreed it was a great experience.

14. Items by Mayor and Commissioners

Commissioner Garris asked what the hours were for the Museum of Tolerance.

Mr. Birchim replied that he thought it opened at 10:00 a.m. but was unsure of the closing time.

Commissioner Garris thanked everyone involved that was associated with Dining with Dignity. She expressed her gratitude to Barry Fox, Chuck Cushman, the facilities team, TBL Construction, and Florida Power and Light (FPL) for helping with the project. She said this was a great place for the homeless to have meals with dignity. She thanked Commissioner Springfield for the breakfast event hosted by the Kiwanis Club. She said there were many events that took place over the week, and she was happy to live in a beautiful city. She thanked the two residents from Florida Avenue that spoke in support of the conservation land. She felt the commission was listening to the people and fulfilling the needs.

Commissioner DePreter asked if the fifty or more employees for employee parking was accurate.

Mr. Birchim replied that he thought it was, however, wanted to speak with staff to see if there was any flexibility but would follow up regarding this issue.

Commissioner DePreter said during public comment a sink hole was mentioned, and he understood that it might be new information and asked for that to be addressed.

Mr. Birchim agreed that it was new information and he would follow up with the resident regarding the issue.

Commissioner DePreter thanked the Communications Department for setting up the coffee meet ups. He said around nine or ten people showed up at Flamingo Coffee Bar, and he felt it was done well. He

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said a couple issues brought to his attention were flooding and tide check valve maintenance. He said the question was if the flooding was due to the tide check valve or was it because it was overloaded. He said there used to be an active map on the website and he was unable to locate it.

Mr. Birchim commented that the map was on the website; however, the maintenance schedule was not on the map. He said he spoke to the Public Works director about combining the two, so when anyone looked at the Geographic Information System (GIS) Maps, there could be an identifier that indicated the maintenance schedule.

Commissioner DePreter felt that would be helpful even though it was more of a seasonal issue but anytime residents were able to access up-to-date information, it was beneficial for them. He said another topic discussed was efficiently closing roads with signage, which he understood was complicated but the complaint was that when the roads flood, vehicles would still come down the road and water would get inside their residents.

Mr. Birchim said they were in the process of trying to close roads more efficiently. He said the Chief of Police was working on that, and the streets that were prone to flooding in the City had been identified. He said a management plan was being created with a focus on the more prone to flooding areas. He said they were making sure there were enough signs on hand and were trying to determine locations to pre-deploy those signs. He said this was being organized by the City Fire and Police Departments.

Commissioner DePreter thanked Mr. Birchim for responding to that request.

Commissioner Springfield said the Florida City Week was done well. He said there was a comment that this type of thing should be done more often and he agreed. He said if it was later in the evenings, it could encourage those who worked to attend. He said he was impressed with the presentation given by the Mayor to the Florida Legislature at the County. He said his coffee event was held at Dos on San Marco Avenue and he had a list of comments from residents that he would provide to the City Manager. He explained people were desperate to understand how the City operated, and he felt there was a lot that could be done to help educate the residents. He added he spoke to the eight graders at Pioneer School for their Civics class about City government, which was a great time.

Commissioner Blonder said she was contacted about the upkeep and maintenance of the pool at the Galimore Center. She agreed that at the Coffee with a Commissioner, she heard some great ideas from residents and provided those to the City Manager. She said legislation was being worked on in relation to that. She said she participated in the Hazard Mitigation Assistance Program through Federal Emergency Management Agency (FEMA), to fully understand what it was like to go through the process, and it had been three years since she submitted her application. She said that there were around fifty people who submitted applications when she did and there had been many delays due to funding or other issues. She said last year she applied for the Elevate Florida Program and was at the final stage and was denied since she had an application in with the Hazard Mitigation Assistance Program. She said the reason she applied for the program was to understand the hardships, although decisions had to be made by FEMA before moving forward. She said they were trying to adapt to sea level rise; however, they were being blocked, and that was very difficult. She said as a Commission, they were working diligently to do everything they could to assist the residents with things like this.

Mayor Sikes-Kline agreed that City Government Week went well for her too.

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She appreciated the opportunity to have coffee with her neighbors and friends. She said she participated in the City Archeology tour given by our City Archeologist at the Visitors Information Center, which was very interesting. She said she attended the Historic Area Council along with the Chamber of Commerce where the Nights of Lights presentation was given by the City Manager. She felt it was very informative for them and productive feedback was given. She thanked the commissioners for attending a dedication to Conner Park and said the Conner and Carter families were very grateful, and it was a very positive experience. She said she spoke to the Legislative delegation at the County, with the City's legislative request this morning and learned that the City would be required to have a fifty percent match on all project requests. She apologized for not recognizing the commissioners that attended the meeting as there was very limited time; however, she thanked them for coming and being supportive. She thanked the City Attorney for providing guidance on what could be discussed concerning ad valorum tax cut proposal. She pointed out that the cities and counties had limited ways of raising revenue. She said the City was not as dependent on ad valorum tax and was grateful that the City had been strategizing over the years for other sources. She said campaigns were not allowed; however, forums were allowed for people to come and ask questions. She suggested hosting a forum in January as she felt it was a guarantee to happen. She added they had an amazing time at the 100-year celebration of Davis Shores, there were many speakers, food was amazing, and the entertainment was great. She said she gave the toast at the end of the night and it was a wonderful event.

15. Adjournment

There being no further business, the meeting was adjourned at 6:22 P.M.[1]

_____
Nancy Sikes-Kline, MAYOR

_____
Darlene Galambos, CITY CLERK

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[1] Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: November 24, 2025

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 332 S. NASSAU STREET**

Enclosed is a Satisfaction and Release of Mortgage for 332 S. Nassau Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Barbara Mitchell, and Willie Mitchell. The mortgage was recorded in the Public Records of St. Johns County on March 11, 2021. 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 December 8, 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 **BARBARA MITCHELL AND WILLIE MITCHELL**, whose address was 332 S. Nassau Street, 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 March 3, 2021, recorded at Official Records Book 5204, Page 1149, 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 5204, Page 1149, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

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

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

_____
Darlene Galambos, City Clerk

By:_____
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: SEC 45 TWP 07 RGE 29 I-41 CLARK SUB OF W ½ OF BLK 4 E ½ HUERTAS GRANT LOT 15 BLK 2 (EX E 51.37 OF S 16.02 FT) OR 915/700.

PARCEL ID NUMBER: 121770-0000

LOCATION ADDRESS: 332 S. NASSAU STREET, ST. AUGUSTINE, FLORIDA 32084

Public Records of St. Johns County, FL
Clerk number: 2021027349
BK: 5204 PG: 1149
3/11/2021 12:59 PM
Recording $61.00
Doc M: $15.75

UNIT CONNECTION FEE MORTGAGE

THIS MORTGAGE, by and between **Barbara Mitchell and Willie Mitchell, Jr.** whose address is 332 S. Nassau Street, St. Augustine, FL. 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA,** a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of $79.46 for 60 Months, with the first payment due April 15, 2021.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this March 3rd 2021.

Signed, sealed and delivered in the presence of:

Taya Hoff
Witness
Printed Name: Taya Hoff

Witness
Printed Name: John Augustus

BY: Barbara Mitchell
(Name) Barbara Mitchell
(Address) 332 S. Nassau St.
(Telephone) (904) 806-3019

Taya Hoff
Witness
Printed Name: Taya Hoff

Witness
Printed Name: John Augustus

BY: Willie Mitchell Jr.
(Name) Willie Mitchell Jr.
(Address) 332 S. Nassau St.
(Telephone) (904) 806-3019

*** * * 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, **Barbara Mitchell,** by means of [X] physical presence or [_] online notarization, who is personally known to me or who has produced Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this March 3 2021.

TAYA HOFF
Commission # HH 081408
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Taya Hoff
Notary Public, State of Florida

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, **Willie Mitchell, Jr.,** by means of [X] physical presence or [_] online notarization, who is personally known to me or who has produced Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this March 3 2021.

Taya Hoff
Notary Public, State of Florida

TAYA HOFF
Commission # HH 081408
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"

LEGAL DESCRIPTION

Parcel ID Number: 121770-0000

SEC 45 TWP 07 RGE 29 1-41 CLARK SUB OF W ½ OF BLK 4 E ½ HUERTAS GRANT LOT 15 BLK 2 (EX E 51.37 OF S 16.02 FT) OR 915/700

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: Barbara Mitchell and Willie Mitchell, Jr.
ADDRESS: 270 Knowlton St
St. Augustine, FL. 32084

$4,406.00 St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 332 S. Nassau St, St. Augustine, FL. 32084, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4,406.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.15 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **79.46 Dollars**, commencing on April 15, 2021 and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of** March 3rd 2021, in the presence of:

Taya Hoff
Witness
Printed Name: Taya Hoff

Witness
Printed Name: John Augustus

BY: Barbara Mitchell
(Name) Barbara Mitchell
(Address) 332 S. Nassau St.
(Telephone) (904) 806-3019

Taya Hoff
Witness
Printed Name: Taya Hoff

Witness
Printed Name: John Augustus

BY: Willie Mitchell
(Name) Willie Mitchell, Jr.
(Address) 332 S. Nassau St.
(Telephone) (904) 806-3019

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, **Barbara Mitchell** , by means of [X] physical presence or [_] online notarization, who is personally known to me or who has produced Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this March 3 2021.

TAYA HOFF
Commission # HH 081408
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Taya Hoff
Notary Public, State of Florida

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, **Willie Mitchell, Jr.** , by means of [X] physical presence or [_] online notarization, who is personally known to me or who has produced Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this March 3 2021.

Taya Hoff
Notary Public, State of Florida

TAYA HOFF
Commission # HH 081408
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: November 4, 2025

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

Enclosed please find Invoice No. 10-2025-11-5814 dated November 4, 2025 from Cavendish Partners, P.A. for legal services rendered in the Lake Maria Sanchez eminent domain matter.

The amount due is **$6,039.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the December 8, 2025 City Commission meeting.

WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S FEES AND COSTS ON THIS MATTER EQUALS $75,127.59.

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: 11/04/2025
Invoice #: 10-2025-11-5814
Matter: Eminent Domain re Lake Maria Sanchez

File #: 5814

INVOICE TOTAL AND BALANCE DUE $6,039.00

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085
Due Date: 12/01/2025
Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

PAYMENTS RECEIVED AFTER 11/04/2025 ARE NOT REFLECTED IN THIS BALANCE DUE INVOICE

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

RE: Selection for the 2026 De Aviles Award

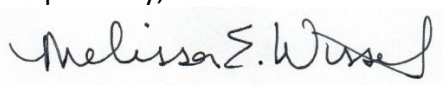
DATE: December 8, 2025

In accordance with the process outlined in Resolution 2025-06, I ask that the nomination of Gordon J. “Gordie” Wilson be advanced for selection of the 2026 De Avilés Award recipient.

Please place this on the City Commission meeting consent agenda for December 8, 2025, for their approval. The presentation shall be scheduled for February 9, 2026, the first meeting in February.

Thank you in advance for your approval of this selection.

Respectfully,



Melissa Wissel, Communications Director

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: David Birchim
City Manager

DATE: November 24, 2025

RE: Ratification of Revised Collective Bargaining Agreement

The attached is the signed revised collective bargaining agreement between the City of St. Augustine and the Coastal Florida Police Benevolent Association. The bargaining unit members voted and approved the agreement on Friday, November 21st. The contract covers a 3-year period from October 1, 2025, until September 30, 2028, and needs to be ratified by the Commission.

Please add this to the consent agenda for the City Commission meeting on December 8th for approval.

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

Donna S. Hayes
Human Resources Director

AGREEMENT

BETWEEN

CITY OF ST. AUGUSTINE

and the

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

October 1, 2025 through September 30, 2028

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ARTICLE 1

BARGAINING UNIT - DEFINITIONS

Section 1. Bargaining Unit.

The City of Saint Augustine (hereinafter "Employer" or "City") recognizes the Coastal Florida Police Benevolent Association (hereinafter "the Association") as the exclusive bargaining representative for the following unit of members of the Saint Augustine Police Department. All full-time regular sworn police officers employed by the Saint Augustine Police Department in the position of Police Officer, Corporal and Sergeant. Excluded from this unit are all employees above the rank of sergeant.

Section 2. Definitions.

A. Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described. Specials, reserves, provisional and probationary employees while in field training are excluded from the term "employee" hereunder. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

B. Superior Officers - Wherever the term "Superior Officers" is used in this Agreement, it shall mean a member of the permanent police force of the City of St. Augustine of the rank of Commander or higher.

C. The term "Chief of Police" shall mean the Chief or the appointed Acting Chief.

ARTICLE 2

THE ASSOCIATION DUES DEDUCTION

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Association will indemnify, defend and hold the Public Employer harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

The Association recognizes the right of the City of St. Augustine to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

a. To manage and direct the employees of the City.

b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.

c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.

d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.

e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

f. To determine the number of employees to be employed by the City.

g. To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.

h. The organization of City government.

i. To maintain and improve the efficiency of the operations of the City.

j. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

Section 3

If in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Police Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

ARTICLE 4

EMPLOYEE RIGHTS

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.
3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.
4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

The City will not refuse to meet, negotiate or confirm proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.

ARTICLE 5

DISCIPLINARY ACTION

Section 1

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law.

Section 3

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract. A copy of current Florida Statute §112.532 is attached as Appendix D.

Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any two (2) of the following present:

A. One (1) local representative and a staff representative or,

B. One (1) local representative and an attorney or,

C. One (1) staff representative and an attorney.

If the employee desires to have any combination of the above representatives present or any one of them, the investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the

specific individual will be granted only if the individual requested is available within a reasonable time. What is a "reasonable time" will depend upon the subject matter being investigated.

Section 5

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee's file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee's file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within four working days.

Section 7

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

Section 8

All material that relates to an investigation that is unfounded shall be marked unfounded.

Section 9

The City agrees to purge all files that relate to internal affairs investigations after all relevant state and federal statues of limitations have expired, and then to the extent permitted by the Public Records Act.

Section 10

A written reprimand shall be marked “no longer effective” after 24 months if the officer has not committed another offense. Suspensions are not affected by this Section and may be used in any subsequent discipline.

Section 11

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 6

ASSOCIATION BUSINESS LEAVE

Section 1. Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than three in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

Section 3. Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

ARTICLE 7

NO STRIKE CLAUSE

Section 1

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine.

Section 2

The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of St. Augustine.

Section 3

Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine and shall refuse to recognize any picket line established in connection therewith.

Section 4

The Association shall at the request of the Employer take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 5

In the event of a strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, if such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer continues for more than twenty-four (24) hours after

notification, if the Association has not publicly disavowed such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, or similar interference with the operations of the Employer and ordered the employees back to work and attempted to bring about a prompt resumption of normal operations, then this Agreement may at the option of the City be declared null and void in its entirety.

Section 6

Nothing contained in this Article will prevent the Employer from exercising any other rights it may have nor deprive the City of filing suit to end the strike. The City retains the right to terminate or otherwise discipline any employee who violates this Article.

ARTICLE 8

STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

Section 3

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

ARTICLE 9

ADHERENCE TO LAW

The Employer and the Association recognize and adhere to all State Labor Laws, and to Civil Service ordinances, rules and regulations, only as they pertain to the City of St. Augustine.

ARTICLE 10

HOURS OF DUTY AND WORK SCHEDULE

Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the fourteen (14) day option/eighty-four (84) hour threshold under the above-referenced section of the Fair Labor Standards Act for all members of patrol, investigations, training, professional standards, etc., regardless of assignment.

Section 2

The basic patrol schedule shall be a fifty-six (56) day rotation of 12-hour shifts with a fourteen (14) calendar day work period for a total of 336 hours. The normal work week will be a scheduled 84 hour bi-weekly work period, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

Section 3

Members of the Department shall not be assigned to a particular shift for less than 56 days, nor for more than 56-day periods except in unusual circumstances when the Chief may assign the same officer to one additional consecutive 56-day period.

Section 3 of this article shall not apply to employees (police officers, corporals, and sergeants) assigned to investigations, training, professional standards, or community resources division.

Section 4

The parties agree that the Chief of Police and the bargaining unit may mutually agree to try different work schedules for a 6-month period. At the end of the 6-month period, if both parties are not agreeable to the new schedule, the "fifty-six (56) day shift" will be reinstated.

Section 5

The Employer will notify employees fourteen (14) days in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc.

Section 6

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must check out with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

Section 7

It is recognized that part of a bargaining unit employee's obligation includes performance of certain additional duties during the employee's 12-hour shift. Therefore, up to one-half hour per day (2-1/2 hours per week) may be set aside for the exchange of information, the completion of paperwork at the beginning or end of each shift, and other incidental jobs that must be performed at the beginning or end of the shift.

Section 8

In the event the City determines that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will be given notice of that decision and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of three (3) meetings held during that fourteen (14) day period. In this regard, the City will first make every effort to maintain hours of work in safety sensitive positions before considering hours reductions in all City Departments.

ARTICLE 11

OVERTIME

Section 1

The City elects to operate under 29 U.S.C. Section 207(k) of the Fair Labor Standards Act by establishing a fourteen (14) calendar day work period. The normal pay period will be two consecutive pay weeks. The normal work period will be eighty-four (84) scheduled hours during a pay period, inclusive of meal breaks.

Section 2

All work performed in excess of eighty-four (84) hours in any one pay period shall be paid for at the rate of one and one-half times the employee's regular rate of pay. It is the intent of the City that each employee takes a 30-minute meal break each day in accordance with Article 10, Section 6.

Section 3

Any police officer required by the City to attend any court, court conference, or other related proceedings, as a witness, or in any other capacity, other than jury duty, for, or on behalf of the City or State, at any time other than during a regular tour of duty, shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay for a minimum of two (2) hours. Compensation received from the court may be retained by the officer in lieu of City compensation. A form attesting to the required attendance must be provided by the employee to the Police Department. Five dollars ($5.00) (or the current Florida statutorily authorized fee) will be deducted from the employee's pay for each day of required court attendance.

Section 4

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-half rate for a minimum of two (2) hours.

Section 5

Any off-duty police officer required to "stand-by" awaiting a call of duty shall be paid for all "stand-by" time at rates provided in Section 1 and Section 2. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

Section 6

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes and paid as provided in Sections 1 and 2. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular work day, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out-of-town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled workday, the employee will be paid for the regular eight (8) hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

If an employee is required to attend mandatory training, which is not for certification purposes and they have not worked the required 84-hours in the pay period as provided in Sections 1 and 2, the employee shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay, if their leave was scheduled and approved more than 30 days prior to the training being scheduled.

Section 7

Time paid for, but not worked, such as sick leave, vacation leave, other leave, and military leave shall not be counted in determining overtime.

If an officer is required to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 84 hours in the pay period.

ARTICLE 12

WORKING OUT OF CLASSIFICATION

Section 1

Any sworn police officer below the rank of Corporal covered by this Agreement who is required to accept the responsibilities of a Sergeant for twelve (12) consecutive hours or longer, shall be paid a 5% differential on the officer's base salary while serving as a Sergeant.

Section 2

The senior police officer on the shift when a Corporal or a Sergeant is not available will assume the responsibility of the Sergeant unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.

The above will not apply if a Sergeant or superior officer is present.

Section 3

A Corporal assuming the responsibility of the Sergeant for three or more consecutive shifts shall be paid a 5% differential on the Corporal's base salary while serving as a Sergeant.

ARTICLE 13

EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or "swap" a shift whenever he is able to secure another employee to work in his place. Said "swap" shall be governed as follows:

1. Such "swaps" or exchanges are made only after prior approval of their respective commander.

2. Such a substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.

3. The officer in charge of the shift in which the substitution takes place is notified one day prior to it becoming effective, except in the case of an emergency, when the notification may be made on a shorter timeframe.

4. Approval of swaps will normally be made if the "swap" is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.

5. Swaps for up to fifty-six (56) days may be allowed if applied for 14 days in advance and approved by the employees' respective commander(s).

6. Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

ARTICLE 14

WAGES

Section 1

A. For the terms of this agreement, full-time bargaining unit employees shall receive the following:

   1. For fiscal year 2026, bargaining unit employees will receive a 5% general wage increase effective the pay period the agreement is ratified.

   2. For fiscal year 2027, effective the first pay period in October, a general wage increase shall be the same as that given to City employees not in a bargaining unit.

   3. For fiscal year 2028, the parties agree to negotiate general wage increase.

B. Full-time, non-probationary employees shall be entitled to merit step increases as set forth in Section 4 of this Article.

Section 2

All bargaining unit employees hired on or after October 1, 2025, will receive the entry-level pay set forth in Appendix A. Upon successful completion of field training, the employee will receive an automatic 2-step increase beginning on the next full pay period. Upon completion of probation, on the first full pay period following the first anniversary date of employment, the employee will automatically receive a three-step increase. New employees will not be eligible for the merit step increase on the contract anniversary date until after one (1) full year of employment. All pay increases after the completion of field training and the first anniversary date will be based on merit.

Section 3

Additional steps for receiving a college degree(s).

An education supplement as hereinafter set forth, will be paid to employees hired on or after October 1, 2019, or for officers attaining advanced degrees as hereinafter set forth:

a)	AA (2 year) degree from accredited college	4 steps
b)	BA/BS (4 year) degree from an accredited college	4 steps (8 steps if AA degree not attained)
c)	MA (or any equivalent advanced degree) from an accredited college	2 steps

The education steps will be added to the employee's pay upon completion of field training. No employee can exceed Step 40. Sergeants will only be eligible for 4 steps for obtaining a BA/BS degree or 2 steps for master's degree. The increase will be effective the first full pay period following submission of a copy of the degree, other verifiable information showing that a degree has been awarded, or all requirements have been met and verified to obtain a degree, but official graduation scheduled at a future date.

An employee promoted to Corporal or Sergeant will be placed into the new pay range based on their base wage without educational steps. Once the employee has been placed into the new pay grade as outlined in Section 7, their educational steps will be reapplied.

Section 4

Prior to October 1st, the City will evaluate each full-time regular non-probationary Police Officers in the bargaining units and all Corporals and Sergeants who have completed at least sixty days in rank of service by August 31st. Officers receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. For October 2025, bargaining unit members receiving a meets expectation or exceeds expectations will receive a 2-step merit increase. For October 2026, bargaining unit members receiving a meets expectation or exceeds expectations

will receive a minimum of 1-step merit increase or the average merit increase other City employees receive, whichever is greater. No pending, incomplete or ongoing investigations shall be used in the evaluation process.

Officers who have reached step 40 or Sergeants who have reached step 30 will receive a lump sum payment per City Policy 8.2.7.

Section 5

No police officer or Corporal, as a result of automatic step increases, merit step increases, or an educational incentive will exceed the rate for Step 40 of the employee's pay grade. No Sergeant as a result of automatic or merit step increases will exceed Step 30 of the Sergeant's pay grade. The pay grade and step summary for officers is attached as Appendix A; the pay grade and step summary for Corporals is attached as Appendix B; the pay grade and step summary for Sergeants is attached as Appendix C.

Section 6

At the expiration of this agreement on September 30, 2028, and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties on or before October 1, 2028, or unless the parties mutually agree in reopener negotiations to extend the contract beyond October 1, 2028.

Section 7

A. If the promoted employee's current salary is above Step 1 of the new pay range, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of

rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or

B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Corporal or Sergeant pay range, as applicable, provided that the minimum of the new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.

Section 8

Officers assigned as Field Training Officers (FTO) will receive $4.00 per hour for all hours assigned to and working as an FTO, and when attending required meetings of Field Training Officers. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

Section 9

Officers certified as Instructors will receive $4.00 per hour for all hours assigned to and working as an Instructor. Officers shall be assigned Instructor responsibilities at the discretion of the Chief.

Section 10

When recruiting qualified applicants for positions which require state licensure/certification or a professional designation becomes difficult due to the established starting salary for the position, the City Manager may authorize step increases for related, qualified experience. The step increase allowance applied will be one (1) step for every four (4) years of qualifying experience with employment outside of the City of St. Augustine. Qualifying experience means all years in which the individual worked in a position that required, and the individual simultaneously held, the licensure/certification or professional designation.

Section 11

Officers assigned to detective status will receive a one-time 2-step increase added to their base pay while assigned to the Investigation Unit. Officers who remain in the Investigation Unit for 12-months or more will retain the 2-step increase upon leaving the unit but will not be eligible for the increase at later date if reassigned to the unit. Assignment of detectives to shifts will be made by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive.

Section 12

The City will pay an incentive of $50.00 per month ($25.00 per pay for twenty-four pays per year) for participation on the Special Response Team (SRT), Traffic Homicide Investigations (THI), Meth Team, and Emergency Response Team. Pay will begin the pay period following notification to the Human Resources Department. Employees must complete an incentive pay form and submit it to Human Resources at least two weeks prior to starting participation or ending participation on a team. The City will have no responsibility for retroactive pay to employees who do not notify Human Resources in a timely fashion, and the City will deduct all overpayments, if notification is not given to Human Resources. The maximum number of employees per team or unit defined above will be 12 for SRT, 6 for THI, 4 for Meth, and 7 for Mobile Response. Employees will be limited to two teams/unit incentives at a time.

Section 13

Effective October 1, 2025, the City will pay $100.00 per week for a maximum of four Officers (two for THI, one Safe Trak and one from investigations), the Public Information Officer,

and the Investigation Sergeant or designee assigned to on call duty. Officers will only be eligible for a maximum of $100.00 per week regardless of which on call duties they are assigned to.

Section 14

Effective October 1, 2025, the City will pay $300 per quarter or $1,200 per fiscal year in accordance with the City Policy 6.15 Health and Wellness Reimbursement. In addition, Officers may use the allowance provided in City Policy 6.15, towards their monthly cellphone expenses or to purchase cellphones that are used in conjunction with the performance of their duties.

Section 15

For the duration of this agreement the City will waive the requirement for officers to pay for take home vehicles per City Policy 4.12.1 who live within St. Johns County. If a new agreement is not ratified by October 1, 2028, City Policy will be applied to all officers.

ARTICLE 15

WORKING OFF DUTY

Section 1

All officers must receive prior approval before accepting any off-duty assignment or secondary employment; however, decisions are appealable to the Civil Service Board or subject to the grievance procedure.

Section 2

All secondary employment must receive prior approval in writing from the Chief. Except with prior approval of the Chief, no member of the Police Department shall have any other employment or pursue any gainful occupation that requires the officer to work more than eighteen (18) hours on a duty day, including his/her assigned shift. The officer must have a minimum of eight (8) hours non-working rest period in the preceding sixteen (16) hours prior to reporting to work. Any such employment shall in no way conflict with duties under City employment.

Section 3

A sworn police officer can work off duty in uniform under the following conditions:

(A) The off-duty work must be approved in advance by the Chief or his designee. Approval for off duty work will not be unreasonably withheld; provided off duty work as a "bouncer" or in an establishment where liquor is served will normally not be approved.

(B) If the off-duty work requires the use of a police vehicle, the officer will reimburse the City for each hour the police vehicle is used in the possession of the officer per City Policy. The officer must complete a form to be prepared by the City prior to taking the vehicle. The per hour amount will be deducted from the employee's paycheck. Nothing in this paragraph

guarantees that a police vehicle will be available. The officer will use the vehicle assigned by City Policy or the Police Chief or designee.

(C) The hourly rate to be charged any person or organization desiring to contract with a uniformed City officer will be established by the Chief in consultation with the Association; provided that the hourly rate charged such persons or organization for a uniformed City officer will be modified at the request of the Union if the purpose of the request is to compete with the Sheriff's Department or Florida Highway Patrol for available work.

(D) It is agreed that any such work is solely for the benefit of the individual officer and is totally voluntary on the part of the officer. Any off-duty work under this Article will not be considered as time worked for the City and will not be counted as time worked for overtime purposes.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation, or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Commander within ten (10) business days. In grievances involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Commander shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee

within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response from the Chief is received or due. The City Manager shall respond in writing within ten (10) business days.

Step 4: If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

Section 3

The term "business days" as used in this Article will be days that city is open for business. Any time limits set forth in this Article may be extended by mutual consent.

Section 4

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration, shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

Section 5

Grievances involving discipline may proceed immediately to Step 2

Section 6

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated, and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing, but may use vacation time;
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing;

3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 7

Except for alleged violations of Articles 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 24, 25, 27, 28 and 32, probationary employees will not have access to the Grievance and Arbitration Procedures of this Article. Specifically, probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge.

Section 8

1. Any employee who has been served a disciplinary suspension may:
    1) Sign a waiver stating that they are not going to pursue any of their grievance rights. The employee will then serve their suspension as assigned OR
    2) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.
2. A disciplinary suspension maybe with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.

3. Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Chief or a Commander. Work performed under Article 15 of this contract is excluded from this provision.

Section 9

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City or the employee shall only be liable for back for a period of three (3) calendar years from the date the City discovers the alleged error or the employee notifies the City in writing of the alleged error.

ARTICLE 17

SENIORITY

Section 1

In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

Section 2

Seniority in the St. Augustine Police Department shall first be determined by rank and then by length of service in rank. Sergeants and Corporals appointed on the same day shall have their seniority determined by total length of service. Seniority for Police Officers shall commence from the date of appointment as a regular full-time member of the St. Augustine Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior.

Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

Section 4

Seniority shall be broken by resignation and termination for just cause.

Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

Section 6

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs

as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief.

Section 7

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

Section 8

Seniority will not be observed when the conditions described in Article 12, Working Out of Classification, exist.

ARTICLE 18

UNIFORM ALLOWANCE AND EQUIPMENT

Section 1

The employer will provide uniformed employees with four (4) complete uniforms and all equipment to perform their duties as deemed necessary by the City. This shall include maintenance when not caused by negligence.

a) The employer will provide new employees a holster that will accommodate the weapon the officer is issued.

b) The employer shall repair or replace any employee's personally-owned utility equipment as listed below that is damaged, destroyed or lost in the line of duty when such damage, destruction or loss results from a physical altercation or some other circumstance that is unique to police work. The repair or replacement will be made as soon as reasonably possible based on the following schedule:

1) Weapons: Actual cost of repair or replacement.

2) Flashlights and Holsters: Actual cost of repair or replacement, not to exceed the cost of the flashlight or holster provided by the City. This Section does not apply to the lithium battery flashlight purchased by officers at their expense.

3) Watch: Actual cost of watch damaged, destroyed or lost to a maximum of $35.00.

4) Prescription Lenses: Actual cost of lenses damaged, destroyed or lost, including contact lenses, plus up to $50.00 for frames when applicable. This

does not include the cost of an eye examination, which is paid by the employee.

5) Non-Prescription Sunglasses: Actual cost of sunglasses damaged, destroyed or lost not to exceed $15.00. Prescription sunglasses are covered by paragraph 4 above.

6) The Employer will provide, at its option, lithium flashlight batteries for the flashlights purchased by individual officers or a recharger and a rechargeable battery for each officer who has purchased at his own expense the lithium battery flashlight. No other flashlights other than the current lithium battery flashlights that have been purchased by officers now or during the term of this agreement are covered by this section.

7) The City will purchase a gear bag for each officer when the officer's current gear bag wears out. The officer must present his current gear bag to his/her supervisor who must agree that the gear bag must be replaced in order to receive a replacement gear bag.

8) Considering normal wear and tear, employees' shoes/boots will be replaced consistent with current City practice. The damaged shoes must be presented to the Police Chief who must agree that the shoes/boots are to be replaced.

For items other than those listed above, the City, in its sole discretion, may replace personal items damaged, destroyed or lost in the line of duty. The City in its sole discretion may exceed the aforementioned replacement values on a case-by-case basis.

Section 2

The Employer will provide a place where uniforms will be cleaned, altered or replaced, when necessary, at no cost to the employee.

Section 3

The employer will provide a Kevlar vest (American Body Armor or equivalent, as determined by Police Chief) for employees. For employees who currently have a vest, the City will replace the vest in the future consistent with the manufacturer's recommendation for service life of the vest.

The current practice of providing vests to and wearing vests by detectives will continue. It is recognized that detectives do not wear the vests at all times while on duty.

Section 4

Each non-probationary employee, during his/her first ten (10) years of employment with the City as a police officer, will be permitted to purchase three (3) firearms through the City and may use the payroll deduction plan provided that only one (1) weapon may be on payroll deduction at any one time.

a) After ten (10) years of employment with the City as a police officer, the employee will be permitted to purchase one (1) additional weapon through the City and may use the payroll deduction plan without turning in a weapon.

b) If the City changes requirements or changes policies regarding the type or caliber of weapon that an employee can carry while on duty, any employee who has not previously purchased that firearm through the City, may purchase the required firearm and may use the City payroll deduction plan.

c) Any weapon lost or stolen may be replaced by the employee under this program provided that the employee signs an affidavit explaining the circumstances of the loss or theft of the weapon.

ARTICLE 19

SICK LEAVE

Section 1. Sick Leave Accrual.

Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2025, will be payable sick leave hours.

Regular Work Week in Average Hours	No. of Hrs. Accumulated Per Biweekly Pay Period	Number of Hours Accumulated Per Yr.
40	3.1	80.6

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not again begin to accumulate sick leave until he has returned to full-time duty. Sick leave will be credited to employees' accounts biweekly.

Section 2. Employees Not Eligible for Benefits.

Temporary or part-time employees shall not be entitled to sick leave benefits.

Section 3

Sick leave is an earned privilege which shall be allowed only for the following cause:

a. Personal illness or disability over which the employee has no immediate control.

b. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, stepparent, Foster parent, Brother, Sister, step sibling, Wife, Husband, Son, Daughter, step child, Foster child, immediate in laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof. In order to receive sick leave, the employee must be in attendance at the place of illness (i.e., family member lives out of state, employee must be in attendance in the state where the sick relative resides.

c. In the event of the death of a member of the employee's immediate family the employee may use sick leave. Immediate family is defined above. Sick leave because of the death of a member of the employee's immediate family shall not be unreasonably denied. If additional leave is required, accrued vacation leave may be used as urgently needed leave.

d. Legal quarantine because of exposure to contagious disease.

e. Medical, dental or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

Section 4. Sick Leave Not Applicable to Disability Absences.

Sick leave shall not be paid for absences due to a permanent disability either job-related or not job-related. Permanent disability is covered by the City's pension plans, Social Security and, in the event of job-related disability, workers' compensation insurance.

The City reserves the right to require that an employee be examined, as a condition of continued employment, to determine if such employee is permanently disabled by reason of any physical, mental or emotional condition. Examination will be performed by physician(s) selected by the City and the cost of such examination will be borne by the City.

Section 5. Responsibility of Employee Taking Sick Leave.

In order to be granted sick leave with pay, an employee must meet the following conditions:

a. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either his immediate supervisor or if the immediate supervisor is not on duty, notify dispatch of the fact and reason for his/her absence at least one hour prior to scheduled starting time. Failure to notify the supervisor

within the required time may be cause for denial of sick leave with pay.

b. When required by his department head, an employee shall submit a medical certificate from a physician or dentist certifying the employee's absence from work. The Police Chief or his designee shall require a medical certificate for any sick leave in excess of three consecutive workdays. The Police Chief may make an appropriate inquiry into any use of sick leave. If an employee experiences three or more separate sick leave absences in any twenty-eight (28) day period, his department may require the employee to submit a medical certificate certifying such absences before the employee is granted sick leave with pay. A department head may require a medical certificate for any sick leave absence for which he has reason to believe that sick leave privileges may be or have been misused.

Section 6. Misuse of Sick Leave.

An employee claiming sick leave for purposes other than those herein specified shall suffer loss of pay for the time of such misuse of sick leave and shall be subject to disciplinary action up to and including dismissal.

Section 7. Eligibility for Sick Leave.

Sick leave credits shall be accrued during the first three months of employment, but an employee will not be eligible for sick leave benefits until he has completed three (3) months of continuous service.

Section 8. Absences for Periods Less Than Full Work Shift.

Sick leave absences for a fractional part of a full work shift shall be charged to the nearest half hour, except not in an amount less than one quarter (.25) hour.

Section 9. Control of Sick Leave.

The Police Chief is responsible for control of attendance to ensure that absences by employees receiving sick leave pay are for causes covered by this contract and City policy. .

Section 10. Extended Illness or Incapacities.

An employee will only be permitted to use that sick leave credit which has been earned. Special cases involving extended illnesses or incapacities will be referred to the City Manager for appropriate action.

Section 11. Terminating Employees.

The sick leave credits of an employee who leaves the service of the City for any reason, including regular or disability retirement, shall be terminated on the last day that such employee is actively employed by the City, except as indicated in Section 12.

Section 12: Accrued and Payment for Sick Leave

a. Each member will receive 80.6 hours sick leave per year credited at the rate of 3.1 hours per 2-week pay period.
b. Each member will have the option by March 31st and September 30th of each year of receiving pay (based on hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of payable sick leave, non-payable sick leave and vacation leave; provided

that employees must, after the sell back, retain a minimum of 40 hours payable and/or non-payable sick leave.

c. Each member will have the option by March 31st and September 30th of each year of converting up to forty (40) hours of payable sick leave to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least eighty (80) hours of sick leave after the conversion.

d. All payable sick leave hours will be paid (based on hourly rate) when a non-probationary employee leaves the employ of the City, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director, Police Chief, or City Manager/designee.

e. Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued sick leave.

f. Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

g. Non-probationary employees who retire at any age with 25 years or more of service, retire at age fifty-two or leave the City's employment who are age 55 and older and qualify for 100% sick leave payout; will be paid this leave through

a Special Pay Plan/401a.

Accrued sick leave payments at retirement under this Article will not be included as salary for pension purposes.

Section 13

The City will permit bargaining unit employees and City employees to donate current payable sick leave hours or vacation leave hours to other bargaining unit employees and City employees under the following conditions:

a. The recipient has exhausted all of his/her accrued sick leave and vacation leave.
b. The recipient is on extended leave due to illness or injury with the expectation of returning to work. Extended leave is leave for two (2) calendar weeks or more, unless the Chief determines in his discretion that circumstances warrant an exception to the two-calendar week requirement.
c. Hours must be donated in four (4) hour increments (4 hours of payable sick leave or 4 hours of vacation leave). Donations are hour for hour, regardless of rank or rate.
d. The donated hours will be credited to the recipient's non-payable sick leave account.
e. The City will post a notice when donated time is being requested. The notice will state the estimated total amount of leave needed by the recipient. However, if all of the donated hours are not used by the recipient, the unused hours will remain in the recipient's account and will not be re-credited to a donor.

f. The City assumes no responsibility for the donated time and will not encourage or discourage the donation of time.

g. The recipient will not accrue any additional vacation leave or sick leave while on leave and being paid from donations of vacation leave or sick leave by fellow employees. Employees will not be entitled to receive or accrue any additional benefits as a result of donated time under this Section. Family Medical Leave Act will start as set forth in Article 29, Section 2. Heath care coverage provided by the City will not be extended beyond the requirements of the Family Medical Leave Act as a result of donated time under this program.

ARTICLE 20

VACATION LEAVE

Section 1. Vacation Leave Accrual

Effective the pay period the agreement is ratified and thereafter, ~~October 1, 2022~~, each regular full-time and probationary bargaining unit employee will, based upon continuous months of service, be credited bi-weekly with vacation leave according to the following schedule:

SERVICE MONTHS	BIWEEKLY ACCRUAL	TOTAL ANNUAL VACATION HRS	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY ACCRUAL	MAXIMUM ANNUAL BAL w/ HOLIDAY PAY
0-60	3.2308	84	4.00	7.2308	624
61-72	3.6924	96	4.00	7.6924	624
73-84	4.1538	108	4.00	8.1538	624
85-96	4.6154	120	4.00	12.6154	624
97-108	5.0769	132	4.00	9.0769	624
109-132	5.5384	144	4.00	9.5384	624
133-157	6.0000	156	4.00	10.0000	624
158-181	6.4615	168	4.00	10.4615	624
182-204	6.9231	180	4.00	10.9231	624
205-216	7.3846	192	4.00	11.3846	624
217-228	7.8461	204	4.00	11.8461	624
229 +	8.3076	216	4.00	12.3076	624

Unused vacation leave may be accumulated to a maximum of six hundred twenty-four hours.

An employee on leave without pay for up to seven (7) consecutive days continues to accrue vacation time. Any employee on leave without pay for eight (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) days of such absence. Vacation leave shall be considered earned on the day following the end of each bi-weekly

pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first six months of employment, but an employee will not be eligible for vacation leave benefits until he/she has completed three months of continuous employment and field training.

Section 2. Eligibility for Vacation Leave.

An employee, who has completed three months of service and field training, shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account, as indicated on their most recent paycheck stub or timecard, or once in place, the time and attendance system except at such time when a department's workload makes it impractical for such vacation leave to be granted.

Section 3. Scheduling of Vacation Leave.

Whenever possible, employees will be granted vacation leave at the time they desire. However, the Police Chief has the right to schedule all vacation leave. When scheduling vacation leave, consideration shall be given to longevity of service.

Section 4. Ineligible Employees.

Part-time or temporary employees are not eligible for vacation leave.

Section 5. Terminating Employees.

Any non-probationary employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of six hundred fifty-six (624) hours, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director or City Manager/designee.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

The City will review any terminating probationary employee's record and pay them only holiday pay, provided, however, the City shall reduce the holiday pay owed by any vacation time taken by the employee during probation.

Non-probationary employees who retire at any age with 25 years or more of service, retire at age fifty-two, or leave the City's employment who are age 55 and older and qualify for 100% vacation leave payout; will be paid this leave through a Special Pay Plan/401a.

Accrued vacation leave payments at retirement under this Article will not be included as salary for pension purposes. The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

Section 6. Full Hours to be Charged.

Vacation leave shall be charged to employees' accounts in increments of one quarter (.25) hour.

Section 7. Granting of Vacation Time.

All vacations shall be granted as to time and manner according to the practice presently in effect with the department as long as in the opinion of the Chief, such practice will cause the least interference with the performance of the regular work of the police force.

ARTICLE 21

HOLIDAY LEAVE

Section 1

City shall provide holiday leave benefits which provides for thirteen (13) holidays at 8 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 4.0 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, as outlined in Article 20, Section 5.

The City observed holidays are:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
Presidents Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

ARTICLE 22

EDUCATIONAL REIMBURSEMENT/RETRAINING

Section 1

The City agrees to encourage continued education in the field of police work. For full-time, non-probationary employees, the City will reimburse tuition and fifty (50) percent of book expense to an officer, upon completion of the course work as hereinafter set forth under the following conditions:

(a) Courses taken at a community college or university by employees working on an AA, AS, BA, or BS, in criminal justice, criminology, police science or otherwise approved and related degree consistent with the parameters set forth in Article 14, Wages. It is recognized that some courses will not be directly related to the major but may be required as part of the degree program.

(b) Criminal justice, criminology, or police science courses, even though the employee may not be working toward a criminal degree.

(c) Any course work or degree other than that listed in (a) or (b) above will be reimbursed at the sole discretion of the City only if the prior permission of the City Manager or his designee is obtained before enrolling in the course.

(d) In order to qualify for reimbursement, the employee must receive a "C" or better when working on an AA, AS, BA or BS degree. If the employee is not working on a degree, the employee must receive a "B" or better to be entitled to reimbursement.

(e) Reimbursement will be limited to the actual cost of tuition and fifty percent (50%) of the cost of required books (employee keeps the books) upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above. Tuition for community

college courses shall be limited to the tuition charged by St. Johns River State College; tuition for university courses shall be limited to the tuition charged by the University of North Florida. If the employee chooses to go to an accredited institution other than a community college or a state university, the City's tuition reimbursement responsibility will be limited to the tuition charged by St. Johns River State College or the University of North Florida.

(f) Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The City's sole responsibility under this Article is the payment of tuition and book expenses as provided herein. Any employee receiving a scholarship or grant for education is not eligible for this Program, unless the amount received is less than the cost of tuition, which will be reviewed on a case-by-case basis. Such scholarships and grants include (but are not limited to) G. I. benefits, Social Security benefits and tuition waivers. Employees receiving bona fide educational loans are eligible for reimbursement.

(g) An employee may take up to two courses or eight hours per semester.

(h) If an employee who has received tuition reimbursement and/or book expenses under this Section leaves the employment of the City of St. Augustine, whether voluntarily or involuntarily, the employee shall be required to reimburse the City for all tuition and book expense paid by the City within the two-year period immediately preceding the employee's termination from the City. The employee will sign an agreement relating to reimbursement of the City under this paragraph at the time the employee receives payment from the City for tuition and book expenses.

Section 2

It is the officer's responsibility to obtain mandatory retraining. The City will supply the Union with the Criminal Justice Standards and Training Commission Report that is supplied to the City by the Commission, which shows the compliance date for mandatory retraining. When an employee attends a course that can count for mandatory retraining or career development, it is the employee's option on how the course is to be counted.

Section 3

The City reserves the ultimate right to limit or discontinue this program based on fiscal impact to the City's budget by advising the Association of its decision without further bargaining. The City will honor reimbursements approved prior to any such action.

ARTICLE 23

WORKERS' COMPENSATION

Section 1

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. If an employee is working off duty as permitted by Article 15, the officer will be covered by this Section only if the injury occurs while performing a function which the employee must be a certified police officer to perform, *i.e.*, effecting an arrest. During the first week (7 calendar days), the employee will receive his/her normal City paycheck. For the second through the thirteen weeks of any compensable disability, such employee shall receive eighty-five percent (85%) of his/her normal pay. The purpose and intent of this eighty-five percent (85%) payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. For the purpose of this Section, the normal pay will be the amount of salary excluding overtime the employee was receiving immediately prior to his injury. In order to qualify for these benefits, the employee must endorse all of his/her workers' compensation checks over to the City. It is the employee's option to choose between the workers' compensation check or the City check; however, once an option is selected, that option will continue for the remainder of the thirteen (13) weeks during which the employee could receive the eight-five percent (85%) payment by the City. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks within the two (2) year period

following the date of such injury or has been medically determined to be of a nature which prevents return to duty of the employee's eighty-five percent (85%) of normal pay shall be terminated at the end of said fourteen (14) week period or date of medical determination that such employee will be unable to return to duty within said period and the employee will retain his workers' compensation checks. The City may, at its option, provide extensions beyond the fourteen (14) week period limitations as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period or upon a medical determination of a nature which prevents the return to duty, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his/her entitlement to pension rights and other benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 1 of this Article. During leave under ~~this~~ Section 1, the City will continue to provide group insurance coverage at City cost to the same extent provided to other bargaining unit employees and the employee will continue to accrue sick leave and vacation leave.

Section 2

After the first fourteen (14) weeks of disability, if an employee receiving temporary total or temporary partial weekly indemnity benefits desires to supplement workers' compensation up to the eighty-five (85%) percent level in Section 1 above with accrued but unused sick leave or vacation leave, he/she may do so by advising the City's Human Resources Department and continuing to deposit his/her workers' compensation check with the City's Finance Department and the employee's paycheck as defined in Section 1 will continue to be issued. The employee's sick leave account and then vacation leave account will be charged up to the supplement amount

which is the difference between the statutorily established workers' compensation and eighty-five (85%) percent of the employee's normal pay. The number of hours charged to the employee's leave account(s) will be calculated by dividing the supplement amount by the employee's hourly wage. The employee may use less than the calculated hours but not more.

While the employee is receiving 85% compensation under Section 2, the City will continue to provide group insurance coverage at City cost to the extent provided for other bargaining unit employees, but the employee will not accrue vacation leave or sick leave.

Section 3

The City may require an employee who is disabled on duty and therefore eligible to receive workers' compensation under Sections 1 and 2 above to perform any other available work within the City, provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such assignments will result in the employee forfeiting all statutory and contractual workers' compensation benefits under this Article. The City may require a second medical opinion at its cost. If the medical opinions disagree as to the ability of the employee to perform the available work, a third medical opinion at the City's cost may be obtained, which will be binding. The third doctor will be selected by the employee's doctor and doctor designated by the City.

The employee will continue at his regular rate while performing such assigned work during the sixteen (16) week period following the date of injury as described in Section 1 above. After the sixteen (16) week period within the two (2) year period as described in Section 1 above, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker

compensation temporary partial wage loss benefits. The City retains the right to end such temporary assignments at any time or to offer the employee another regular, full-time position with the City.

Section 4

The Association and the bargaining unit recognize that the pay protection for those injured on the job is a valuable benefit not universally available to all City employees. The Association, the bargaining unit and the City will work together to ensure that there is no abuse of Workers' Compensation.

ARTICLE 24

SAFETY AND HEALTH

Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to live up to this responsibility.

Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in ~~a~~ disciplinary action.

Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

Section 4

Employees who work at jobs or in areas deemed by the City Office of Assistant City Manager to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be provided by the City. When such equipment has been prescribed by the Assistant City Manager, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

ARTICLE 25

MEDICAL COVERAGE

Section 1

The health, dental and vision insurance plans as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's health, dental, and vision insurance for the duration of this Agreement.

Section 2

Prior to making any changes including but not limited to any change in the insurance carrier(s), or any significant change in the nature or scope of coverage, amount of coverage, or cost of coverage, the City agrees to include up to three bargaining unit members on an insurance committee to review the proposals prior to a decision being made. However, the City reserves the ultimate right to make any changes in the coverage and cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

ARTICLE 26

BULLETIN BOARD AND ASSOCIATION BUSINESS

Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of political or controversial nature.

All notices shall be signed by an officer of the Association.

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of controversial nature, the Association agrees to rewrite it in such a way that it would not be of controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the St. Augustine Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its use by the Association will be limited by other needs.

ARTICLE 27

COUNSELING

Section 1

Whenever any St. Augustine police officer is directly involved in a shooting incident (*i.e.*, the officer is doing the shooting or being shot at), the officer will be placed on "administrative leave" by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the "aftermath" of the incident. This service will be paid for by the City.

Section 3

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

ARTICLE 28

LEAVE OF ABSENCE

Section 1

Subject to Article 9, with the written approval of the City Manager, an employee may be granted leave of absence without pay for a specified period not to exceed one year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence.

In such event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

Section 2

The employee's and the City's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12-month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, workers compensation leave, vacation leave, or any other leave whether paid or unpaid, during which employee medical insurance benefits are provided by the City at City expense.

Section 3

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statues, the Uniformed Services employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 (FMLA) and as Amended by Section 585 of the National Defense Authorization Act.

ARTICLE 29

VACANCIES - PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with Civil Service and City Personnel Regulations.

For the purposes of this Article, “undue unreasonable delay” will mean not more than three (3) months when the City is notified of the vacancy at least two (2) months in advance and no more than four (4) months when advance notice is not given.

ARTICLE 30

ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE

In the event of a City reduction in workforce of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay.

ARTICLE 31

PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other terms and conditions of employment that are mandatory subjects of bargaining, currently in effect known to and approved by the City Administration and City Commission shall remain in effect under conditions upon which they have previously been granted, unless changed as hereinafter provided.

In order to change or eliminate any prevailing right as described above, the City will notify the Association of the proposed change and upon request of the Association, negotiate over the change. If the parties are unable to reach agreement, the change will not be made until the City has met the minimum requirements then in existence under the Public Employees Relations Act for bargaining over such changes.

Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The City will provide the Association with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 32

SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within 15 days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 33

DURATION

Section 1

This Agreement will be in full force and effect from October 1, 2025, or the date of ratification, whichever is later, through September 30, 2028, provided, however that for the fiscal year 2027-2028 the parties agree to re-open negotiations on Article 14, Wages and one other article each. The parties will notify each other by the close of business on April 1st of fiscal year 2027-2028, which articles will be subject to negotiations.

Section 2

Either party may notify the other in writing between March 1, 2028, and June 1, 2028, of its desire to modify or terminate the Agreement effective September 30, 2028. If notice is not given by June 1, 2028, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by June 1st of a succeeding year.

CITY OF ST. AUGUSTINE

By:_____
David Birchim
City Manager

DATE:_____

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

By:_____
Greg Forhan
Legal Representative

DATE:_____

Subject to ratification by the City of St. Augustine Commission.

Attest:

_____
Darlene Galambos
City Clerk

Ratified by the City Commission:

_____
Date

APPENDIX A

POLICE OFFICER

(salary based on 2184 hours)

1	$64,323.17
2	$64,966.40
3	$65,616.06
4	$66,272.22
5	$66,934.95
6	$67,604.30
7	$68,280.34
8	$68,963.14
9	$69,652.77
10	$70,349.30
11	$71,052.79
12	$71,763.32
13	$72,480.96
14	$73,205.77
15	$73,937.82
16	$74,677.20
17	$75,423.97
18	$76,178.21
19	$76,940.00
20	$77,709.39
21	$78,486.49
22	$79,271.35
23	$80,064.07
24	$80,864.71
25	$81,673.36
26	$82,490.09
27	$83,314.99
28	$84,148.14
29	$84,989.62
30	$85,839.52
31	$86,697.91
32	$87,564.89
33	$88,440.54
34	$89,324.95
35	$90,218.20
36	$91,120.38
37	$92,031.58
38	$92,951.90
39	$93,881.42
40	$94,820.23

APPENDIX B

CORPORALS

(salary based on 2184 hours)

1	$67,680.13
2	$68,356.93
3	$69,040.50
4	$69,730.90
5	$70,428.21
6	$71,132.50
7	$71,843.82
8	$72,562.26
9	$73,287.88
10	$74,020.76
11	$74,760.97
12	$75,508.58
13	$76,263.66
14	$77,026.30
15	$77,796.56
16	$78,574.53
17	$79,360.27
18	$80,153.88
19	$80,955.42
20	$81,764.97
21	$82,582.62
22	$83,408.45
23	$84,242.53
24	$85,084.96
25	$85,935.80
26	$86,795.16
27	$87,663.11
28	$88,539.75
29	$89,425.14
30	$90,319.39
31	$91,222.59
32	$92,134.81
33	$93,056.16
34	$93,986.72
35	$94,926.59
36	$95,875.86
37	$96,834.62
38	$97,802.96
39	$98,780.99
40	$99,768.80

APPENDIX C

SERGEANTS

(salary based on 2184 hours)

1	$84,353.76
2	$85,197.29
3	$86,049.27
4	$86,909.76
5	$87,778.86
6	$88,656.65
7	$89,543.21
8	$90,438.64
9	$91,343.03
10	$92,256.46
11	$93,179.03
12	$94,110.82
13	$95,051.92
14	$96,002.44
15	$96,962.47
16	$97,932.09
17	$98,911.41
18	$99,900.53
19	$100,899.53
20	$101,908.53
21	$102,927.61
22	$103,956.89
23	$104,996.46
24	$106,046.42
25	$107,106.89
26	$108,177.96
27	$109,259.74
28	$110,352.33
29	$111,455.86
30	$112,570.42

APPENDIX D

Police Officers Bill of Rights, Florida Statutes § 112.532 (1990).

LETTER OF UNDERSTANDING

BETWEEN

CITY OF ST. AUGUSTINE
AND
THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

The City of St. Augustine has adopted a Drug Free Workplace Policy. A summary of the Policy is attached to this Letter as Attachment A. Where there is a conflict between this Policy and the Department Drug Screening Program, this Policy will prevail.

Random drug testing will be implemented as part of the City's Drug Free Workplace Policy. Up to five times annually (October through September), the City will draw 20% of the names or social security numbers of certified personnel. Those individuals whose names or numbers are drawn will immediately be sent for a drug test. If off duty, the individual's name/number will remain confidential and they will be sent for testing immediately upon returning to duty. The Association may be present at the time of the random selection, in which case social security numbers will be used. The Association representative present will certify that the numbers were drawn at random by signing the list of numbers drawn. All certified personnel will be subject to having their names or social security numbers drawn each time and, as a result, may be tested more than once per year. Testing, Testing Procedure and Test Results will be as defined in the Drug-Free Workplace Policy.

CITY OF ST. AUGUSTINE

/s/ Wm. B. Harriss
William B. Harriss

Date *9/26/05* .

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

/s/ Patrick L. McGuire
Patrick McGuire

Date *9/22/05*

Subject to ratification by the City of St. Augustine City Commission.

/s/ Martha V. Porter
Martha V. Porter *(seal)*
City Clerk

RATIFIED BY CITY COMMISSION

9/26/05
DATE

DRUG FREE WORKPLACE POLICY
SUMMARY

In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, we have established a Drug-Free Workplace Policy for the City of St. Augustine. This policy is implemented pursuant to the Drug-free workplace program requirements under F.S. 440.102 and the rules of the Department of Labor and Employment Security, Division of Workers' Compensation; Section 234.091 Florida Statutes; Regulations of the U.S. Department of Transportation (D.O.T.) contained in 49 CFR Part 40; and Regulations of the Federal Highway Administration continued in 49 CFR Parts 382 and 391.

The essential parts of this policy are:

1. The City of St. Augustine prohibits the use, possession, sale, manufacture or distribution of drugs, or other controlled substances on or off its property. Except as otherwise provided in City policy, the City prohibits the use or possession of alcohol on City property. It is also against City policy to report to work or to work under the influence of drugs or alcohol. Any employee who is taking any prescription drug which might impair safety, performance or any motor function must advise his or her supervisor before requesting to work under such medication.

2. Drug Testing of Job Applicants:

    a. All Applicants considered final candidates for a position will be tested for the presence of drugs as part of the application process, to the extent permitted by Florida law.

    b. Applicants will be asked to sign the Applicant Drug Testing Consent form. If an applicant refuses, he/she will not be considered for employment and the employment application process will be terminated.

    c. If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he/she has failed to meet employment standards.

3. Drug Testing of Employees:

    a. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.

    b. Random Testing: Employees in designated safety sensitive or special risk positions may be subject to random testing. Currently this includes employees required to possess a commercial driver's license, certified firefighters and certified police officers. The scope criteria and testing process will be governed by applicable state and federal laws and collective bargaining agreements.

    c. Routine Fitness for Duty Testing: Employees will be drug tested if the test is conducted as a part of a routinely scheduled employee fitness-for-duty medical examination.

    d. Post Accident. Employees who cause or contribute to an accident will be tested.

    e. Follow-up Testing: All employees who have been determined to have used drugs will be subject to unannounced follow-up drug tests. Employees in safety sensitive or special risk positions will not be allowed to work in these positions while being professionally evaluated and/or participating in rehabilitative programs.

    f. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations or as deemed necessary by the City of St. Augustine (i.e. internal application for promotion or transfer to special risk or safety sensitive positions).

4. Disciplinary Action:

    a. In the case of a first time violation of the City's policy, including a confirmed positive drug test result (without evidence of use, sale, possession, distribution, dispensation or purchase of drugs on City premises or while on duty), the employee will be subject to discipline up to and including discharge.
    b. The City may suspend employees without pay under this policy pending the results of a drug test or investigation.

c. Any employee using, selling, purchasing, possessing, distributing or dispensing drugs on duty or on City premises or in a City vehicle will be discharged, except where such activity is written within the scope of employment of a police officer.

d. The City will not discharge or otherwise discipline an employee solely upon the employee's voluntarily seeking treatment for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered a drug rehabilitation program.

5. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City of St. Augustine as a part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the City of St. Augustine will not release such information without a written consent form signed voluntarily by the person tested.

6. A Drug Use Information form which is a confidential report which must be filled out by both job applicants and employees both before and after being drug tested. This form permits individuals to provide the Medical Review Officer (MRO) with a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test. The employee or applicant may consult the MRO for technical information regarding prescription or non-prescription drugs. The information is on Drug Testing/Chain-of-Custody HRS form 1806 or other current form will be provided to you.

7. Prior to testing, the job applicant or employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test. This information is on the Drug Testing/Chain-of-Custody HRS form 1806 or will be provided to you.

8. Attachment "A" is a list of the common medications by brand name and chemical name which may alter or effect a drug test. Attachment "B" is a list of employee assistance programs and local drug and alcohol rehabilitation programs.

9. Any applicant who refuses to submit to the pre-employment drug test shall be ineligible for hire.

10. **Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the City. An injured employee who refuses to submit to a drug test or has a positive confirmation test, in addition to the above consistent with Florida law may, forfeit his/her eligibility for <u>all</u> workers' compensation medical and indemnity benefits. An employee in special risk or safety sensitive positions, including an employee with commercial driver's license whose test is confirmed positive or who refuses to submit to a drug test who is not terminated will not be allowed to operate a City vehicle until that employee has been evaluated by a substance abuse professional or MRO, complied with recommended rehabilitation and has a negative result on a return-to-duty drug test.**

11. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the City will test:

Alcohol (booze, drink, distilled spirits, wine, beer, malt beverage, intoxicating liquor, alcoholic beverage)
Amphetamines (Binhetamine, Desoxyn, Dexedrine)
Barbiturates (Phenobarbital, Tuinal, Amytal)
Benzodiazophines (Ativan, Azene, Klonopin, Dalmane, Diaozepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
Cocaine (coke, blow, nose candy, snow, flake, crack)
Methaqualone
Methodone (Dolophine, Methadose)
Phencyclidine (PCP, angel dust, hog)
Propoxyphene (Darvocet, Darvon N. Dolene)
Opiates (opium, dover's powder, paregoric, parepectolin)

The actual drugs tested will vary based on whether the test is conducted under Federal Regulations or the Florida Drug Free Workplace Act.

12. Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

13. A job applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the MRO or City within 5 working days after written notification of the positive test result. If a job applicant's or an employee's explanation or challenge is unsatisfactory to the MRO, the person may contest the results pursuant to rules adopted by the Department of Labor and Employment Security. The MRO shall report a positive test result back to the City.

14. Within five (5) days after written notification of a positive test result, the employee or job applicant may submit information to the City explaining why the test result does not constitute a violation of City policy; or after notification from the City, may otherwise contest the drug test result pursuant to rules adopted by the Department of Labor and Employment Security.

15. A job applicant or an employee has the responsibility of notifying the drug testing laboratory, through the employer, of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

16. This policy may be the result of collective bargaining between the City and a labor organization. If you are an employee covered by a collective bargaining agreement, you should consult the the Association contract for appeal rights. In addition, there may be appeal rights under City policy, Florida Statutes 440.12 et seq., and to the Public Employees Relations Commission.

17. To ensure that drugs do not enter or affect the workplace, the City of St. Augustine, upon reasonable suspicion, reserves the right to search all personal vehicles, containers, or other employee owned items on City premises in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon the City's request.

18. Failure to consent to search or display for visual inspection, pursuant to Paragraph 17, will be grounds for termination or reason for denial of access to City premises by any others.

19. Searches of employee's personal property, pursuant to Paragraph 17, will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employees involved.

20. The contents of these drug guidelines are presented as statements of the City of St. Augustine's current policy and may be changed and updated by the City consistent with applicable law including Florida Statute 447. These guidelines are not intended to create a contract between the City of St. Augustine and any employee. Nothing in these guidelines binds the City of St. Augustine to a specific or definite period of employment or to any specific policies, procedures, actions, rules or terms and conditions of employment.

21. Employees, as a condition of employment, are required to abide by these guidelines.

22. In the event of a conflict between this Summary and a specific provision of (1) the City’s Drug Free Workplace Policy; (2) federal or state law; or (3) a specific provision of an applicable collective bargaining agreement, the latter will prevail.

The above is a summary of the City of St. Augustine’s Drug Free Workplace Policy. The complete policy is available in the City’s Personnel Division.

AGREEMENT

BETWEEN

CITY OF ST. AUGUSTINE

and the

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

October 1, 2025 through September 30, 2028

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ARTICLE 1

BARGAINING UNIT - DEFINITIONS

Section 1. Bargaining Unit.

The City of Saint Augustine (hereinafter "Employer" or "City") recognizes the Coastal Florida Police Benevolent Association (hereinafter "the Association") as the exclusive bargaining representative for the following unit of members of the Saint Augustine Police Department. All full-time regular sworn police officers employed by the Saint Augustine Police Department in the position of Police Officer, Corporal and Sergeant. Excluded from this unit are all employees above the rank of sergeant.

Section 2. Definitions.

A. Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described. Specials, reserves, provisional and probationary employees while in field training are excluded from the term "employee" hereunder. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

B. Superior Officers - Wherever the term "Superior Officers" is used in this Agreement, it shall mean a member of the permanent police force of the City of St. Augustine of the rank of Commander or higher.

C. The term "Chief of Police" shall mean the Chief or the appointed Acting Chief.

AB DA

ARTICLE 2

THE ASSOCIATION DUES DEDUCTION

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Association will indemnify, defend and hold the Public Employer harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

AP

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

The Association recognizes the right of the City of St. Augustine to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

a. To manage and direct the employees of the City.

b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.

c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.

d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.

e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

f. To determine the number of employees to be employed by the City.

g. To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.

h. The organization of City government.

i. To maintain and improve the efficiency of the operations of the City.

j. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

Section 3

If in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Police Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

ARTICLE 4

EMPLOYEE RIGHTS

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.

2. Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.

3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.

4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

The City will not refuse to meet, negotiate or confirm proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.

ARTICLE 5

DISCIPLINARY ACTION

Section 1

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law.

Section 3

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract. A copy of current Florida Statute §112.532 is attached as Appendix D.

Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any two (2) of the following present:

A. One (1) local representative and a staff representative or,

B. One (1) local representative and an attorney or,

C. One (1) staff representative and an attorney.

If the employee desires to have any combination of the above representatives present or any one of them, the investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the

specific individual will be granted only if the individual requested is available within a reasonable time. What is a "reasonable time" will depend upon the subject matter being investigated.

Section 5

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee's file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee's file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within ~~24 hours~~ four working days.

Section 7

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

Section 8

All material that relates to an investigation that is unfounded shall be marked unfounded.

Section 9

The City agrees to purge all files that relate to internal affairs investigations after all relevant state and federal statues of limitations have expired, and then to the extent permitted by the Public Records Act.

Section 10

A written reprimand shall be marked "no longer effective" after 24 months if the officer has not committed another offense. Suspensions are not affected by this Section and may be used in any subsequent discipline.

Section 11

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 6

ASSOCIATION BUSINESS LEAVE

Section 1. Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than three in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

Section 3. Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

ARTICLE 7

NO STRIKE CLAUSE

Section 1

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine.

Section 2

The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of St. Augustine.

Section 3

Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine and shall refuse to recognize any picket line established in connection therewith.

Section 4

The Association shall at the request of the Employer take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 5

In the event of a strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, if such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer continues for more than twenty-four (24) hours after

notification, if the Association has not publicly disavowed such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, or similar interference with the operations of the Employer and ordered the employees back to work and attempted to bring about a prompt resumption of normal operations, then this Agreement may at the option of the City be declared null and void in its entirety.

Section 6

Nothing contained in this Article will prevent the Employer from exercising any other rights it may have nor deprive the City of filing suit to ~~enjoin~~ **end** the strike. The City retains the right to terminate or otherwise discipline any employee who violates this Article.

ARTICLE 8

STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

Section 3

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

ARTICLE 9

ADHERENCE TO LAW

The Employer and the Association recognize and adhere to all State Labor Laws, and to Civil Service ordinances, rules and regulations, only as they pertain to the City of St. Augustine.

ARTICLE 10

HOURS OF DUTY AND WORK SCHEDULE

Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the ~~seven (7) day~~ fourteen (14) day option/eighty-four (84) hour threshold under the above-referenced section of the Fair Labor Standards Act for **all members of patrol, investigations, training, professional standards, etc., regardless of assignment.**

Section 2

The basic **patrol** schedule shall be a fifty-six (56) day rotation of 12-hour shifts with a fourteen (14) calendar day work period for a total of 336 hours. The normal work week will be a scheduled ~~80~~ 84 hour bi-weekly work period, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

Section 3

Members of the Department shall not be assigned to a particular shift for less than 56 days, nor for more than 56-day periods except in unusual circumstances when the Chief may assign the same officer to one additional consecutive 56-day period.

Section 3 of this article shall not apply to employees (police officers, corporals, and sergeants) assigned to investigations, training, professional standards, or community resources division.

Section 4

The parties agree that the Chief of Police and the bargaining unit may mutually agree to try different work schedules for a 6-month period. At the end of the 6-month period, if both parties are not agreeable to the new schedule, the "fifty-six (56) day shift" will be reinstated.

Section 5

The Employer will notify employees fourteen (14) days in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc.

Section 6

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must check out with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

Section 7

It is recognized that part of a bargaining unit employee's obligation includes performance of certain additional duties during the employee's 12-hour shift. Therefore, up to one-half hour per day (2-1/2 hours per week) may be set aside for the exchange of information, the completion of paperwork at the beginning or end of each shift, and other incidental jobs that must be performed at the beginning or end of the shift.

Section 8

In the event the City determines that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will be given notice of that decision

and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of three (3) meetings held during that fourteen (14) day period. In this regard, the City will first make every effort to maintain hours of work in safety sensitive positions before considering hours reductions in all City Departments.

ARTICLE 11

OVERTIME

Section 1

The City elects to operate under 29 U.S.C. Section 207(k) of the Fair Labor Standards Act by establishing a fourteen (14) calendar day work period. ~~The normal payroll week will begin at 12:01 a.m. Tuesday morning and will continue for 336 hours, which is fourteen (14) calendar days.~~ The normal pay period will be two consecutive pay weeks. The normal work period will be eighty-four ~~(80)~~ (84) scheduled hours during a pay period, ~~exclusive~~ **inclusive** of meal breaks.

Section 2

All work performed in excess of eighty-**four (84)** ~~(80)~~ hours in any one pay period shall be paid for at the rate of one and one-half times the employee's regular rate of pay. It is the intent of the City that each employee takes a 30-minute meal break each day in accordance with Article 10, Section 6.

Section 3

Any police officer required by the City to attend any court, court conference, or other related proceedings, as a witness, or in any other capacity, other than jury duty, for, or on behalf of the City or State, at any time other than during a regular tour of duty, shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay for a minimum of two (2) hours. Compensation received from the court may be retained by the officer in lieu of City compensation. A form attesting to the required attendance must be provided by the employee to the Police Department. Five dollars ($5.00) (or the current Florida statutorily authorized fee) will be deducted from the employee's pay for each day of required court attendance.

Section 4

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-half rate for a minimum of two (2) hours.

Section 5

Any off-duty police officer required to "stand-by" awaiting a call of duty shall be paid for all "stand-by" time at rates provided in Section 1 and Section 2. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

Section 6

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes and paid as provided in Sections 1 and 2. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular work day, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out-of-town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled workday, the employee will be paid for the regular eight (8) hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

If an employee is required to attend mandatory training, which is not for certification purposes and they have not worked the required 84-hours in the pay period as provided in Sections 1 and 2, the employee shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay, if their leave was scheduled and approved more than 30 days prior to the training being scheduled.

Section 7

Time paid for, but not worked, such as sick leave, ~~leave without pay~~ vacation leave, other leave, and military leave shall not be counted in determining overtime.

If an officer is required to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked **84 hours** in the pay period.

ARTICLE 12

WORKING OUT OF CLASSIFICATION

Section 1

Any sworn police officer below the rank of Corporal covered by this Agreement who is required to accept the responsibilities of a Sergeant for twelve (12) consecutive hours or longer, shall be paid a 5% differential on the officer's base salary while serving as a Sergeant.

Section 2

The senior police officer on the shift when a Corporal or a Sergeant is not available will assume the responsibility of the Sergeant unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.

The above will not apply if a Sergeant or superior officer is present.

Section 3

A Corporal assuming the responsibility of the Sergeant for ~~more than an 80 hour period~~ **three or more consecutive shifts** shall be paid a 5% differential on the Corporal's base salary while serving as a Sergeant.

ARTICLE 13

EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or "swap" a shift whenever he is able to secure another employee to work in his place. Said "swap" shall be governed as follows:

1. Such "swaps" or exchanges are made only after prior approval of their respective commander. ~~(Operations, Community Resources, or Administrative Services).~~

2. Such a substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.

3. The officer in charge of the shift in which the substitution takes place ~~be~~ **is** notified one day prior to **it** becoming effective, except in the case of an emergency, **when** the notification may be made on a shorter **timeframe** ~~term~~.

4. Approval of swaps will normally be made if the "swap" is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.

5. Swaps for up to fifty-six (56) days may be allowed if applied for 14 days in advance and approved by the employees' respective commander**(s)**. ~~(Operations, Community Resources, or Administrative Services).~~

6. Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

ARTICLE 14

WAGES

Section 1

A. For the terms of this agreement, full-time bargaining unit employees shall receive the following:

1. For fiscal year 2026, bargaining unit employees will receive a 5% general wage increase effective the pay period the agreement is ratified.

2. For fiscal year 2027, effective the first pay period in October, a general wage increase shall be the same as that given to City employees not in a bargaining unit.

3. For fiscal year 2028, the parties agree to negotiate general wage increase.

B. Full-time, non-probationary employees shall be entitled to merit step increases as set forth in Section 4 of this Article.

Section 2

All bargaining unit employees hired on or after October 1, 2025, will receive the entry-level pay set forth in Appendix A. Upon successful completion of field training, the employee will receive an automatic 2-step increase beginning on the next full pay period. Upon completion of probation, on the first full pay period following the first anniversary date of employment, the employee will automatically receive a three-step increase. ~~On first full pay period following the second anniversary date of employment, the employee will automatically receive an additional two step increase.~~ New employees will not be eligible for the merit step increase on the contract anniversary date until after one (1) full year of employment. All pay increases after the completion of field training and the first ~~and second~~ anniversary date~~s~~ will be based on merit.

An education supplement as hereinafter set forth, will be paid to employees hired on or after October 1, 2019, or for officers attaining advanced degrees as hereinafter set forth:

a)	AA (2 year) degree from accredited college	4 steps
b)	BA/BS (4 year) degree from an accredited college	4 steps (8 steps if AA degree not attained)
c)	MA (or any equivalent advanced degree) from an accredited college	2 steps

The education steps will be added to the employee's pay upon completion of field training. No employee can exceed Step 40. Sergeants will only be eligible for 4 steps for obtaining a BA/BS degree or 2 steps for master's degree. The increase will be effective the first full pay period following submission of a copy of the degree, other verifiable information showing that a degree has been awarded, or all requirements have been met and verified to obtain a degree, but official graduation scheduled at a future date.

An employee promoted to Corporal or Sergeant will be placed into the new pay range based on their base wage without educational steps. Once the employee has been placed into the new pay grade as outlined in Section 7, their educational steps will be reapplied.

Section 4

Prior to October 1st, the City will evaluate each full-time regular non-probationary **Police** Officers in the bargaining units and all ~~employees~~ **Corporals and Sergeants** who have completed at least sixty days in rank of service by August 31st. Officers receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. For October 2025, bargaining unit members receiving a meets expectation or ~~will receive a 1-step merit increase and members receiving an~~ exceeds expectations will receive a 2-step merit increase. For October 2026, bargaining unit members receiving a meets expectation or exceeds expectations will receive a minimum of 1-step merit increase or the average merit increase other City employees receive,

whichever is greater. No pending, incomplete or ongoing investigations shall be used in the evaluation process.

~~Officers promoted with less than sixty days in rank as of August 31st will be evaluated and receive merit step increases as outlined in City policy 7.8.~~

Officers who have reached step 40 or Sergeants who have reached step 30 will receive a lump sum ~~bonus~~ payment per City Policy 8.2.7.

Section 5

No police officer or Corporal, as a result of automatic step increases, merit step increases, or an educational incentive will exceed the rate for Step 40 of the employee's pay grade. No Sergeant as a result of automatic or merit step increases will exceed Step 30 of the Sergeant's pay grade. The pay grade and step summary for officers is attached as Appendix A; the pay grade and step summary for Corporals is attached as Appendix B; the pay grade and step summary for Sergeants is attached as Appendix C.

Section 6

At the expiration of this agreement on September 30, 2027 and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties on or before October 1, 2027, or unless the parties mutually agree in reopener negotiations to extend the contract beyond October 1, 2027.

Section 7

A. If the promoted employee's current salary is above Step 1 of the new pay range, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of

rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or

B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Corporal or Sergeant pay range, as applicable, provided that the minimum of the new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.

Section 8

Officers assigned as Field Training Officers (FTO) will receive ~~$3.00~~ $4.00 per hour for all hours assigned to and working as an FTO, and when attending required meetings of Field Training Officers. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

Section 9

Officers certified as Instructors will receive $4.00 per hour for all hours assigned to and working as an Instructor. Officers shall be assigned Instructor responsibilities at the discretion of the Chief.

Section 10

When recruiting qualified applicants for positions which require state licensure/certification or a professional designation becomes difficult due to the established starting salary for the position, the City Manager may authorize step increases for related, qualified experience. The step increase allowance applied will be one (1) step for every four (4) years of qualifying experience with employment outside of the City of St. Augustine. Qualifying experience means all years in which the individual worked in a position that required, and the individual simultaneously held, the licensure/certification or professional designation.

Section 11

Officers assigned to detective status will receive a one-time 2-step increase added to their base pay while assigned to the Investigation Unit. Officers who remain in the Investigation Unit for 12-months or more will retain the 2-step increase upon leaving the unit but will not be eligible for the increase at later date if reassigned to the unit. Assignment of detectives to shifts will be made by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive.

~~Officers previously assigned to the Investigation Unit for more than 12-months will receive a 2-step increase effective October 2022. Officers or Sergeants who have reached the maximum step in their pay grade will be eligible for an additional one-time 1% annual lump sum payment in coordination with City Policy 8.2.7.~~

Section 12

The City will pay an incentive of $50.00 per month ($25.00 per pay for twenty-four pays per year) for participation on the Special Response Team (SRT), Traffic Homicide Investigations (THI), Meth Team, and ~~Mobile~~ Emergency Response Team ~~Unit~~. Pay will begin the pay period following notification to the Human Resources Department ~~Division~~. Employees must complete an incentive pay form and submit it to Human Resources at least two weeks prior to starting participation or ending participation on a team. The City will have no responsibility for retroactive pay to employees who do not notify Human Resources in a timely fashion, and the City will deduct all overpayments, if notification is not given to Human Resources. The maximum number of employees per team or unit defined above will be 12 for SRT, 6 for THI, 4 for Meth, and ~~6~~ 7 for Mobile Response. Employees will be limited to two teams/unit incentives at a time.

Section 13

Effective October 1, 2025, the City will pay ~~$50.00~~ $100.00 per week for a maximum of ~~three~~ four Officers (two for THI, one Safe Trak and one from investigations), the Public Information Officer, and the Investigation Sergeant or designee assigned to on call duty. Officers will only be eligible for a maximum of ~~$50~~ $100.00 per week regardless of which on call duties they are assigned to.

Section 14

Effective October 1, 2025, the City will pay $300 per quarter or $1,200 per fiscal year in accordance with the City Policy 6.15 Health and Wellness Reimbursement. In addition, Officers may use the allowance provided in City Policy 6.15, towards their monthly cellphone expenses or to purchase cellphones that are used in conjunction with the performance of their duties.

Section 15

For the duration of this agreement the City will waive the requirement for officers to pay for take home vehicles per City Policy 4.12.1 who live within St. Johns County. If a new agreement is not ratified by October 1, 2028, City Policy will be applied to all officers.

ARTICLE 15

WORKING OFF DUTY

Section 1

All officers must receive prior approval before accepting any off-duty assignment or secondary employment; however, decisions are appealable to the Civil Service Board or subject to the grievance procedure.

Section 2

All secondary employment must receive prior approval in writing from the Chief. Except with prior approval of the Chief, no member of the Police Department shall have any other employment or pursue any gainful occupation that requires the officer to work more than eighteen (18) hours on a duty day, including his/her assigned shift. The officer must have a minimum of eight (8) hours non-working rest period in the preceding sixteen (16) hours prior to reporting to work. Any such employment shall in no way conflict with duties under City employment.

Section 3

A sworn police officer can work off duty in uniform under the following conditions:

(A) The off-duty work must be approved in advance by the Chief or his designee. Approval for off duty work will not be unreasonably withheld; provided off duty work as a "bouncer" or in an establishment where liquor is served will normally not be approved.

(B) If the off-duty work requires the use of a police vehicle, the officer will reimburse the City for each hour the police vehicle is used in the possession of the officer per City Policy. The officer must complete a form to be prepared by the City prior to taking the vehicle. The per hour amount will be deducted from the employee's paycheck. Nothing in this paragraph

guarantees that a police vehicle will be available. The officer will use the vehicle assigned by City Policy or the Police Chief or designee.

(C) The hourly rate to be charged any person or organization desiring to contract with a uniformed City officer will be established by the Chief in consultation with the Association; provided that the hourly rate charged such persons or organization for a uniformed City officer will be modified at the request of the Union if the purpose of the request is to compete with the Sheriff's Department or Florida Highway Patrol for available work.

(D) It is agreed that any such work is solely for the benefit of the individual officer and is totally voluntary on the part of the officer. Any off-duty work under this Article will not be considered as time worked for the City and will not be counted as time worked for overtime purposes.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation, or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Commander within ten (10) business days. In grievances involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Commander shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee

within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response ~~to~~ from the Chief is received or due. The City Manager shall respond in writing within ten (10) business days.

Step 4: If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

Section 3

The term "business days" as used in this Article will be days that city is open for business. Any time limits set forth in this Article may be extended by mutual consent.

Section 4

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration, shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

Section 5

Grievances involving discipline may proceed immediately to Step 2

Section 6

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated, and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing, but may use vacation time;

2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing;

3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 7

Except for alleged violations of Articles 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 24, 25, 27, 28 and 32, probationary employees will not have access to the Grievance and Arbitration Procedures of this Article. Specifically, probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge.

Section 8

1. Any employee who has been served a disciplinary suspension may:

   (a) Sign a waiver stating that they are not going to pursue any of their grievance rights. The employee will then serve their suspension as assigned OR

   (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.

2. A disciplinary suspension maybe with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.
3. Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Chief or a Commander. Work performed under Article 15 of this contract is excluded from this provision.

Section 9

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City or the employee shall only be liable for back for a period of three (3) calendar years from the date the City discovers the alleged error or the employee notifies the City in writing of the alleged error.

ARTICLE 17

SENIORITY

Section 1

In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

Section 2

Seniority in the St. Augustine Police Department shall first be determined by rank and then by length of service in rank. *Sergeants and Corporals appointed on the same day shall have their seniority determined by total length of service.* Seniority for Police Officers shall commence from the date of appointment as a regular full-time member of the St. Augustine Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior.

Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

Section 4

Seniority shall be broken by resignation and termination for just cause.

Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

Section 6

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs

as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief.

Section 7

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

Section 8

Seniority will not be observed when the conditions described in Article 12, Working Out of Classification, exist.

ARTICLE 18

UNIFORM ALLOWANCE AND EQUIPMENT

Section 1

The employer will provide uniformed employees with four (4) complete uniforms and all equipment to perform their duties as deemed necessary by the City. This shall include maintenance when not caused by negligence.

a) The employer will provide new employees a holster that will accommodate the weapon the officer is issued.

b) The employer shall repair or replace any employee's personally-owned utility equipment as listed below that is damaged, destroyed or lost in the line of duty when such damage, destruction or loss results from a physical altercation or some other circumstance that is unique to police work. The repair or replacement will be made as soon as reasonably possible based on the following schedule:

(1) Weapons: Actual cost of repair or replacement.

(2) Flashlights and Holsters: Actual cost of repair or replacement, not to exceed the cost of the flashlight or holster provided by the City. This Section does not apply to the lithium battery flashlight purchased by officers at their expense.

(3) Watch: Actual cost of watch damaged, destroyed or lost to a maximum of $35.00.

(4) Prescription Lenses: Actual cost of lenses damaged, destroyed or lost, including contact lenses, plus up to $50.00 for frames when

applicable. This does not include the cost of an eye examination, which is paid by the employee.

(5) Non-Prescription Sunglasses: Actual cost of sunglasses damaged, destroyed or lost not to exceed $15.00. Prescription sunglasses are covered by paragraph 4 above.

(6) The Employer will provide, at its option, lithium flashlight batteries for the flashlights purchased by individual officers or a recharger and a rechargeable battery for each officer who has purchased at his own expense the lithium battery flashlight. No other flashlights other than the current lithium battery flashlights that have been purchased by officers now or during the term of this agreement are covered by this section.

(7) The City will purchase a gear bag for each officer when the officer's current gear bag wears out. The officer must present his current gear bag to his/her supervisor who must agree that the gear bag must be replaced in order to receive a replacement gear bag.

(8) Considering normal wear and tear, employees' shoes/boots will be replaced consistent with current City practice. The damaged shoes must be presented to the Police Chief who must agree that the shoes/boots are to be replaced.

For items other than those listed above, the City, in its sole discretion, may replace personal items damaged, destroyed or lost in the line of duty. The City in it's sole discretion may exceed the aforementioned replacement values on a case-by-case basis. ~~In addition, Officers may use the~~

~~allowance provided in City Policy 6.15, towards their monthly cellphone expenses or to purchase cellphones that are used in conjunction with the performance of their duties. Reimbursement to be submitted quarterly or in no less than $300 increments per policy.~~

Section 2

The Employer will provide a place where uniforms will be cleaned, altered or replaced, when necessary, at no cost to the employee.

Section 3

The employer will provide a Kevlar vest (American Body Armor or equivalent, as determined by Police Chief) for employees. ~~who desire to wear a vest~~. For employees who currently have a vest, the City ~~will not reimburse the employee for the vest but~~ will replace the vest in the future consistent with the manufacturer's recommendation for service life of the vest. ~~If the employee accepts the vest from the City, by accepting the vest, the employee agrees to wear the vest at all times while on duty (City paid time). If at any time while on duty the employee fails to wear the vest, the employee will immediately become liable to the City for the total cost of the vest. In order to be eligible for a vest under this section, the employee must execute a note and a wage assignment form which authorizes the City to deduct from the employee's wages, at the rate of $10.00 per check the total cost of the vest. The wage assignment form and note will become effective and the deduction under the wage assignment form implemented if the employee fails to wear the vest at all times while on duty. Any employee who leaves the City for any reason will return the vest to the City unless the employee has paid the City the full purchase price of the vest, at which time title to the vest will pass to the employee.~~

The current practice of providing vests to and wearing vests by detectives will continue. It is recognized that detectives do not wear the vests at all times while on duty.

Section 4

a) Each non-probationary employee, during his/her first ten (10) years of employment with the City as a police officer, will be permitted to purchase three (3) firearms through the City and may use the payroll deduction plan provided that only one (1) weapon may be on payroll deduction at any one time.

b) After ten (10) years of employment with the City as a police officer, the employee will be permitted to purchase one (1) additional weapon through the City and may use the payroll deduction plan without turning in a weapon.

c) If the City changes requirements or changes policies regarding the type or caliber of weapon that an employee can carry while on duty, any employee who has not previously purchased that firearm through the City, may purchase the required firearm and may use the City payroll deduction plan.

d) Any weapon lost or stolen may be replaced by the employee under this program provided that the employee signs an affidavit explaining the circumstances of the loss or theft of the weapon.

ARTICLE 19

SICK LEAVE

Section 1. Sick Leave Accrual.

Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2025 will be payable sick leave hours.

Regular Work Week in Average Hours	No. of Hrs. Accumulated Per Biweekly Pay Period	Number of Hours Accumulated Per Yr.
40	3.1	80.6

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not again begin to accumulate sick leave until he has returned to full-time duty. Sick leave will be credited to employees' accounts biweekly.

Section 2. Employees Not Eligible for Benefits.

Temporary or part-time employees shall not be entitled to sick leave benefits.

Section 3

Sick leave is an earned privilege which shall be allowed only for the following cause:

a. Personal illness or disability over which the employee has no immediate control.

b. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, step parent, Foster parent, Brother, Sister, step sibling, Wife, Husband, Son, Daughter, step child, Foster child, immediate in laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof. In order to receive sick leave, the employee must be in attendance at the place of illness (i.e., family member lives out of state, employee must be in attendance in the state where the sick relative resides.

c. In the event of the death of a member of the employee's immediate family the employee may use sick leave. Immediate family is defined above. Sick leave because of the death of a member of the employee's immediate family shall not be unreasonably denied. If additional leave is required, accrued vacation leave may be used as urgently needed leave.

d. Legal quarantine because of exposure to contagious disease.

e. Medical, dental or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

Section 4. Sick Leave Not Applicable to Disability Absences.

Sick leave shall not be paid for absences due to a permanent disability either job-related or not job-related. Permanent disability is covered by the City's pension plans, Social Security and, in the event of job-related disability, workers' compensation insurance.

The City reserves the right to require that an employee be examined, as a condition of continued employment, to determine if such employee is permanently disabled by reason of any physical, mental or emotional condition. Examination will be performed by physician(s) selected by the City and the cost of such examination will be borne by the City.

Section 5. Responsibility of Employee Taking Sick Leave.

In order to be granted sick leave with pay, an employee must meet the following conditions:

a. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either his immediate supervisor or if the immediate supervisor is not on duty, notify dispatch of the fact and reason for his/her absence at least one hour prior to scheduled starting time. Failure to notify the supervisor

within the required time may be cause for denial of sick leave with pay.

b. When required by his department head, an employee shall submit a medical certificate from a physician or dentist certifying the employee's absence from work. The Police Chief or his designee shall require a medical certificate for any sick leave in excess of three consecutive ***workdays***. The Police Chief may make an appropriate inquiry into any use of sick leave. If an employee experiences three or more separate sick leave absences in any twenty-eight (28) day period, his department may require the employee to submit a medical certificate certifying such absences before the employee is granted sick leave with pay. A department head may require a medical certificate for any sick leave absence for which he has reason to believe that sick leave privileges may be or have been misused.

Section 6. Misuse of Sick Leave.

An employee claiming sick leave for purposes other than those herein specified shall suffer loss of pay for the time of such misuse of sick leave and shall be subject to disciplinary action up to and including dismissal.

Section 7. Eligibility for Sick Leave.

Sick leave credits shall be accrued during the first three months of employment, but an employee will not be eligible for sick leave benefits until he has completed three (3) months of continuous service.

Section 8. Absences for Periods Less Than Full Work Shift.

Sick leave absences for a fractional part of a full work shift shall be charged to the nearest half hour, except not in an amount less than one quarter (.25) hour.

Section 9. Control of Sick Leave.

The Police Chief is responsible for control of attendance to ensure that absences by employees receiving sick leave pay are for causes covered by this contract and City policy. .

Section 10. Extended Illness or Incapacities.

An employee will only be permitted to use that sick leave credit which has been earned. Special cases involving extended illnesses or incapacities will be referred to the City Manager for appropriate action.

Section 11. Terminating Employees.

The sick leave credits of an employee who leaves the service of the City for any reason, including regular or disability retirement, shall be terminated on the last day that such employee is actively employed by the City, except as indicated in Section 12.

Section 12: Accrued and Payment for Sick Leave

a. Each member will receive 80.6 hours sick leave per year credited at the rate of 3.1 hours per 2-week pay period.

b. Each member will have the option ~~on~~ by March 31st and September 30th of each year of receiving pay (based on hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of payable sick leave, non-payable sick leave and

vacation leave; provided that employees must, after the sell back, retain a minimum of 40 hours payable and/or non-payable sick leave.

c. Each member will have the option ~~on~~ by March 31st and September 30th of each year of converting up to forty (40) hours of payable sick leave to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least eighty (80) hours of sick leave after the conversion.

d. All payable sick leave hours will be paid (based on hourly rate) when a non-probationary employee leaves the employ of the City, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director, Police Chief, or City Manager/designee.

e. Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued sick leave.

f. Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

g. Non-probationary employees who retire at any age with 25 years or more of service, retire at age fifty-two or leave the City's employment who are age 55 and older and qualify for 100% sick leave payout; will be paid this

leave through a Special Pay Plan/401a.

Accrued sick leave payments at retirement under this Article will not be included as salary for pension purposes.

Section 13

The City will permit bargaining unit employees and City employees to donate current payable sick leave hours or vacation leave hours to other bargaining unit employees and City employees under the following conditions:

(A) The recipient has exhausted all of his/her accrued sick leave and vacation leave.

(B) The recipient is on extended leave due to illness or injury with the expectation of returning to work. Extended leave is leave for two (2) calendar weeks or more, unless the Chief determines in his discretion that circumstances warrant an exception to the two-calendar week requirement.

(C) Hours must be donated in four (4) hour increments (4 hours of payable sick leave or 4 hours of vacation leave). Donations are hour for hour, regardless of rank or rate.

(D) The donated hours will be credited to the recipient's non-payable sick leave ~~/vacation leave~~ account. ~~as appropriate.~~

(E) The City will post a notice when donated time is being requested. The notice will state the estimated total amount of leave needed by the recipient. However, if all of the donated hours are not used by the recipient, the unused hours will remain in the recipient's account and will not be re-credited to a donor.

(F) The City assumes no responsibility for the donated time and will not encourage or discourage the donation of time.

(G) The recipient will not accrue any additional vacation leave or sick leave while on leave and being paid from donations of vacation leave or sick leave by fellow employees. ~~Holiday pay will not be paid to an employee using donated sick leave or vacation leave.~~ Employees will not be entitled to receive or accrue any additional benefits as a result of donated time under this Section. Family Medical Leave Act will start as set forth in Article 29, Section 2. Heath care coverage provided by the City will not be extended beyond the requirements of the Family Medical Leave Act as a result of donated time under this program.

ARTICLE 20

VACATION LEAVE

Section 1. Vacation Leave Accrual

Effective the pay period the agreement is ratified and thereafter, ~~October 1, 2022~~, each regular full-time and probationary bargaining unit employee will, based upon continuous months of service, be credited bi-weekly with vacation leave according to the following schedule:

SERVICE MONTHS	BIWEEKLY ACCRUAL	TOTAL ANNUAL VACATION HRS	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY ACCRUAL	MAXIMUM ANNUAL BAL w/ HOLIDAY PAY
0-60	3.2308	84	4.00	7.2308	624
61-72	3.6924	96	4.00	7.6924	624
73-84	4.1538	108	4.00	8.1538	624
85-96	4.6154	120	4.00	12.6154	624
97-108	5.0769	132	4.00	9.0769	624
109-132	5.5384	144	4.00	9.5384	624
133-157	6.0000	156	4.00	10.0000	624
158-181	6.4615	168	4.00	10.4615	624
182-204	6.9231	180	4.00	10.9231	624
205-216	7.3846	192	4.00	11.3846	624
217-228	7.8461	204	4.00	11.8461	624
229 +	8.3076	216	4.00	12.3076	624
~~SERVICE MONTHS~~	~~BIWEEKLY ACCRUAL~~	~~TOTAL ANNUAL VACATION HRS~~	~~HOLIDAY BIWEEKLY ACCRUAL~~	~~TOTAL BIWEEKLY ACCRUAL~~	~~MAXIMUM ANNUAL BAL w/ HOLIDAY PAY~~
~~0-60~~	~~3.0770~~	~~80~~	~~4.00~~	~~7.0770~~	~~584~~
~~61-72~~	~~3.3847~~	~~88~~	~~4.00~~	~~7.3847~~	~~592~~
~~73-84~~	~~3.6924~~	~~96~~	~~4.00~~	~~7.6923~~	~~600~~
~~85-96~~	~~4.0000~~	~~104~~	~~4.00~~	~~8.00~~	~~608~~
~~97-108~~	~~4.3077~~	~~112~~	~~4.00~~	~~8.3077~~	~~616~~
~~109-132~~	~~4.6154~~	~~120~~	~~4.00~~	~~8.6154~~	~~624~~
~~133-157~~	~~4.9231~~	~~128~~	~~4.00~~	~~8.9231~~	~~632~~

~~158-181~~	~~5.2308~~	~~136~~	~~4.00~~	~~9.2308~~	~~640~~
~~182-204~~	~~5.5385~~	~~144~~	~~4.00~~	~~9.5385~~	~~648~~
~~205-216~~	~~5.8462~~	~~152~~	~~4.00~~	~~9.8462~~	~~656~~
~~217-228~~	~~6.1539~~	~~160~~	~~4.00~~	~~10.1538~~	~~664~~
~~229+~~	~~6.4615~~	~~168~~	~~4.00~~	~~10.4615~~	~~664~~

Unused vacation leave may be accumulated to a maximum of six hundred twenty-four hours. ~~five hundred and four hours plus the annual vacation leave accrued for the employee's completed years of service~~.

An employee on leave without pay for up to **seven** (7) consecutive days continues to accrue vacation time. Any employee on leave without pay for **eight** (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) days of such absence. Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first six months of employment, but an employee will not be eligible for vacation leave benefits until he/she has completed ~~six~~ three months of continuous employment and field training.

Section 2. **Eligibility for Vacation Leave.**

An employee, who has completed three months of service and field training, shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account, as indicated on their most recent paycheck stub or timecard, or once in place, the time and attendance system except at such time when a department's workload makes it impractical for such vacation leave to be granted.

Section 3. **Scheduling of Vacation Leave.**

Whenever possible, employees will be granted vacation leave at the time they desire. However, the Police Chief has the right to schedule all vacation leave. When scheduling vacation leave, consideration shall be given to longevity of service.

Section 4. Ineligible Employees.

Part-time or temporary employees are not eligible for vacation leave.

Section 5. Terminating Employees.

Any non-probationary employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of six hundred fifty-six **(624)** hours, ~~(496 maximum accrual on day prior to anniversary date plus 160 hours credited on first payroll date following the anniversary date)~~, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director or City Manager/designee.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

The City will review any terminating probationary employee's record and pay them only holiday pay, provided, however, the City shall reduce the holiday pay owed by any vacation time taken by the employee during probation.

Non-probationary employees who retire at any age with 25 years or more of service, retire at age fifty-two, or leave the City's employment who are age 55 and older and qualify for 100% vacation leave payout; will be paid this leave through a Special Pay Plan/401a. ~~If the employee retires from the City, payment under this Section will be made on the employee's last check~~.

Accrued vacation leave payments at retirement under this Article will not be included as salary for pension purposes. The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

Section 6. Full Hours to be Charged.

Vacation leave shall be charged to employees' accounts in increments of one quarter (.25) hour.

Section 7. Granting of Vacation Time.

All vacations shall be granted as to time and manner according to the practice presently in effect with the department as long as in the opinion of the Chief, such practice will cause the least interference with the performance of the regular work of the police force.

ARTICLE 21

HOLIDAY LEAVE

Section 1

City shall provide holiday leave benefits which provides for thirteen (13) holidays at 8 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 4.0 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, as outlined in Article 20, Section 5.

The City observed holidays are:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
Presidents Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

ARTICLE 22

EDUCATIONAL REIMBURSEMENT/RETRAINING

Section 1

The City agrees to encourage continued education in the field of police work. For full-time, non-probationary employees, the City will reimburse tuition and fifty (50) percent of book expense to an officer, upon completion of the course work as hereinafter set forth under the following conditions:

(a) Courses taken at a community college or university by employees working on an AA, AS, BA, or BS, in criminal justice, criminology, police science or otherwise approved and related degree consistent with the parameters set forth in Article 14, Wages. It is recognized that some courses will not be directly related to the major but may be required as part of the degree program.

(b) Criminal justice, criminology, or police science courses, even though the employee may not be working toward a criminal degree.

(c) Any course work or degree other than that listed in (a) or (b) above will be reimbursed at the sole discretion of the City only if the prior permission of the City Manager or his designee is obtained before enrolling in the course.

(d) In order to qualify for reimbursement, the employee must receive a "C" or better when working on an AA, AS, BA or BS degree. If the employee is not working on a degree, the employee must receive a "B" or better to be entitled to reimbursement.

(e) Reimbursement will be limited to the actual cost of tuition and fifty percent (50%) of the cost of required books (employee keeps the books) upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above. Tuition for community

college courses shall be limited to the tuition charged by St. Johns River State College; tuition for university courses shall be limited to the tuition charged by the University of North Florida. If the employee chooses to go to an accredited institution other than a community college or a state university, the City's tuition reimbursement responsibility will be limited to the tuition charged by St. Johns River State College or the University of North Florida.

(f) Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The City's sole responsibility under this Article is the payment of tuition and book expenses as provided herein. Any employee receiving a scholarship or grant for education is not eligible for this Program, **unless the amount received is less than the cost of tuition, which will be reviewed on a case-by-case basis.** Such scholarships and grants include (but are not limited to) G. I. benefits, Social Security benefits and tuition waivers. ~~Persons~~ **Employees** receiving bona fide educational loans are eligible for reimbursement.

(g) An employee may take up to two courses or eight hours per semester.

(h) If an employee who has received tuition reimbursement and/or book expenses under this Section leaves the employment of the City of St. Augustine, whether voluntarily or involuntarily, the employee shall be required to reimburse the City for all tuition and book expense paid by the City within the two-year period immediately preceding the employee's termination from the City. The employee will sign an agreement relating to reimbursement of the City under this paragraph at the time the employee receives payment from the City for tuition and book expenses.

Section 2

It is the officer's responsibility to obtain mandatory retraining. The City will supply the Union with the Criminal Justice Standards and Training Commission Report that is supplied to the City by the Commission, which shows the compliance date for mandatory retraining. When an employee attends a course that can count for mandatory retraining or career development, it is the employee's option on how the course is to be counted.

Section 3

The City reserves the ultimate right to limit or discontinue this program based on fiscal impact to the City's budget by advising the Association of its decision without further bargaining. The City will honor reimbursements approved prior to any such action.

ARTICLE 23

WORKERS' COMPENSATION

Section 1

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. If an employee is working off duty as permitted by Article 15, the officer will be covered by this Section only if the injury occurs while performing a function which the employee must be a certified police officer to perform, *i.e.*, effecting an arrest. During the first week (7 calendar days), the employee will receive his/her normal City paycheck. For the second through the thirteen weeks of any compensable disability, such employee shall receive eighty-five percent (85%) of his/her normal pay. The purpose and intent of this eighty-five percent (85%) payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. For the purpose of this Section, the normal pay will be the amount of salary excluding overtime the employee was receiving immediately prior to his injury. In order to qualify for these benefits, the employee must endorse all of his/her workers' compensation checks over to the City. It is the employee's option to choose between the workers' compensation check or the City check; however, once an option is selected, that option will continue for the remainder of the thirteen (13) weeks during which the employee could receive the eight-five percent (85%) payment by the City. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks within the two (2) year period

following the date of such injury or has been medically determined to be of a nature which prevents return to duty of the employee's eighty-five percent (85%) of normal pay shall be terminated at the end of said fourteen (14) week period or date of medical determination that such employee will be unable to return to duty within said period and the employee will retain his workers' compensation checks. The City may, at its option, provide extensions beyond the fourteen (14) week period limitations as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period or upon a medical determination of a nature which prevents the return to duty, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his/her entitlement to pension rights and other benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 1 of this Article. During leave under ~~this~~ Section 1, the City will continue to provide group insurance coverage at City cost to the same extent provided to other bargaining unit employees and the employee will continue to accrue sick leave and vacation leave.

Section 2

After the first fourteen (14) weeks of disability, if an employee receiving temporary total or temporary partial weekly indemnity benefits desires to supplement workers' compensation up to the eighty-five (85%) percent level in Section 1 above with accrued but unused sick leave or vacation leave, he/she may do so by advising the City's Human Resources Department and continuing to deposit his/her workers' compensation check with the City's Finance Department and the employee's paycheck as defined in Section 1 will continue to be issued. The employee's sick leave account and then vacation leave account will be charged up to the supplement amount

which is the difference between the statutorily established workers' compensation and eighty-five (85%) percent of the employee's normal pay. The number of hours charged to the employee's leave account(s) will be calculated by dividing the supplement amount by the employee's hourly wage. The employee may use less than the calculated hours but not more.

While the employee is receiving 85% compensation under Section 2, the City will continue to provide group insurance coverage at City cost to the extent provided for other bargaining unit employees, but the employee will not accrue vacation leave or sick leave.

Section 3

The City may require an employee who is disabled on duty and therefore eligible to receive workers' compensation under Sections 1 and 2 above to perform any other available work within the City, provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such assignments will result in the employee forfeiting all statutory and contractual workers' compensation benefits under this Article. The City may require a second medical opinion at its cost. If the medical opinions disagree as to the ability of the employee to perform the available work, a third medical opinion at the City's cost may be obtained, which will be binding. The third doctor will be selected by the employee's doctor and doctor designated by the City.

The employee will continue at his regular rate while performing such assigned work during the sixteen (16) week period following the date of injury as described in Section 1 above. After the sixteen (16) week period within the two (2) year period as described in Section 1 above, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker

compensation temporary partial wage loss benefits. The City retains the right to end such temporary assignments at any time or to offer the employee another regular, full-time position with the City.

Section 4

The Association and the bargaining unit recognize that the pay protection for those injured on the job is a valuable benefit not universally available to all City employees. The Association, the bargaining unit and the City will work together to ensure that there is no abuse of Workers' Compensation.

ARTICLE 24

SAFETY AND HEALTH

Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to live up to this responsibility.

Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in ~~a~~ disciplinary action.

Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

Section 4

Employees who work at jobs or in areas deemed by the City Office of Assistant City Manager to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be provided by the City. When such equipment has been prescribed by the Assistant City Manager, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

~~*Section 5*~~

~~This Article will not be used as a guideline for manning levels.~~

ARTICLE 25

MEDICAL COVERAGE

Section 1

The health, dental and vision insurance plans as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's health, dental, and vision insurance for the duration of this Agreement.

Section 2

Prior to making any changes including but not limited to any change in the insurance carrier(s), or any significant change in the nature or scope of coverage, amount of coverage, or cost of coverage, the City agrees to include up to three bargaining unit members on an insurance committee to review the proposals prior to a decision being made. However, the City reserves the ultimate right to make any changes in the coverage and cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

Section 3

~~Effective October 1, 2025, the City shall provide participate in the UBC HealthCare Trust Fund for medical, vision, and dental benefits for all regular, full-time employees. The City will pay for each employee's medical, vision, and dental benefits at 100% for the duration of this Agreement. The employee will pay for dependent coverage, provided that the City will contribute 80% and the employee will contribute 20% toward dependent coverage for the fiscal year 2022-2023.~~

~~The extent of the City's obligations under this Article shall be limited to the payment of the contributions established by the City. Covered employees shall be entitled to benefits only in accordance with and governed by the conditions of the plan of benefits established by the Trust Fund. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.~~

~~Participation in the UBC HealthCare Trust Fund is subject to annual renewal after reviewing the claims experience and renewal rates. Therefore, after reviewing renewal rates and/or prior to September 30th each contract year, the City reserves the ultimate right to make any changes including but not limited to continued participation in the UBC HealthCare Trust Fund or change to fully insured insurance carrier(s) nature, scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.~~

~~Section 2~~

~~Should the City terminate participation in the UBC Trust Fund for any of the remaining years of this contract, the health insurance plan as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's Group Health Insurance for the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. The employee will pay for dependent coverage; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may at its option decrease or cease such contributions in the future by advising the Association of its decision without further bargaining.~~

~~Section 3~~

~~In addition, should the City terminate participation in the UBC Trust Fund for any of the remaining years of this contract, the City will provide dental coverage of its choice to regular, full-time employees only at the City's cost provided however, that the City reserves the ultimate right to make any changes including but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any and all elected dependent dental coverage.~~

ARTICLE 26

BULLETIN BOARD AND ASSOCIATION BUSINESS

Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of political or controversial nature.

All notices shall be signed by an officer of the Association.

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of controversial nature, the Association agrees to rewrite it in such a way that it would not be of controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the St. Augustine Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its use by the Association will be limited by other needs.

ARTICLE 27

COUNSELING

Section 1

Whenever any St. Augustine police officer is directly involved in a shooting incident (*i.e.*, the officer is doing the shooting or being shot at), the officer will be placed on "administrative leave" by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the "aftermath" of the incident. This service will be paid for by the City.

Section 3

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

ARTICLE 28

LEAVE OF ABSENCE

Section 1

Subject to Article 9, with the written approval of the City Manager, an employee may be granted leave of absence without pay for a specified period not to exceed one year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence.

In such event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

Section 2

The employee's and the City's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12-month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, workers compensation leave, vacation leave, or any other leave whether paid or unpaid, during which employee medical insurance benefits are provided by the City at City expense.

Section 3

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statues, the Uniformed Services employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 (FMLA) and as Amended by Section 585 of the National Defense Authorization Act.

ARTICLE 29

VACANCIES - PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with **Civil Service and** City Personnel Regulations.

For the purposes of this Article, "undue unreasonable delay" will mean not more than ~~six (6)~~ **three (3)** months **when the City is notified of the vacancy at least two (2) months in advance and no more than four (4) months when advance notice is not given**.

ARTICLE 30

ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE

In the event of a City reduction in workforce of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay.

ARTICLE 31

PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other terms and conditions of employment that are mandatory subjects of bargaining, currently in effect known to and approved by the City Administration and City Commission shall remain in effect under conditions upon which they have previously been granted, unless changed as hereinafter provided.

In order to change or eliminate any prevailing right as described above, the City will notify the Association of the proposed change and upon request of the Association, negotiate over the change. If the parties are unable to reach agreement, the change will not be made until the City has met the minimum requirements then in existence under the Public Employees Relations Act for bargaining over such changes.

Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The City will provide the Association with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 32

SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within 15 days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 33

DURATION

Section 1

This Agreement will be in full force and effect from October 1, 2025, or the date of ratification, whichever is later, through September 30, 2028, provided, however that for the fiscal year 2027-2028 the parties agree to re-open negotiations on Article 14, Wages and one other articles each. The parties will notify each other by the close of business on April 1st of fiscal year 2027-2028, which articles will be subject to negotiations.

Section 2

Either party may notify the other in writing between March 1, 2028, and June 1, 2028, of its desire to modify or terminate the Agreement effective September 30, 2028. If notice is not given by June 1, 2028, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by June 1st of a succeeding year.

CITY OF ST. AUGUSTINE

By:_____
David Birchim
City Manager

DATE:_____

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

By:_____
Greg Forhan
Legal Representative

DATE: 11/19/25

Subject to ratification by the City of St. Augustine Commission.

Attest:

_____
Darlene Galambos
City Clerk

Ratified by the City Commission:

_____
Date

APPENDIX A

POLICE OFFICER

(salary based on 2184 hours)

1	$64,323.17
2	$64,966.40
3	$65,616.06
4	$66,272.22
5	$66,934.95
6	$67,604.30
7	$68,280.34
8	$68,963.14
9	$69,652.77
10	$70,349.30
11	$71,052.79
12	$71,763.32
13	$72,480.96
14	$73,205.77
15	$73,937.82
16	$74,677.20
17	$75,423.97
18	$76,178.21
19	$76,940.00
20	$77,709.39
21	$78,486.49
22	$79,271.35
23	$80,064.07
24	$80,864.71
25	$81,673.36
26	$82,490.09
27	$83,314.99
28	$84,148.14
29	$84,989.62
30	$85,839.52
31	$86,697.91
32	$87,564.89
33	$88,440.54
34	$89,324.95
35	$90,218.20
36	$91,120.38
37	$92,031.58
38	$92,951.90
39	$93,881.42
40	$94,820.23

APPENDIX B

CORPORALS

(salary based on 2184 hours)

1	$67,680.13
2	$68,356.93
3	$69,040.50
4	$69,730.90
5	$70,428.21
6	$71,132.50
7	$71,843.82
8	$72,562.26
9	$73,287.88
10	$74,020.76
11	$74,760.97
12	$75,508.58
13	$76,263.66
14	$77,026.30
15	$77,796.56
16	$78,574.53
17	$79,360.27
18	$80,153.88
19	$80,955.42
20	$81,764.97
21	$82,582.62
22	$83,408.45
23	$84,242.53
24	$85,084.96
25	$85,935.80
26	$86,795.16
27	$87,663.11
28	$88,539.75
29	$89,425.14
30	$90,319.39
31	$91,222.59
32	$92,134.81
33	$93,056.16
34	$93,986.72
35	$94,926.59
36	$95,875.86
37	$96,834.62
38	$97,802.96
39	$98,780.99
40	$99,768.80

APPENDIX C

SERGEANTS

(salary based on 2184 hours)

1	$84,353.76
2	$85,197.29
3	$86,049.27
4	$86,909.76
5	$87,778.86
6	$88,656.65
7	$89,543.21
8	$90,438.64
9	$91,343.03
10	$92,256.46
11	$93,179.03
12	$94,110.82
13	$95,051.92
14	$96,002.44
15	$96,962.47
16	$97,932.09
17	$98,911.41
18	$99,900.53
19	$100,899.53
20	$101,908.53
21	$102,927.61
22	$103,956.89
23	$104,996.46
24	$106,046.42
25	$107,106.89
26	$108,177.96
27	$109,259.74
28	$110,352.33
29	$111,455.86
30	$112,570.42

APPENDIX D

Police Officers Bill of Rights, Florida Statutes § 112.532 (1990).

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: November 21, 2025

RE: **ANNUAL STATUS REPORT – CITY ATTORNEY'S OFFICE**

Please find enclosed the following documents reflecting the year-in-review:

1. Public Meetings Attendance Chart
2. Work Log Drafting & Review Chart
3. In-House Counsel Litigation and Appeals Chart
4. Cases Aided by Outside Counsel Chart
5. City Ordinance Violation Disposition Chart
6. Ordinance & Resolution Chart
7. Staff & New Board Member Training Chart
8. Legislative Bill Tracking Chart
9. Proposed Budget Changes Chart – FY 2025-26
10. Attorney Services Provided by Douglas Law Firm

Administrative:

The City Attorney's office currently consists of one City Attorney with twenty-nine (29) years of experience and one Assistant City Attorney with twelve (12) years of experience, but new to city government. The Assistant City Attorney has been on leave since August, and in her absence the City Attorney has contracted with the Douglas Law Firm locally to assist with coverage, sick days, etc. The office is supported by an administrative assistant/paralegal who also provides reciprocal lunch and vacation coverage to the City Manager's administrative assistant.

The office physically consists of three separate offices, with overflow filing capacity at the City Manager's office, and printing capacity at a communal printer in a separate room. The preliminary budget submitted to Administration for fiscal year 2024-25 is $641,579. This includes salaries and benefits, professional membership dues, continuing education and training, office supplies, copying, and fees for the overhaul of the City's pension regulations for police and general employees, real estate appraiser costs, title company searches, court reporting costs, legal research software, and books.

Overview:

The City Attorney's office provides general counsel services to the City Commission and all of the City's boards and committees; the CRA, HARB, PZB, Special Magistrate, as well as, issue specific committees as appointed. The range of services includes attending public meetings, drafting resolutions and ordinances, reviewing upcoming agenda items, training staff and boards on Government in the Sunshine, Public Records and Ethics, assisting staff in answering board member or citizen questions, and advising staff on issues ranging from land use to life safety codes. In addition, the City Attorney by Charter advises officials on issues relating to their official duties, which can include requesting formal and informal opinions from the Commission on Ethics or the Attorney General's office. Public meetings comprised **261.75 hours of attorney time** from October 2024 – September 2025, with an additional **20 hours of new board member and staff public records training.**

Legislative Review:

The City Attorney keeps abreast of changes in the law or proposed legislation that may impact the City. This past legislative session was active in terms of sponsored bills that could have impacted the City. Our office tracked **138 bills** from initial filing through enactment or setting aside. We assist the City's legislative consultants on both text and strategy, as needed.

The City Attorney undertook drafting a legislative amendment to Chapter 162 (SB 582, 2025-87), providing for enhanced fines for the illegal demolition of historic structures. The bill allows a special magistrate to assess a fine up to 20% of the property appraiser market value of the property. Bill sponsors Senator Leek and Representative Greco successfully presented the bill and it was enacted into law effective July 1, 2025.

After the Session concluded, we briefed department directors and strategized any necessary amendments to City regulations. This past year we wrote/reviewed **81 resolutions and ordinances**.

Special Projects:

As part of our staff support to City departments, we review annually the legally available revenue sources from tax levies and other sources in conjunction with the Director of Budget & Performance Management/Assistant City Manager and the Finance Director.

Contracts, Agreements, Bonds, Leases:

Contract and procurement review is provided by our office, as are traditional and submerged land leases. Most standard contracts, including letter agreements, leases, license agreements, bailments and object loan agreements utilize standardized templates created and revised episodically by the City Attorney's office, and modified based on specific project needs. Additional contract and bid review is required when the City piggybacks on other agency contracts, and occasionally vendors insist on their specific contract forms which requires more revisions and legal review. All bonds, contracts, and instruments, per Charter, must be reviewed and endorsed by the City Attorney. The City Attorney's office reviewed **751 documents** this past year.

In-House Litigation:

The City Attorney's office also provides the defense to Petitions for Writ of Certiorari (appeals of zoning or permit denials) from the local circuit court through to all appeals. Historically, this office did not defend this type of litigation, but outsourced it. Since 2011, we have kept this type of work in-house with the City Attorney. We have also kept other types of litigation in-house, including mandamus actions, maritime liens, as well as, the defense of all code enforcement orders through the statutory hearing process before a special magistrate, known as §70.51 hearings.

We prosecute both criminal and civil code violations, which includes discovery, motion practice, hearings and ultimately trial. Included with this report is a chart of dispositions showing **112 criminal cases** prosecuted by our office from October 2024 – September 2025. Typical criminal code enforcement cases involve drinking in public, camping in public, or urinating in public in violation of City ordinances. Cases that involved more intensive work are highlighted in the in-house litigation chart. In addition to criminal code enforcement, this office also enforces through the court system, civil citations. These range from skateboard and leash law violations that are not administratively paid within the first thirty (30) days, to more complex mooring field and noise violations that raise constitutional and procedural claims. This office also prosecutes small claims cases on occasion and defends the City's interests as a creditor in foreclosures and bankruptcies, as well as prosecuting civil forfeiture cases and responding to garnishment proceedings.

The City Attorney's office continues to work with the Circuit Court's Veterans Treatment Court Coordinator, the Veterans Administration, and the St. Augustine Police Department's

Community Outreach officers to identify potential candidates among the City's criminal defendants for assistance from the VA or other rehabilitation centers.

In addition to purely litigation matters, the City Attorney's office also responds to inquiries by the Justice Department, Labor Department, and local citizens on issues ranging from handicap accessibility to wage and hour issues involving our contractors, as well as complaints pursuant to the City's Human Rights Ordinance.

Outside Counsel:

The City Attorney by Charter is authorized to retain outside counsel to assist in the legal representation of the City. Some recurring outside counsel costs include labor law, but others are individualized case-by-case assistance on specialty issues such as eminent domain and environmental law. Although outside counsel is retained, the City Attorney's office provides research, review, and revision support.

The City has hired a special magistrate to oversee Code Enforcement matters. The City must also pay for a special criminal defense attorney for indigent defendants in criminal citation prosecutions, as required by law. Most cases are presented and prosecuted by the Building Official and code enforcement officers directly, but occasionally an attorney must be hired to advise staff in its prosecution of a particularly involved or difficult case. With the enactment of the Short-Term Rental ordinances, the City has also authorized the use of a Special Magistrate to hear violations of those regulations. When a property owner makes a claim to the statutory alternative dispute resolution process (§70.51), such as when appealing a Code Enforcement order, a special magistrate will also be utilized.

Litigation that is not covered by our insurer, such as contract disputes or complex real estate/land development litigation, is billed to outside firms. These cases tend to be document and discovery intensive. This type of intensive litigation requires dedicated paralegal and associate support staff, as well as, litigation software to track discovery that our office does not possess. Although the assistance of outside counsel relieves the workload of the two (2) attorneys in the City Attorney's office, nonetheless, outside counsel rely on our institutional knowledge and we are intrinsically involved in assisting their work, especially when reviewing discovery requests and coordinating the sometimes very extensive responses necessary from our dozen City departments. In addition, our office coordinates with the outside attorneys on all pre-litigation claims, most of which consist of slip and fall personal injury, including research and analysis regarding the City's historic ownership, maintenance, and control of right-of-way.

The City Attorney has been working with Romano Law Group on the ongoing opioid class action lawsuits. The City is projected to receive payments of more than $200,000, paid in either lump sums or over the course of several years from multiple defendants including Janssen Pharmaceuticals, Teva Pharmaceuticals, Allergan, CVS, Walgreens, and Walmart.

In addition, the City Attorney has been working together with Michael Cavendish of Cavendish Partners, P.A. on eminent domain litigation regarding the City's Lake Maria Sanchez project.

Conclusion:

I hope that this brief report gave you a meaningful review of our duties and operations. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular case, please let me know.

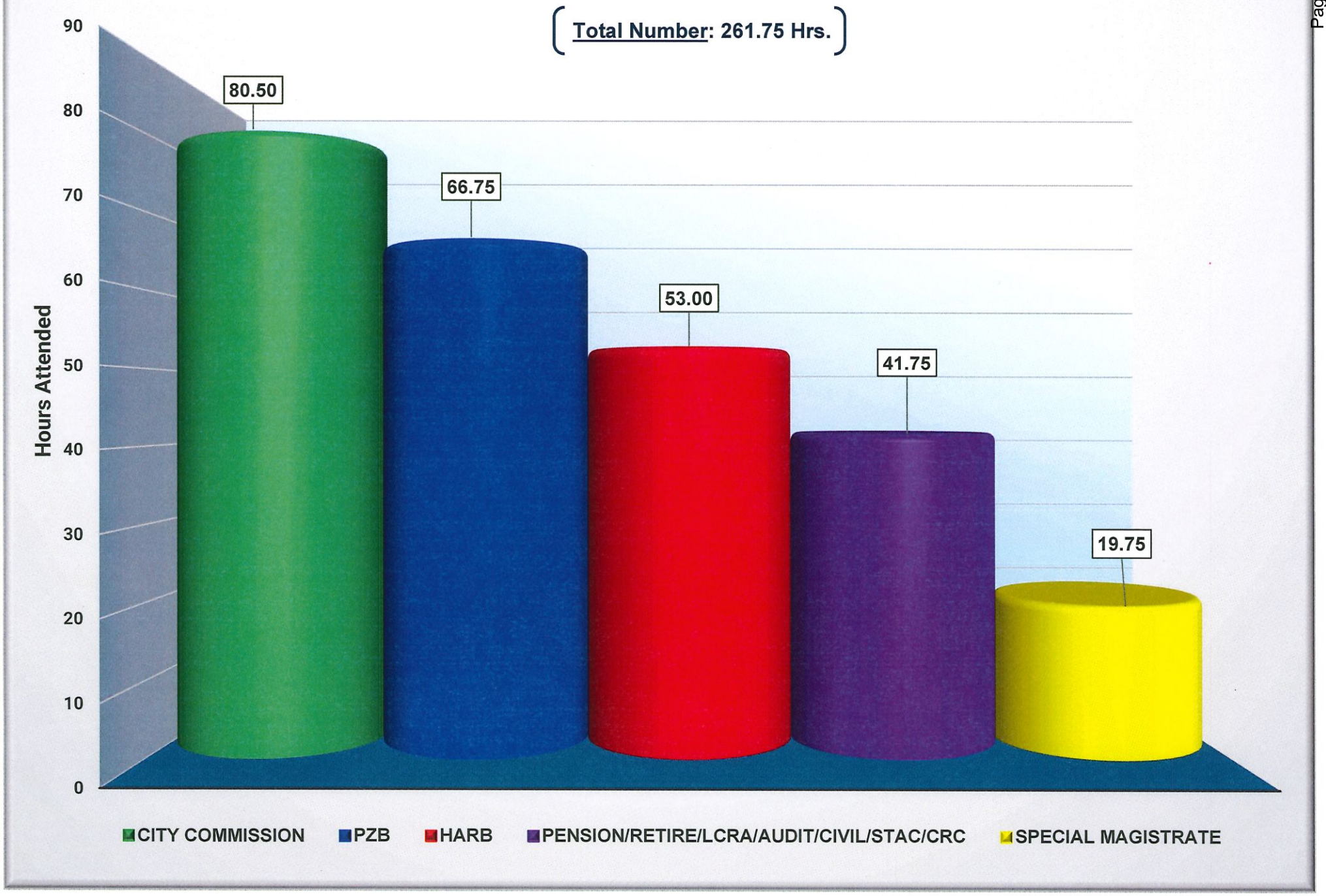
I have asked the City Manager to place this annual status report on the consent agenda for the December 8, 2025 City Commission meeting.

Sincerely,

Isabelle C. Lopez
City Attorney

Attachments

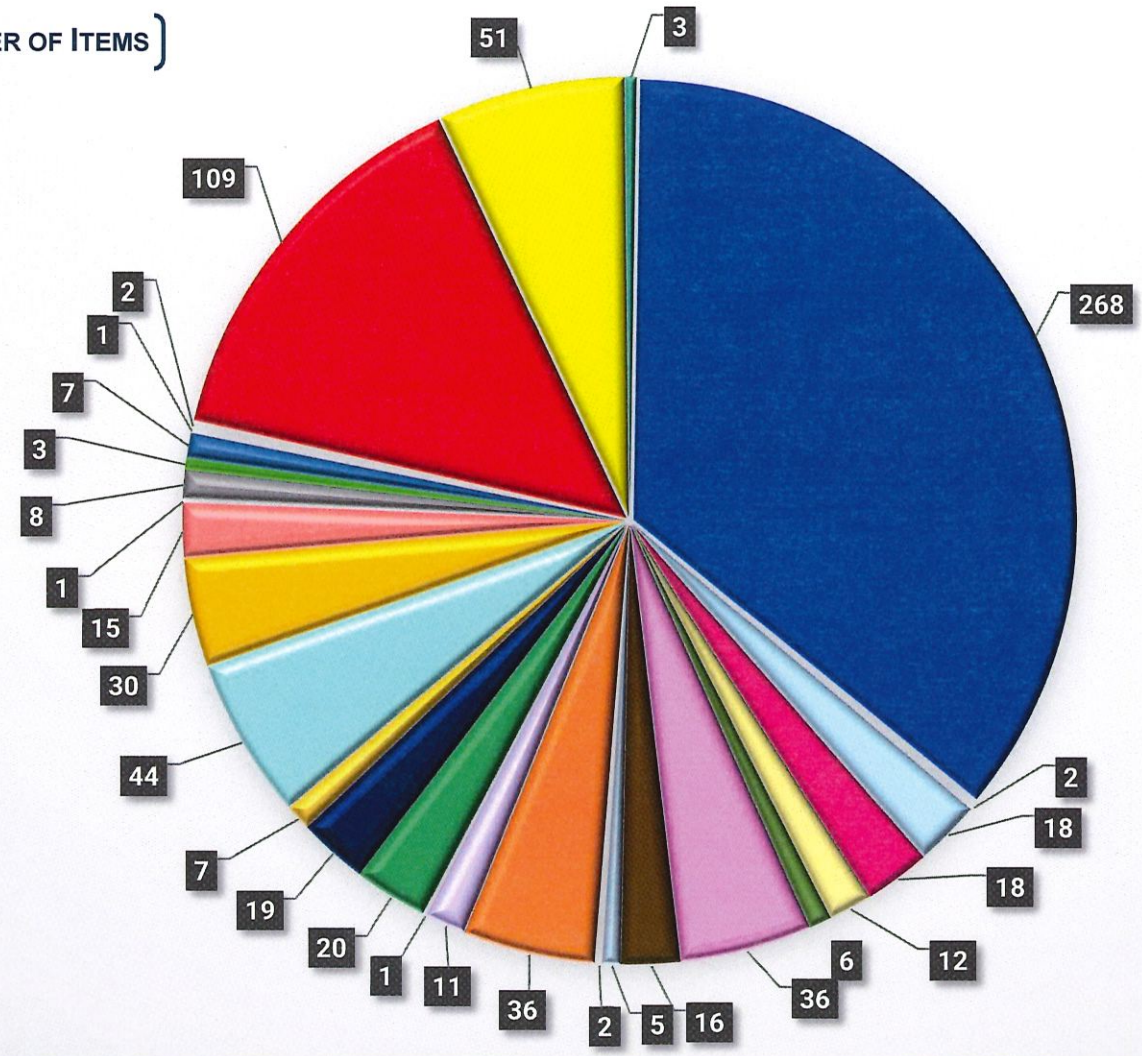
PUBLIC MEETINGS ATTENDANCE: FY 2024-2025



WORK LOG DRAFTING & REVIEW: FY 2024-2025

[BY NUMBER OF ITEMS]

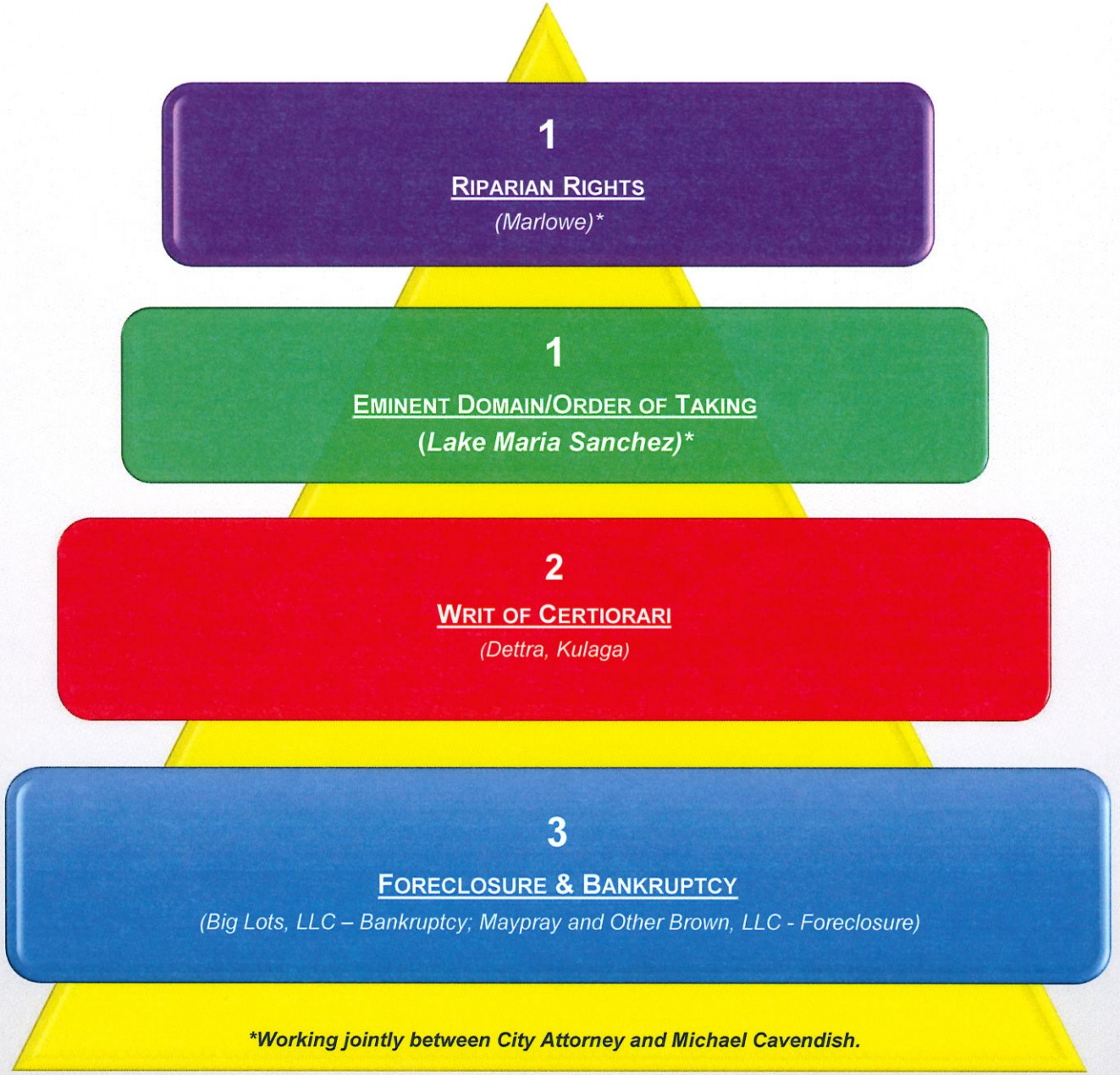
[TOTAL: 751 ITEMS]



- Agreement - 268
- Application - 2
- Bill of Sale - 18
- Contract - 18
- Correspondence - 12
- Deed - 6
- Easement - 36
- Form - 16
- Franchise - 5
- Interlocal Agreement - 2
- Lease - 36
- License - 11
- Lien - 1
- Lien Release - 20
- Maintenance Bond - 19
- Memorandum of Understanding - 7
- Order - 44
- Ordinance - 30
- Performance Bond - 15
- Personal Guaranty - 1
- Plat - 8
- Pleading - 3
- Policy - 7
- PUD - 1
- Report - 2
- Research - 109
- Resolution - 51
- Submerged Lands Lease - 3

IN-HOUSE COUNSEL – LITIGATION & APPEALS: FY 2024-2025

[By Number of Cases] [Total: 7 Cases]



*Working jointly between City Attorney and Michael Cavendish.

CASES AIDED BY OUTSIDE COUNSEL: FY 2024-2025

[By Number of Cases] [Total: 104 Cases]

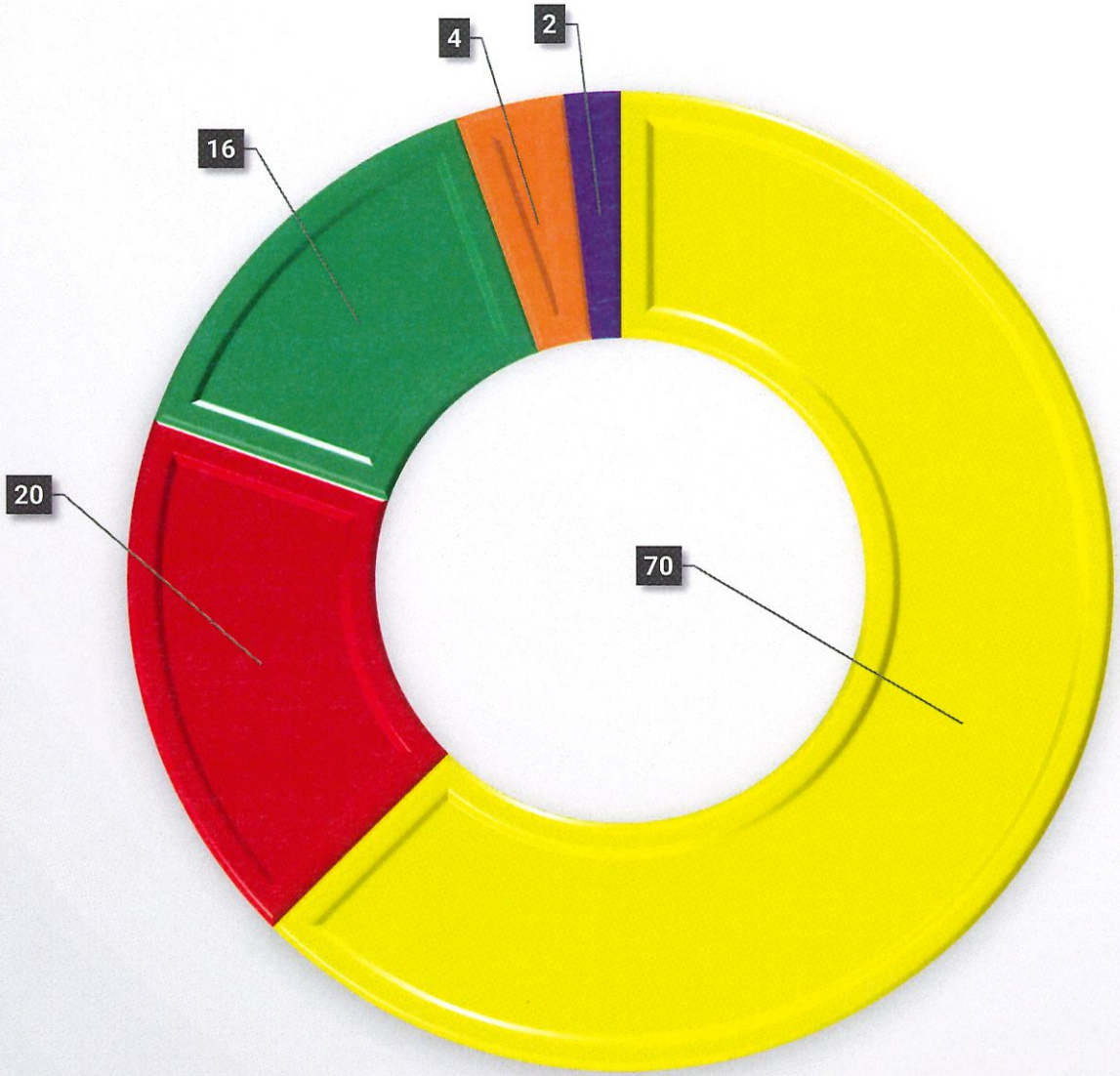


*Working jointly between City Attorney and Michael Cavendish.

CITY ORDINANCE VIOLATIONS: FY 2024-2025

(By Number of Cases)

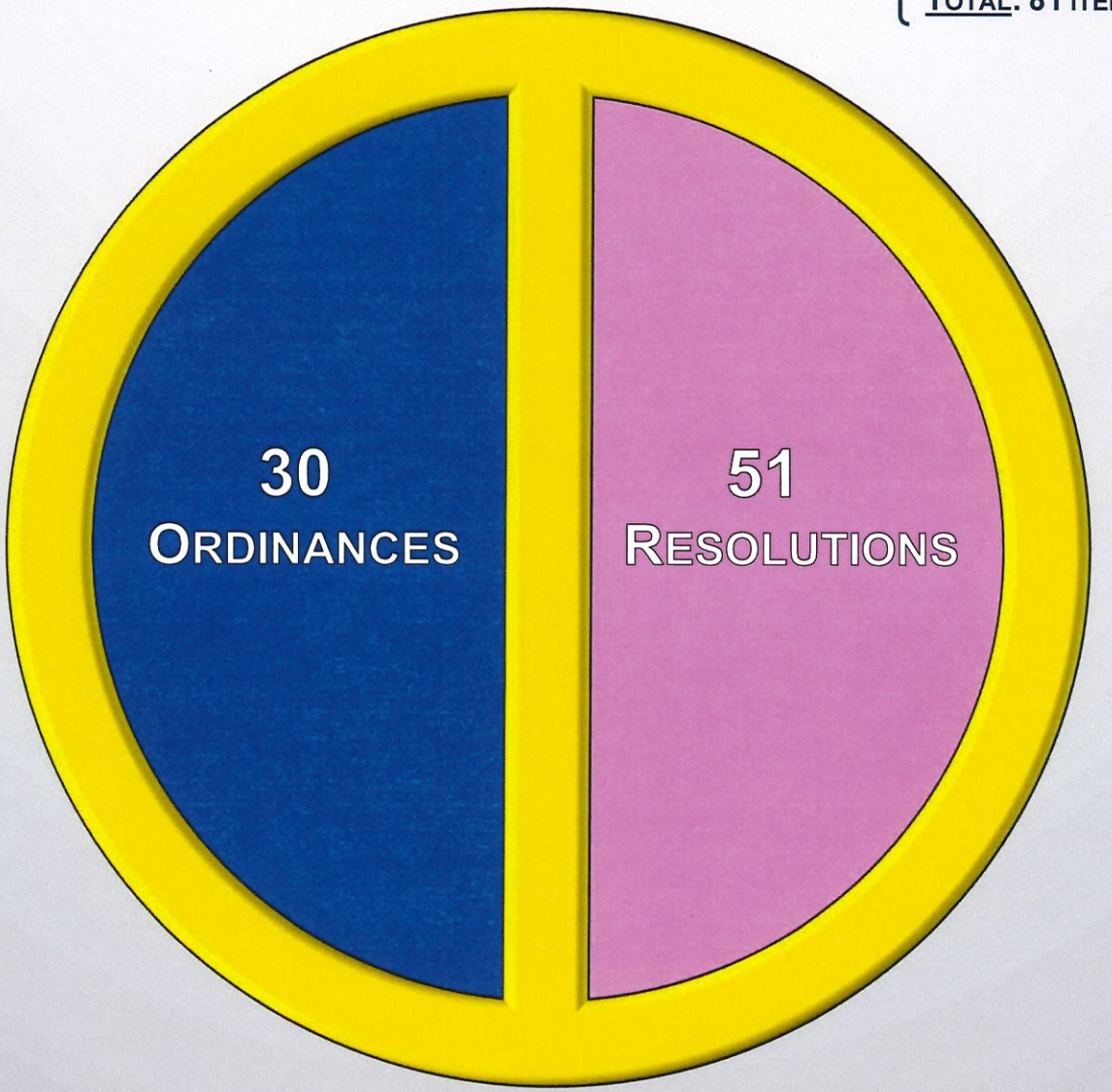
(Total: 112 Cases)



- Adjudicated Guilty - 70
- Dismissed - 20
- Nolle Prossed - 16
- Paid Fine - 4
- Adjudication Withheld - 2

ORDINANCES & RESOLUTIONS – FY 2024-2025

(TOTAL: 81 ITEMS)



STAFF & NEW BOARD MEMBER TRAINING: FY 2024-2025

(BY NUMBER OF HOURS)

(TOTAL: 20 HOURS)



LEGISLATIVE BILL TRACKING: 2025 SESSION

Total: 138 Bills

Display of Flags by Governmental Entities	HB 75 & SB 100
Suits Against the Government	HB 301 & SB 1570
Succession to Office of Governor, & Gov't Efficiency	HJR 1325
Community Redevelopment Agencies	HB 991 & SB 1242; SB 110
Local Government Code Enforcement	HB 281 & SB 1104
Ethics	HB 399 & SB 348
Construction & Facilities	HB 569
Local Governing Authorities	SB 1188
Construction Regulations	HB 683 & SB 712
Ad Valorem Tax Exemption	HJR 163 & SJR 318; HB 165; SJR 748; SB 750
Property Tax Exemptions	HJR 357; HB 359; SB 852
Increased Homestead Exemptions	SB 1018 & SJR 1016
Assessment of Homestead Property	HB 1041; HJR 1039; SJR 174; SB 176; SJR 1190; SB 1192
Local Government Assessments	HB 771
Local Business Taxes	HB 503 & SB 1196
Revenues from Ad Valorem Taxes/Admin	HB 787 & SB 996; SB 192
Local Option Taxes	HB 1221 & SB 1664
Taxation	HB 7033 & SB 7034; HB 7031
General Appropriations Act	HB 5001 & SB 2500
Unlawful Demo of Historic Structures	HB 717 & SB 582
State Land Management	HB 209 & SB 80
Land Use & Development; Regulation	HB 943; HB 1209 & SB 1118; HB 401; SB 1080
Development Permits & Orders/Restrictions	HB 579; SB 452
Adaptive Reuse of Land	HB 409
Annexing State Owned Lands	HB 275 & SB 384
Building Permits Single Family	HB 1035 & SB 1128
Private Provider Building Inspection	HB 695 & SB 1474
Property Owner Liability	HB 599 & SB 724
Certified Recovery Residences	HB 1163 & SB 954
Nature Based Methods Coastal Resilience	HB 371 & SB 50
Resilient Buildings	HB 143 & SB 62
Dept. of Ag & Consumer Services	HB 651 & SB 700
Housing/Affordable Housing	HB 923; HB 247 & SB 184; SB 1730
Public Records Municipal Clerks	HB 517 & SB 840
Public Records DV Victims	HB 41 & SB 242
Public Records Body Cams	HB 1475 & SB 1106
Complaints Against Law Enforcement	HB 317 & SB 516
Crimes Against Law Enforcement	HB 175 & SB 234
Immigration & State Issued ID	HB 1435 & SB 1668
Abandoning Restrained Animals	HB 205 & SB 150
Law Enforcement Benefits Injured in Line of Duty	HB 751 & SB 1160
Community Violence Task Force	HB 169 & SB 236
Interfering with Officer Protection or Communication	SB 1042
Spectrum Alert	HB 711 & SB 500
Surrendered Newborn Infants	HB 791 & SB 1690
Administration of Controlled Substances	HB 519
Fire Prevention	HB 551
Firefighter Health & Safety	HB 929
Benefits for Injured Firefighters	SB 1202
Mental Health	SB 168
Emergency Preparedness / Emergencies	SB 180; HB 1337 & SB 1566; HB 1535
Safe Waterways Act	HB 73 & SB 156
Anchoring Limitation Areas	HB 481 & SB 866
Vessel Accountability	HB 1149 & SB 164
Utility Services	HB 1523 & SB 1704
Municipal Water & Sewer Rates	HB 11 & SB 202
Preemption Over Utility Service Restrictions	HB 1137 & SB 1002
Stormwater Management Systems	SB 810
Florida Museum of Black History	HB 659 & SB 466
Utility Terrain Vehicles	HB 221 & SB 88
Recreational Customary Use of Beaches	HB 6043 & SB 284
Public Safety	HB 1211 & SB 1544
Unmanned Aircraft	HB 1121
Firefighter Benefits & Disability Provisions	HB 87 & SB 66; HB 269 & SB 366
Peer Support for First Responders	HB 421 & SB 86
Land Use & Zoning	SB 634

PROPOSED BUDGET – FY 2025-2026

CODE	CATEGORY	FY 24-25 BUDGET *(Actual)*	FY 25-26 BUDGET *(Proposed)*
110	Executive Salaries	$ 320,209	$ 342,587
120	Regular Salaries & Wages	$ 64,939	$ 68,988
140	Overtime	$ 0	$ 0
160	Holiday Supplement	$ 460	$ 520
161	Accrued Leave Payout	$ 0	$ 0
210	FICA Taxes	$ 25,628	$ 26,772
220	Retirement Contributions	$ 96,287	$ 102,894
230	Life & Health Insurance	$ 20,975	$ 29,251
240	Workers Compensation	$ 607	$ 617
250	Unemployment Compensation	$ 577	$ 617
	SUBTOTAL	**$ 529,682**	**$ 572,246**
	INCREASE		
310	Professional Services	$ 82,000	$ 40,000
330	Court Reporter Services	$ 3,000	$ 1,500
340	Other Contract Services	$ 2,000	$ 1,000
400	Travel Expenses	$ 2,200	$ 3,000
401	Car Allowances	$ 7,800	$ 8,400
410	Telecommunications Services	$ 2,900	$ 3,437
420	Postage	$ 300	$ 300
464	Office Equip. Repair & Maintenance	$ 0	$ 0
471	Reproduction	$ 2,000	$ 2,000
490	Miscellaneous Charges	$ 500	$ 500
510	Office Supplies	$ 500	$ 500
515	Non-Capital Fixed Assets	$ 1,000	$ 0
520	General Operating Supplies	$ 150	$ 150
521	Uniforms	$ 150	$ 150
540	Subscriptions	$ 4,007	$ 4,201
541	Professional Dues & Memberships	$ 1,725	$ 1,645
542	Education & Training	$ 2,400	$ 2,400
543	Books	$ 150	$ 150
640	Machinery & Equipment	$ 0	$ 0
	SUBTOTAL	**$ 112,782**	**$ 69,333**
	DIFFERENCE		**($ 43,449)**
	TOTAL	**$ 642,464**	**$ 641,579**
	DECREASE		**($ 885)**

ATTORNEY SERVICES FROM DOUGLAS LAW FIRM: AUGUST - OCTOBER 2025



Attorney Services for 3 months:

Total Cost: $ 6,902.50