



CITY OF ST. AUGUSTINE CITY COMMISSION
City Commission Meeting
MONDAY, JUNE 8, 2026 - 5:00 PM
ALCAZAR ROOM

1. CALL TO ORDER

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

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A. Proclamation 2026-24:** Proclaims June 2026, as Pride Month (*N. Sikes-Kline, Mayor*)
- 3.B.** Highlighting St. Augustine's Florida Preservation Award Recipients (*J. Courtney, Historic Preservation Officer*)

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. St. Johns County Continuum of Care - 2026 PIT Data Presentation (*D. Birchim, City Manager*)

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 2026-14:** Amendments to anchoring and mooring of vessels to conform with updates to state statute (*I. Lopez, City Attorney*)

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 2026-10:** Amending Vehicles for Hire (Ch27) Ordinance (*R. Franklin, Assistant City Manager*)

9.A.2. **Ordinance 2026-11:** Amending Franchises (Ch14) Ordinance (*R. Franklin, Assistant City Manager*)

9.B. Resolutions

9.B.1. **Resolution 2026-11:** Authorizing the City Manager to Execute an Agreement to Continue the Transit Corridor Development Program (*R. Franklin, Assistant City Manager*)

9.B.2. **Resolution 2026-12:** Florida Department of Transportation Intersection Improvement Project — Deed 100.1, 1001.1 (*M. Breidenstein, Assistant City Manager*)

9.B.3. **Resolution 2026-13:** Florida Department of Transportation Intersection Improvement Project — Temporary Easements 700.1, 701.1 (*M. Breidenstein, Assistant City Manager*)

9.B.4. **Resolution 2026-14:** Florida Department of Transportation Intersection Improvement Project — Perpetual Easement 800.1, 801.1 (*M. Breidenstein, Assistant City Manager*)

10. STAFF REPORTS AND PRESENTATIONS

10.A. Zora Neale Hurston Park Historic Marker Language and Sign Style Review (*J. Perkins, Community Services Director*)

11. ITEMS BY CITY ATTORNEY

11.A. Statutory notice of proposed Madeira CDD budget for Fiscal Year 2026-2027. No action necessary. (*I. Lopez, City Attorney*)

12. ITEMS BY CITY CLERK

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

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA -

CA.1 Preview of upcoming Commission meetings.

CA.2 THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON July 13, 2026:

- **Ordinance 2026-10:** Amending Vehicles for Hire (Ch27) Ordinance (*R. Franklin, Assistant City Manager*)
- **Ordinance 2026-11:** Amending Franchises (Ch14) Ordinance (*R. Franklin, Assistant City Manager*)

CA.3 Reminder of Upcoming Meetings:

- June 22, 2026, 5:00PM, Regular City Commission Meeting
- July 13, 2026, 3:00PM, Special Budget Meeting
- July 13, 2026, 5:00PM, Regular City Commission Meeting

CA.4 APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- April 13, 2026, 5:00PM, Regular City Commission Meeting
- April 27, 2026, 5:00PM, Regular City Commission Meeting
- May 11, 2026, 5:00PM, Special City Commission Meeting

CA.5 RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

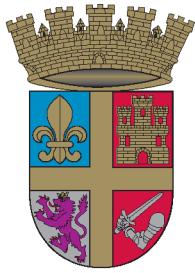
CA.6 PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

Proclamation 2026-30: Proclaims July 4, 2026 as the 250th Anniversary of American Independence (*N. Sikes-Kline, Mayor*)

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

CA.8 Strategic Plan Revisions (*D. Birchim, City Manager*)

END CONSENT AGENDA



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, 238 years ago, our founding fathers wrote the United States Constitution whose preamble states, "We the people, in Order to form a more perfect union, establish justice, ensure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America;" and*

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

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

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

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

***NOW, THEREFORE**, the City Commission of the City of St. Augustine does hereby proclaim June 2026, as **PRIDE MONTH** in the City of St. Augustine, and urges all our citizens to stand as an ally with our friends and neighbors in the face of prejudice wherever it exists, and to embrace the great diversity within our community.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 8th day of June in the year of our Lord two thousand and twenty-six and the four hundred and sixtieth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: June 8, 2026

RE: Highlighting St. Augustine's Florida Preservation Award Recipients

Preservation Month just wrapped up at the end of May, which was celebrated in the city with a special proclamation presentation by the Mayor and City Commissioners at the May 11th meeting. Touching on our Country's 250th, along with special anniversaries related to historic preservation locally and at a national level, it is available to read at <https://staugustinefl.portal.civicclerk.com/event/1288/files/attachment/10535>.

The Historic Preservation Division within the City's Planning & Building Department would also like to highlight (2) individuals, who have deeply impacted the historic preservation efforts in St. Augustine, and five (5) noteworthy preservation related projects within the city that recently received awards by the Florida Trust for Historic Preservation. Recognizing excellence in historic preservation throughout the state, the Florida Trust's 2026 Florida Preservation and Board Awards were presented in St. Petersburg on May 14, 2026. Preservation Award nominations were submitted by the public with recipients selected by a jury comprised of preservationists from all around the state. In addition to the Florida Preservation Awards, the Board of Trustees recognized exceptional service and commitment to community through its two Board Awards.* Awards were presented to the following St. Augustine individuals or preservation projects:

- **Gordon "Gordie" J. Wilson: *President's Award***
- **Paul Weaver: *Individual Distinguished Service Award***
- **155 Cordova Street, DeMedici House: *Conservation, Preservation, Maintenance and Repair Award***
- **Zion Missionary Baptist Church (West Augustine): *Conservation, Preservation, Maintenance and Repair Award***
- **St. Johns County Black Heritage Trail (which features people and places of St. Augustine): *Preserving Place Award***

2025 Florida Preservation Award Recipients:

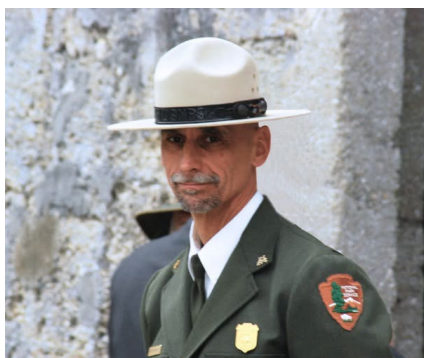
- **121 Kings Ferry Way: *Restoration, Rehabilitation or Adaptive Use Award***
- **St. Joseph Neighborhood Center: *Restoration, Rehabilitation or Adaptive Use Award***

A summary of each of the award recipients from St. Augustine is attached. More information about the Florida Preservation Awards is available at this webpage: floridatrust.org/preservation-awards

The City of St. Augustine's Historic Preservation Division is proud to feature these individuals and projects who received statewide recognition. We wish to thank the individuals who were recognized and those who were an integral part of these important preservation projects within St. Augustine for their hard work and dedication. Recognition through the Florida Preservation Awards reflects the high caliber of St. Augustine's historic preservation ethic and of the leaders, professionals, and building owners who are dedicated to protecting St. Augustine's historic and cultural resources.

Julie Courtney
Historic Preservation Officer
Planning & Building Department
E jcourtney@citystaug.com | P 904.209.4283

Highlighting St. Augustine's 2026 Florida Preservation Award Recipients – by the Florida Trust for Historic Preservation



Gordon "Gordie" J. Wilson: *President's Award*

The President's Award is one of only two Board Awards, which are the highest awards bestowed on individuals. This award recognizes an individual's lifelong achievements and leadership in state and national preservation arenas and service to the Florida Trust. Individuals selected for the award truly exemplify working to preserve the past for the future.

Gordon "Gordie" Wilson's more than thirty-three years of leadership while serving as superintendent at Castillo de San Marcos and Fort Matanzas National Monuments exemplify an extraordinary commitment to historic preservation in St. Augustine and Florida. In that time, Gordie provided thoughtful and steady guidance, safeguarding two of the nation's most significant historic sites, as he managed all aspects of park operations, including visitor services, resource protection, law enforcement and education. His leadership fostered meaningful connection with the community of St. Augustine as he built partnerships with local, state, and federal entities, and twenty-five federally recognized tribes. His collaboration with the Seminole Tribe of Florida was especially impactful, supporting the Tribe in sharing its history in its own voice. Gordie also contributed to major milestones in St. Augustine, including the 450th commemoration and international engagements, while strengthening ties with institutions like the University of Florida and FDOT. Under his leadership, volunteerism expanded, operations improved and over \$20 million was secured for preservation and visitor services. Gordie also guided the parks through challenges such as Hurricane Matthew and the COVID-19 pandemic. Through mentorship, collaboration, and vision, Gordie's lasting legacy of stewardship, resilience, and community partnership ensures these treasured places, and the stories they hold, will continue to inspire future generations.



Paul Weaver: *Individual Distinguished Service Award*

This award honors a career dedicated to preserving Florida's history and heritage and is intended for individuals who have clearly made an impact in their community through their efforts as a preservation activist, advocate or leader.

Paul Weaver has devoted nearly five decades to advancing historic preservation in St. Augustine and across Florida, leaving a profound and lasting impact on the field. Paul helped pioneer early preservation research and co-authored Florida's first comprehensive area study evaluating historic districts through coordinated historical and architectural analysis. His company, Historic Property Associates, Inc., was an early professional preservation consulting firm in Florida, dedicated to historic research, documentation, and planning. Over the course of his career, Paul has prepared numerous National Register of Historic Places nominations, securing designations and protection for many of St. Augustine's most significant historic districts, landmarks, and cultural sites. Beyond his consulting work, he has contributed as an author, preservation advocate, and long-serving member of the City of St. Augustine's Historic Architectural Review Board. Through scholarship, leadership, and lifelong dedication, Paul Weaver has played a pivotal role in documenting, protecting, and promoting Florida's irreplaceable historic heritage.



**155 Cordova Street, DeMedici House:
Conservation, Preservation, Maintenance and
Repair Award**

This award is for projects of limited scope that meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* for "Preservation," and include measures to protect and stabilize the property and address the ongoing maintenance and repair of historic materials and features.

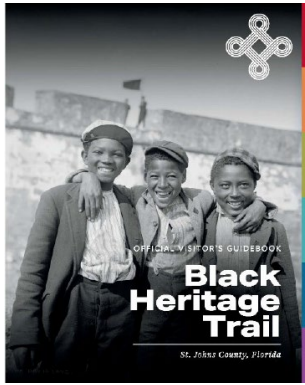
The DeMedici House, located at 155 Cordova Street, constructed between 1865 and 1884, had been converted into multi-family units over time. In 2022, current owner Gabriel "Gabe" Wicks brought his passion and years of experience in historic restoration/rehabilitation from Tennessee to St. Augustine, purchasing this property sight-unseen with the goal of rehabbing the structure and returning it to a single-family home. Gabe dove into the history of the property, finding historic photos of the front porch which he used as a template to restore original porch features. He enlisted the help of skilled contractors but also performed work himself, including window restoration. The result is a praiseworthy rehabilitation project that combines restoration of existing and once-lost architectural features with the addition of compatible new features to the historic structure, adding value and livability, while enhancing the historic integrity of the contributing property and the streetscape of the St. Augustine National Historic District.



**Zion Missionary Baptist Church
(West Augustine):
Conservation, Preservation, Maintenance and
Repair Award**

This award is for projects of limited scope that meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* for "Preservation," and include measures to protect and stabilize the property and address the ongoing maintenance and repair of historic materials and features.

Established in 1886, Zion Missionary Baptist Church is the oldest African American congregation in West Augustine and a vital landmark in St. Augustine's cultural and civil rights history. Originally founded so members could worship closer to home rather than walk to Lincolntown, the congregation built its enduring two-story concrete block sanctuary in 1921. During the Civil Rights Movement, the church served as a gathering place for organizing and public addresses that helped bring national attention to St. Augustine's struggle for equality. Sarah Ryan Architect, LLC led the restoration of this more than century-old structure, addressing significant structural deterioration while preserving its historic character. The project stabilized bowed masonry walls, rebuilt the historic steeple, restored stained-glass windows and original wood elements and repaired the roof and foundation systems to protect the building for future generations. Through close collaboration with the congregation and local craftspeople, the restoration returned Zion Church to active community use, preserving an authentic part of St. Augustine's heritage.



St. Johns County Black Heritage Trail: *Preserving Place Award*

This award recognizes individuals, organizations or projects in Florida that have excelled in placemaking and placekeeping, contributing to the enhancement and revitalization of communities while respecting their unique cultural heritage.

The St. Johns County Black Heritage Trail is an excellent example of preserving place. The Trail involved community collaboration that built on current preservation and storytelling efforts to showcase a unique and significant heritage of St. Augustine and St. Johns County. The Trail brings together over 450 years of Black heritage in St. Johns County. Beginning with the Spanish in the 1500s, it is home to the first free Black community in what is now the United States and events that had a direct influence on the passage of the Civil Rights Act of 1964. It was home to a historically Black college and university and is the southern terminus of the Gullah Geechee Heritage Corridor.

The Trail guidebook presents four themes, describes 20 sites with a map and highlights 10 influential individuals. Signs were added to five sites to bring attention to their Black heritage, and a website includes the timeline, stories, map, site listings and a viewable or downloadable version of the printed guide. Find a link to the guidebook and more information on the trail and the related themes at the website: stjohnsculture.com/bh

St. Augustine's 2025 Florida Preservation Award Recipients – by the Florida Trust for Historic Preservation



121 Kings Ferry Way: ***Restoration, Rehabilitation or Adaptive Use*** **Award**

This award recognizes best practices for the restoration, rehabilitation or adaptive use of a building, complex of buildings or a district.

Elaine and Duke Darnold undertook the rehabilitation of 121 Kings Ferry Way in the Lincolnville, neighborhood of St. Augustine. The building, dating to around 1890, is part of Lincolnville's historic district. After purchasing the deteriorated property in 2019, they spent four years restoring it using in-kind materials and designed to withstand flooding. The project involved extensive structural repairs and high-level craftsmanship, particularly from Duke, recognized as a master artisan. Despite obstacles, the restoration preserved the building's architectural and historical significance. The project retained historic character with the help of local property tax exemptions from the City of St. Augustine and St. Johns County and demonstrated community recognition for preserving Lincolnville's cultural heritage.



Before



After

St. Joseph Neighborhood Center: ***Restoration, Rehabilitation or Adaptive Use*** **Award**

This award recognizes best practices for the restoration, rehabilitation or adaptive use of a building, complex of buildings or a district.

The St. Joseph Neighborhood Center, located in the heart of the Lincolnville National Register Historic District, formerly called the 1898 St. Benedict the Moor Schoolhouse, is the community's oldest surviving Black school and oldest brick school building. The transformation of this severely deteriorated, long-vacant structure into the St. Joseph Neighborhood Center brought a vibrant new use to an extraordinary historic structure and emphasized a true commitment to the reuse of historic materials. Furthermore, the careful and deliberate effort to present the stories of the people associated with St. Benedict's resulted in preservation of the first chapter of the property's history in a place that is meeting current and future community needs. Additionally, this project's completion heralds the upcoming 150th year, in 2026, of the Sisters of St. Joseph's commitment to serving the St. Augustine community.

For more information about the Florida Preservation Awards, visit the webpage:
floridatrust.org/preservation-awards

About the Florida Trust

The Florida Trust for Historic Preservation is the state's nonprofit dedicated to protecting Florida's extraordinary heritage and history. Founded in 1978, the Florida Trust has collaborated to save irreplaceable Florida treasures like the Historic Florida Capitol and is a statewide partner of the National Trust for Historic Preservation. Learn more about the work of the Florida Trust at the website: <http://www.FloridaTrust.org>.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commissioners

DATE: May 21, 2026

RE: St. Johns County Continuum of Care – 2026 PIT Data

Please see attached presentation by Hannah Evans, CoC HMIS Coordinator for St. Johns County Continuum of Care, who will present the PIT (Point in Time) count of sheltered and unsheltered people experiencing homelessness.

Item will be placed under item 7, General Public Presentations, on the City Commission Meeting Agenda for Monday, June 8, 2026.

Respectfully,

A handwritten signature in blue ink, appearing to read "David Birchim", with a stylized flourish at the end.

David Birchim, AICP
City Manager



April 23, 2026

2026 PIT Data



Introduction



What is the Point in Time Count?

The Point in Time (PIT) Count is a count of sheltered and unsheltered people experiencing homelessness on a single night. This year the PIT Count was on **January 26th**.

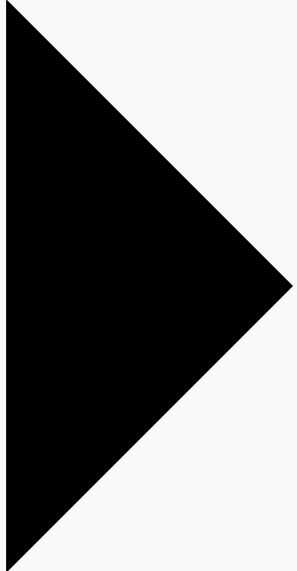
SHELTERED Counts:

Temporary housing settings such as: emergency shelter, transitional housing, and safe havens.

UNSHELTERED Counts:

Persons who reside in a place not meant for human habitation, such as: cars, parks, sidewalks, abandoned buildings, on the street.





What Changed from the 2025 PIT to the 2026 PIT?

- Implemented new PIT software (Hyperion) using mobile phones instead of tablets
- Expanded survey coverage to include new locations
 - Home Again completed 123 surveys, increasing data collection efforts
- Cold Night Shelter operated during the 2026 count period
- Updated PIT methodology to improve accuracy and consistency
 - Strengthened volunteer coordination through a more strategic approach

Survey Stats

344

Total Surveys
Submitted

271

Surveys Counted
Toward PIT

154

Answered Optional
Survey Questions

89

Duplicate Surveys
Submitted:
39 Counted

11

Observational
Surveys Submitted:
*6 were duplicates so 5
were counted*



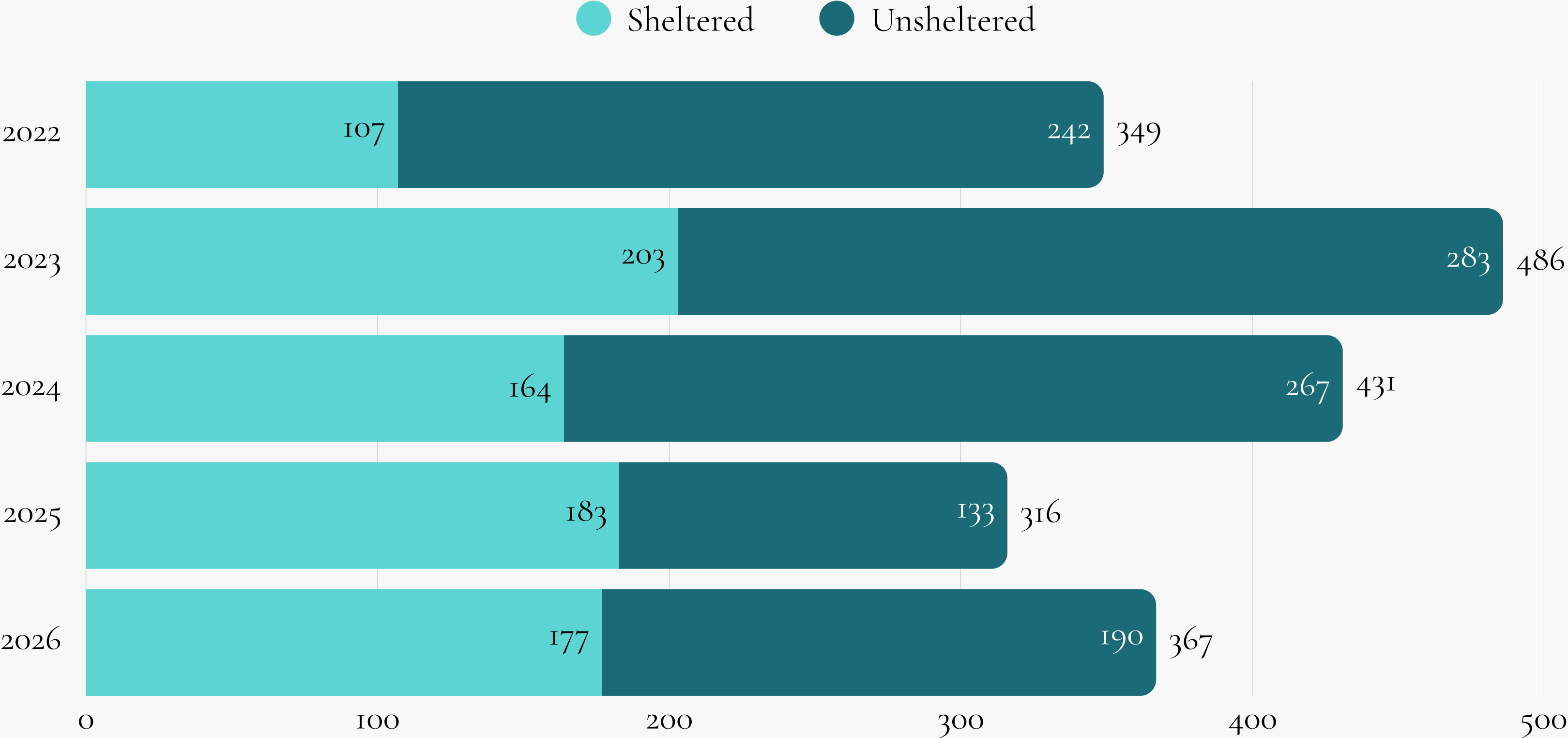
Emergency Shelter Locations:

Port in the Storm, St. Francis, Betty Griffin Center,
Cold Night Shelter

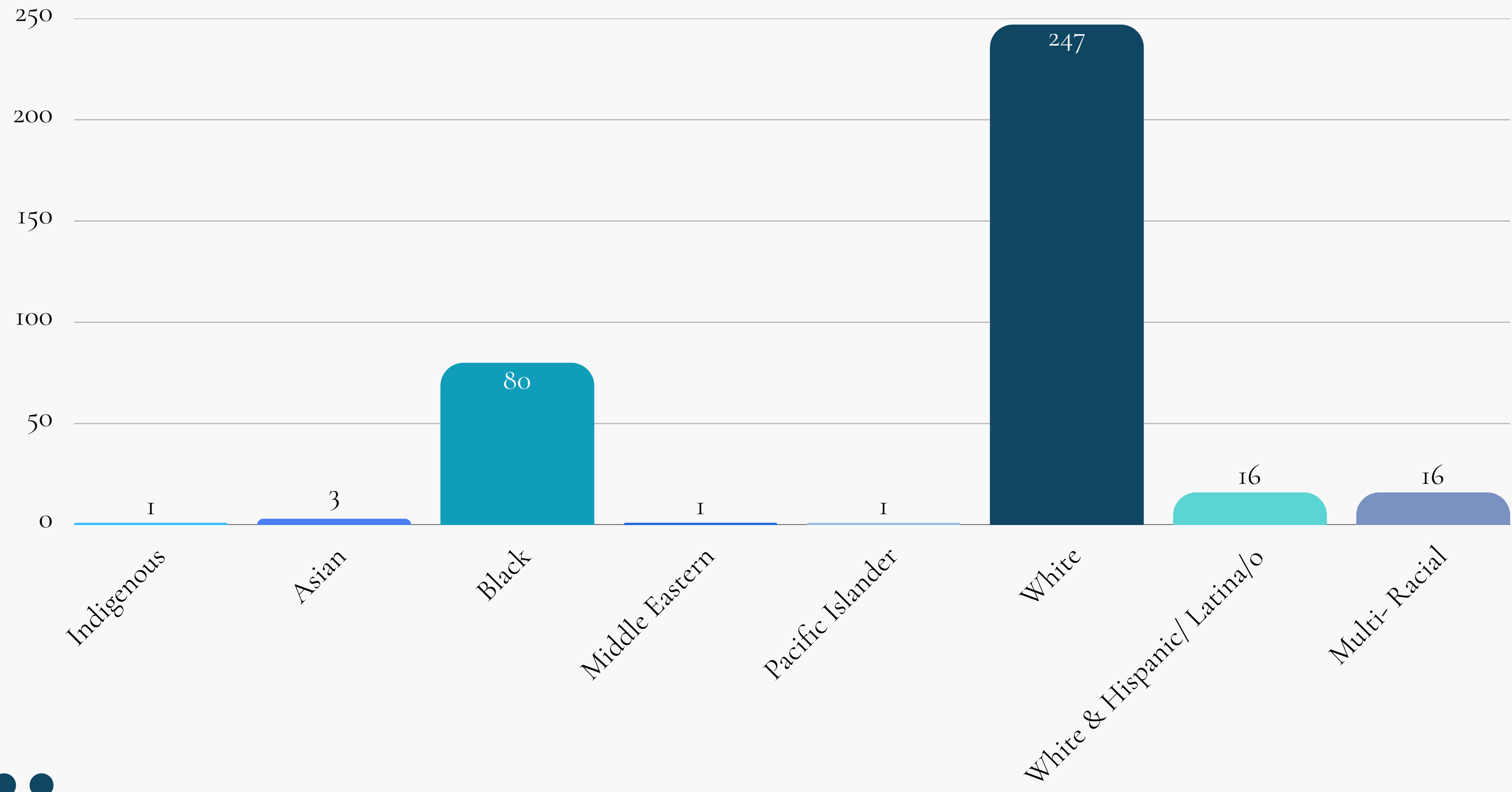
Transitional Housing Locations:

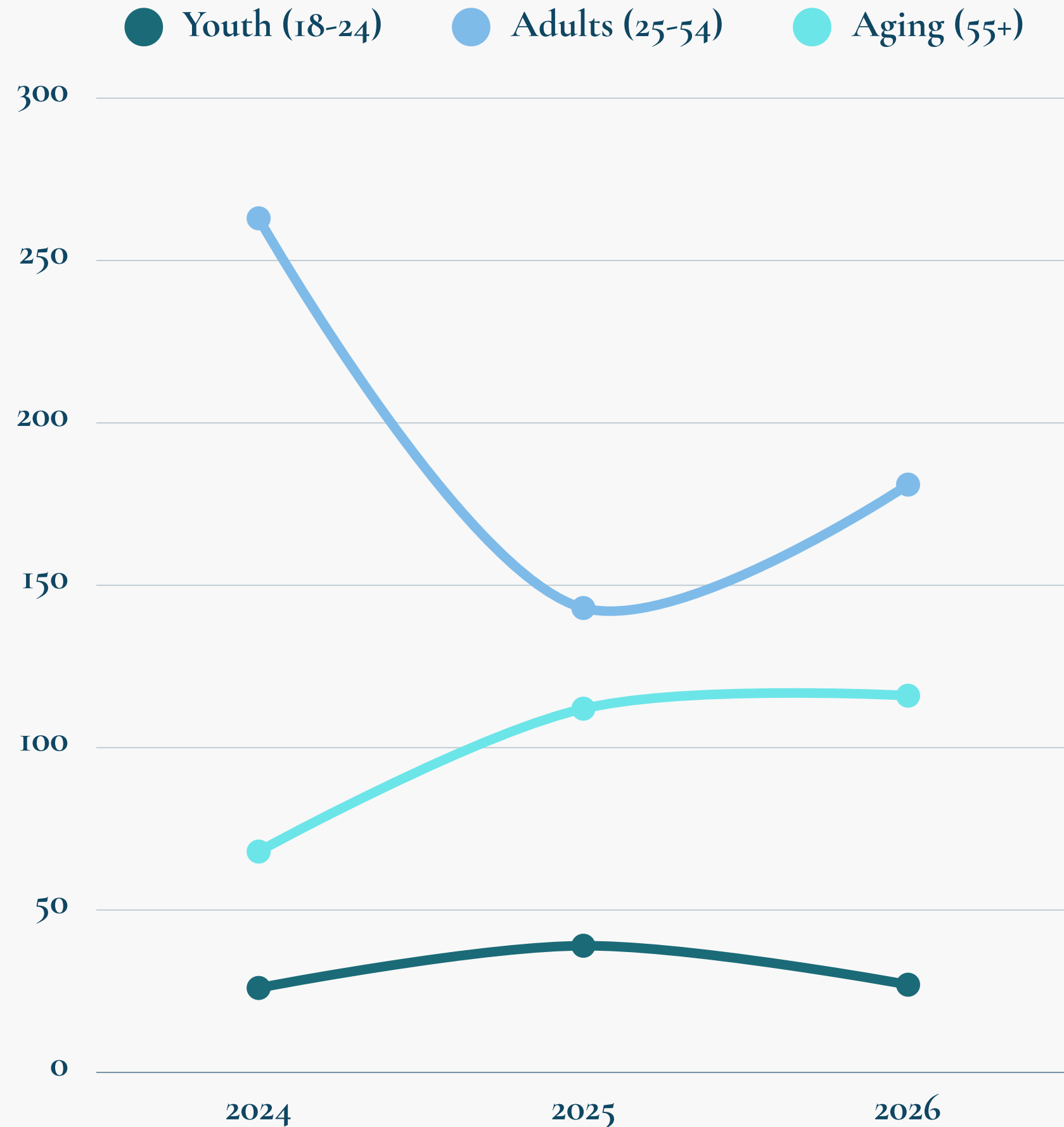
Alpha Omega, Home Again, Homeless Coalition, Betty
Griffin Center

Sheltered and Unsheltered Count



Demographics





Distribution of Ages

- Youth population decreased from **39** (2024) to **27** (2025)
- Aging population increased from **68** (2024) to **112** (2025) to **116** (2026)
- Adult population increased from **143** (2024) to **181** (2026)

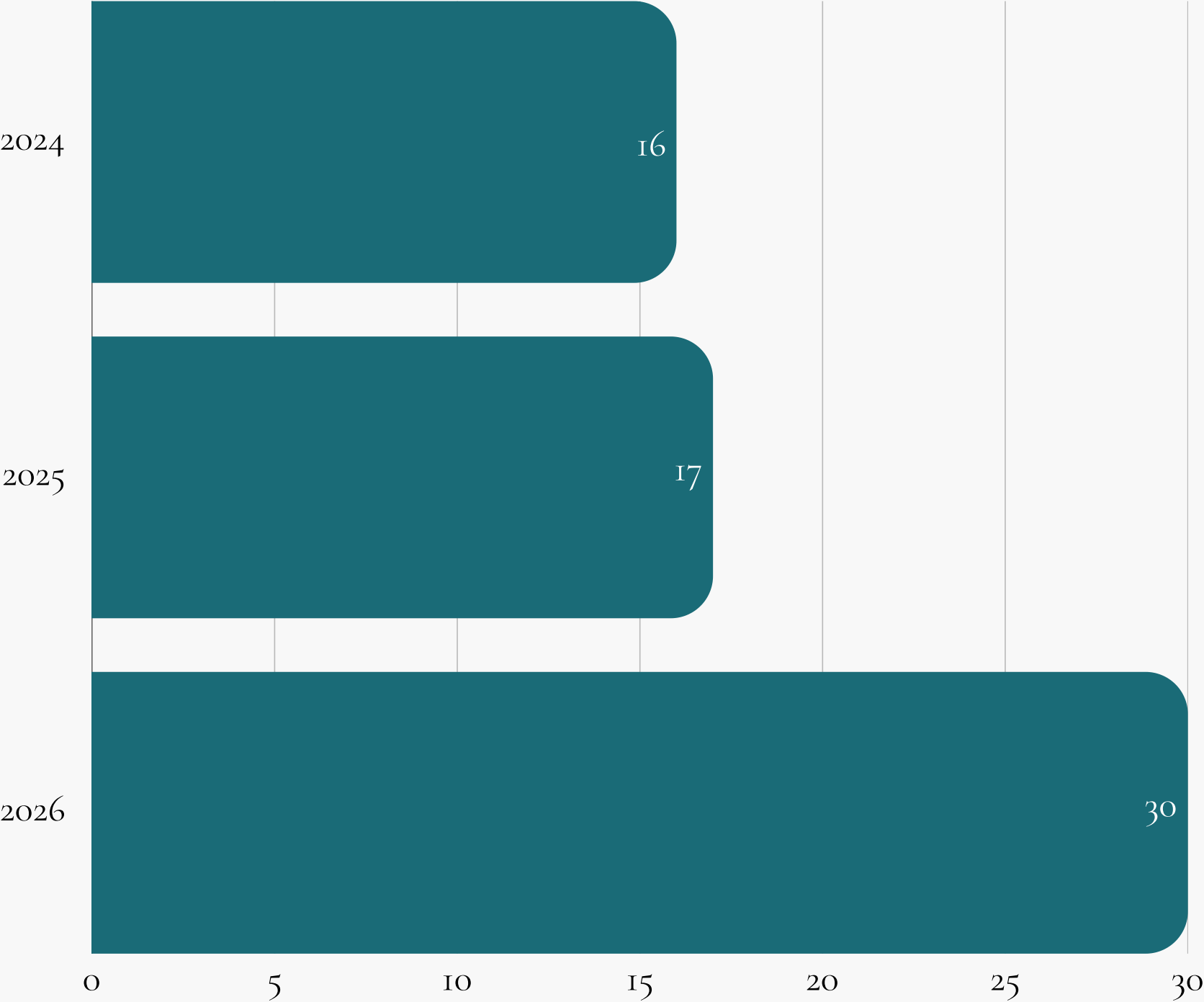
*Comparison of
Adult Only vs.
Adult w/
Children
Households*



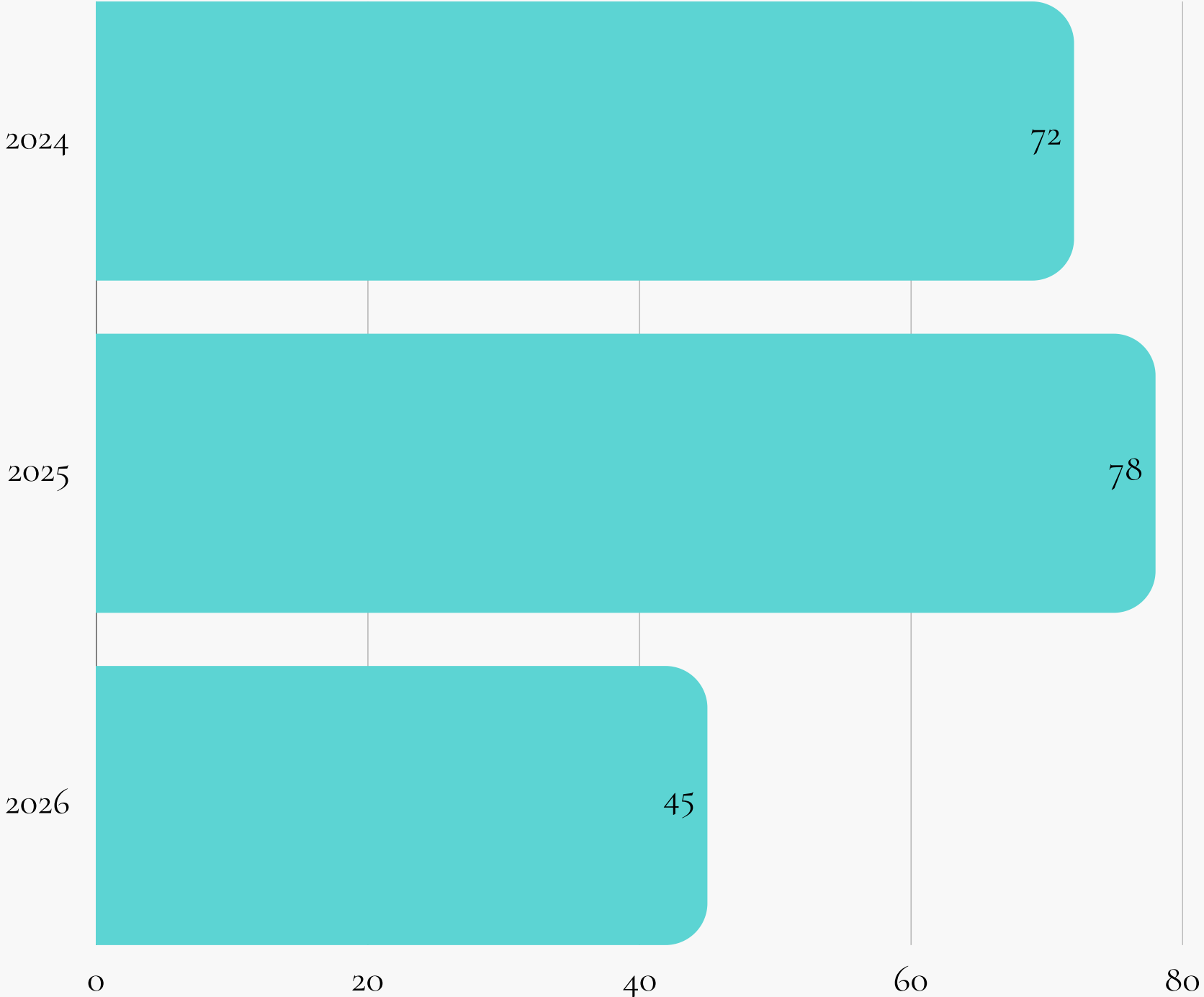
Special Populations



Veterans



Survivors of DV





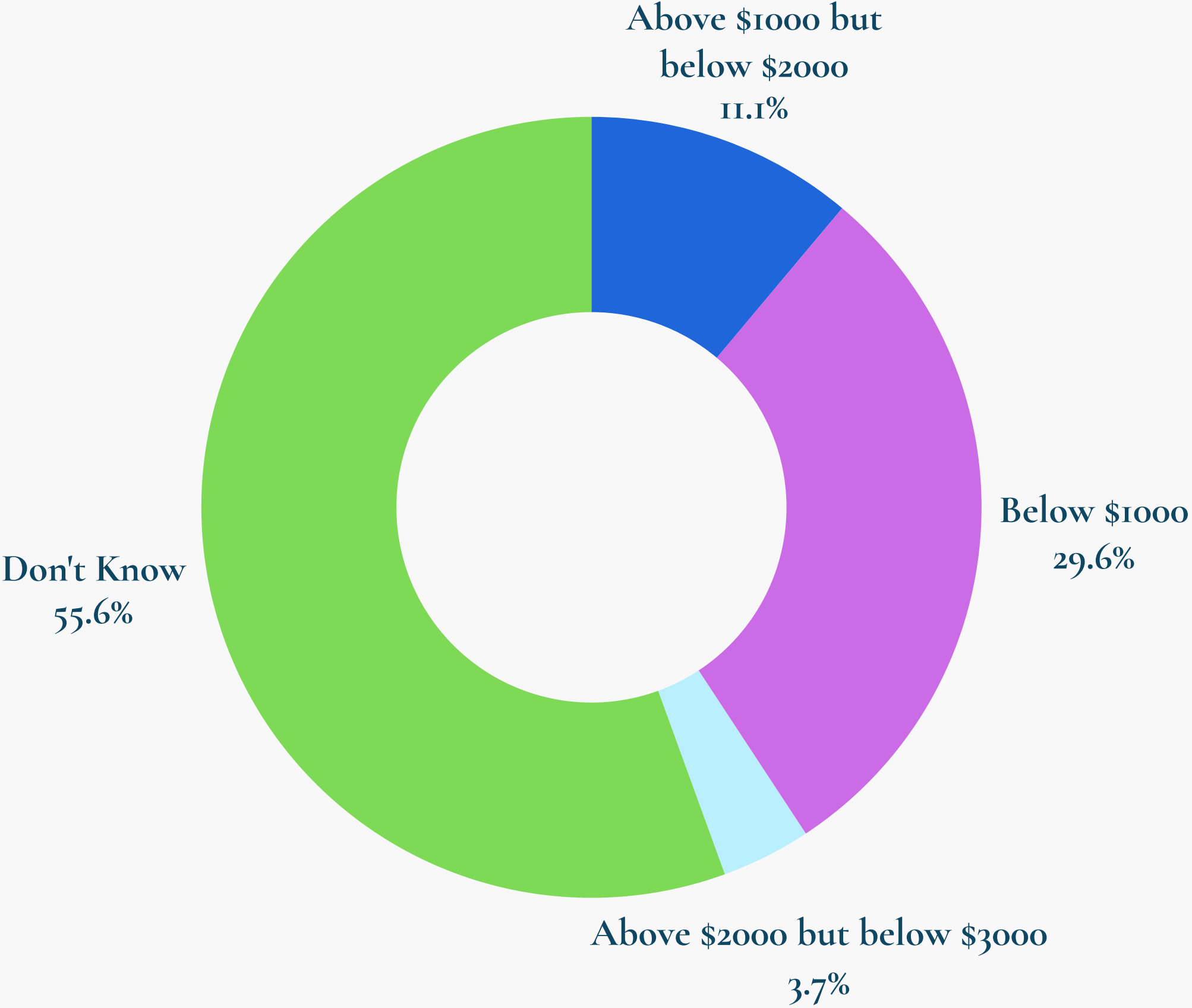
Individuals with Income

75 individuals with income

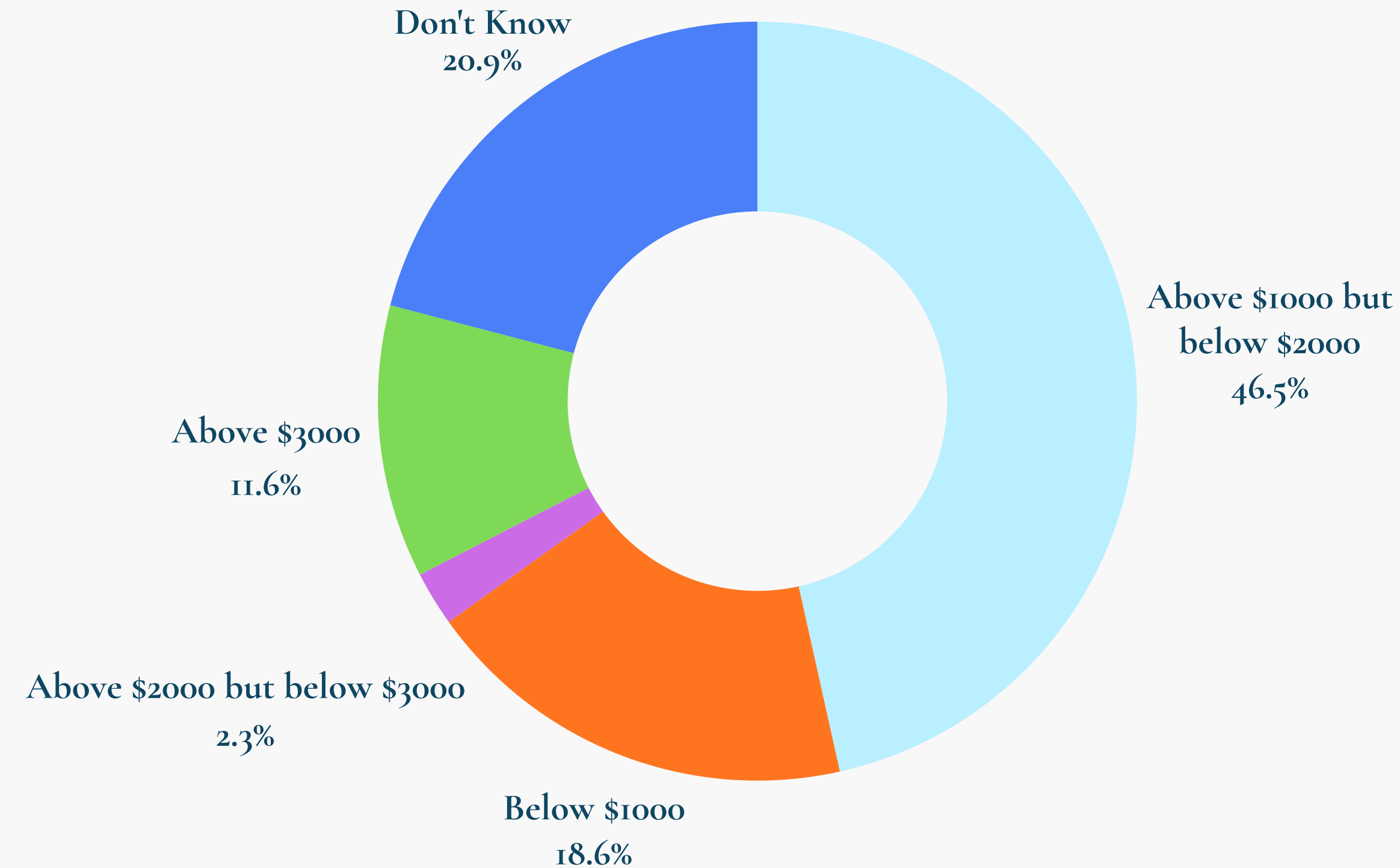
75 individuals with no income

150 individuals did not answer/left blank

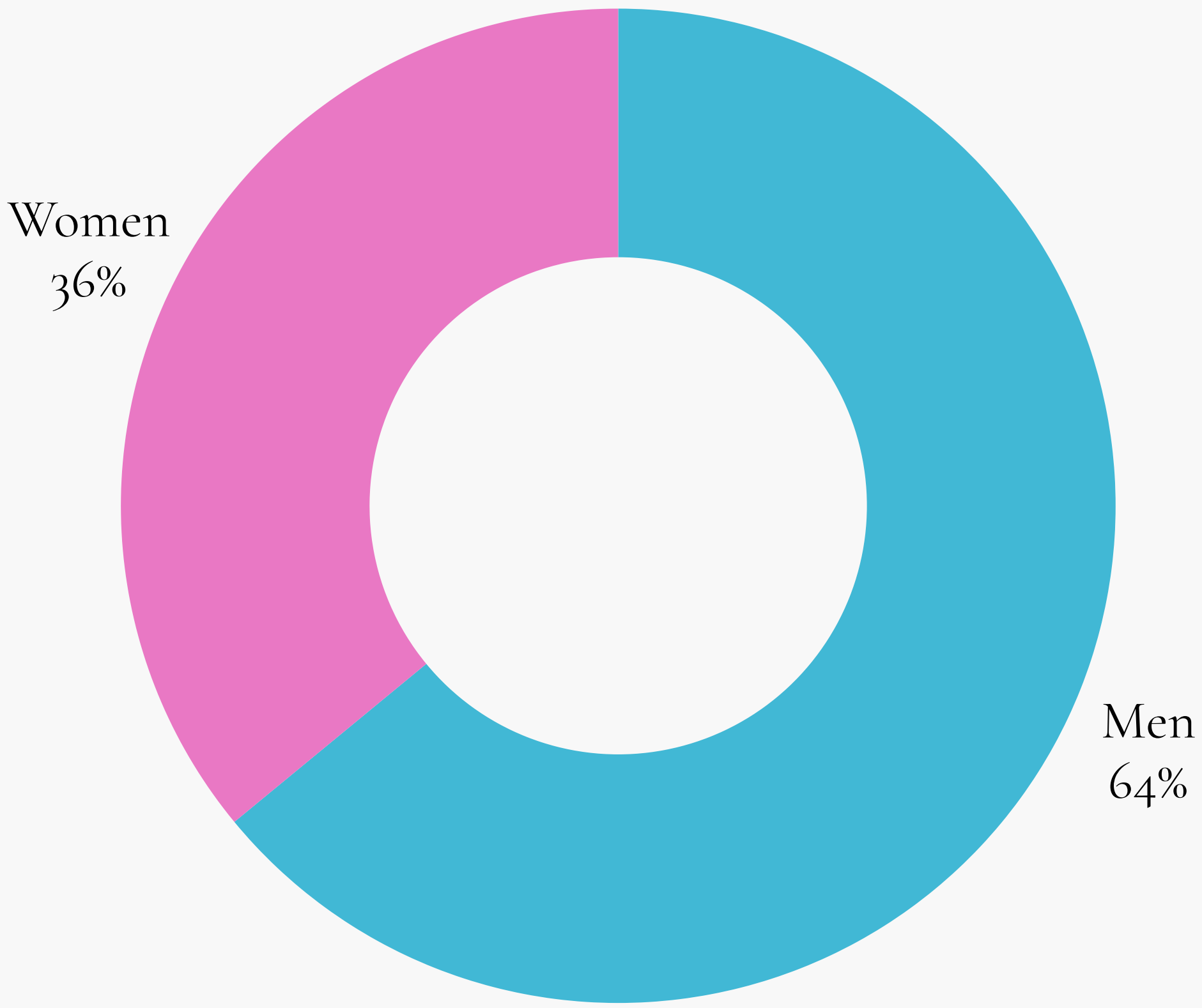
*28 Individuals
Reported
Benefits
Income*



47 Individuals Reported Employment Income

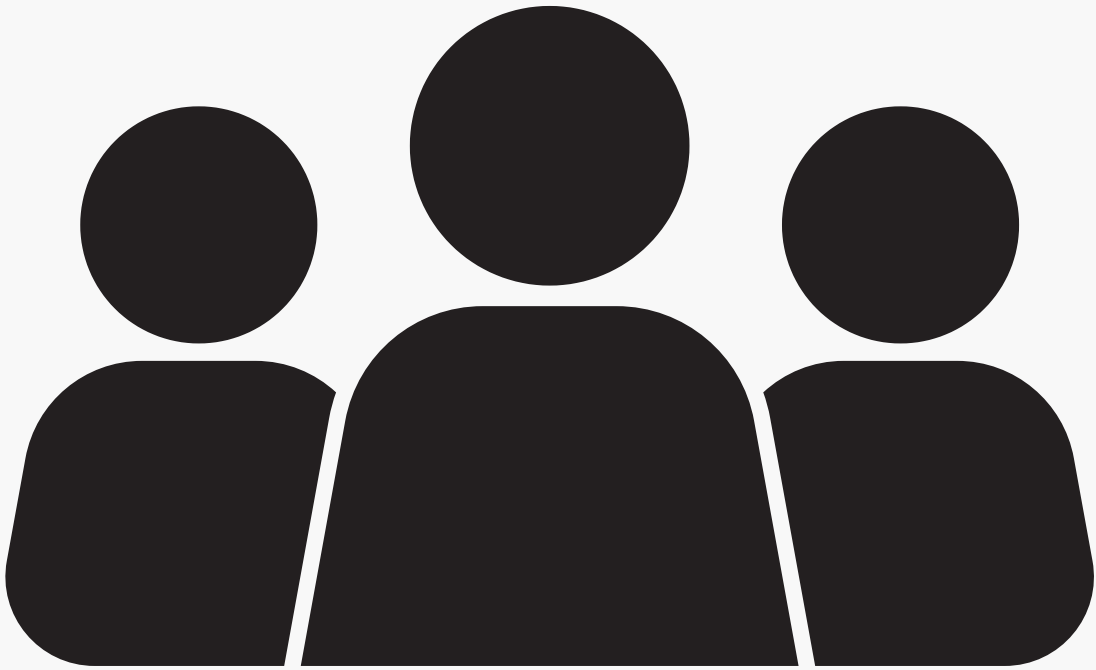


Demographics



132 Women

235 Men





Chronic Homelessness

What is Chronic Homelessness?

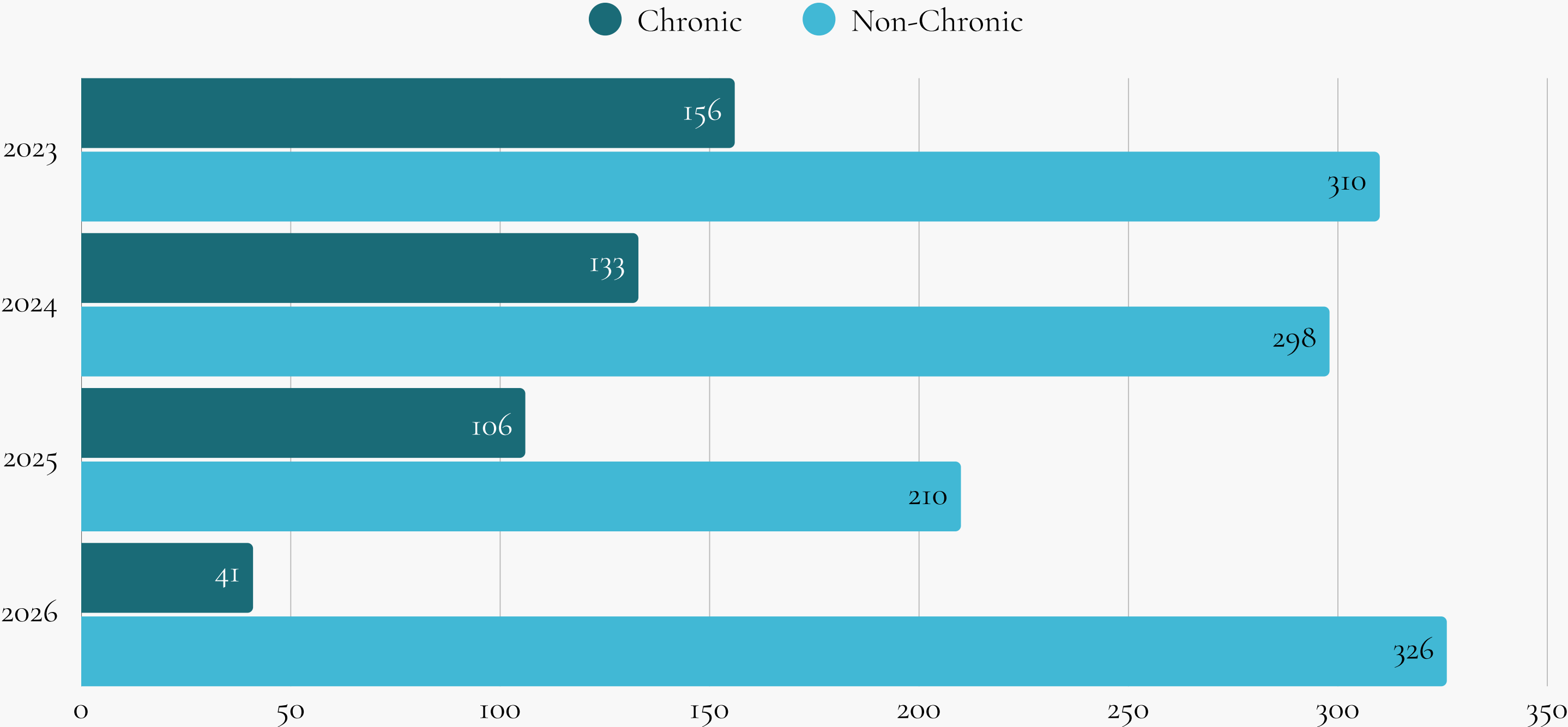
A homeless individual with a disability as defined in section 401(9) of the McKinney Vento Assistance Act (42 U.S.C. 11360(9)), who:

- Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and
- Has been homeless and living as described for at least 12 months* or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described.
- An individual who has been residing in an institutional care facility for less, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility**; or
- A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless

*A “break” in homeless is considered to be 7 or more nights.

**An individual residing in an institutional care facility does not constitute a break in homelessness

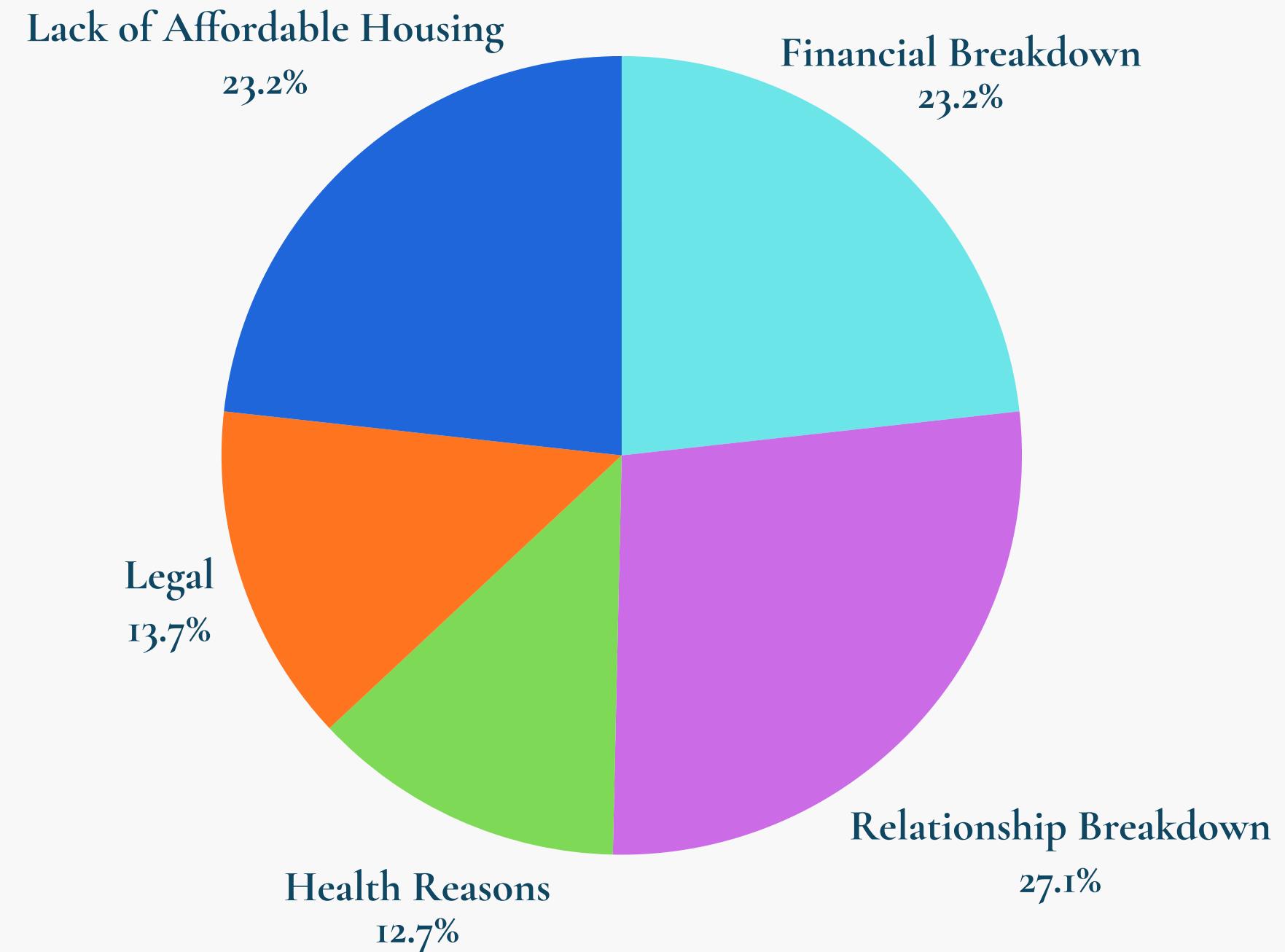
Chronic Count



Cause of Homelessness

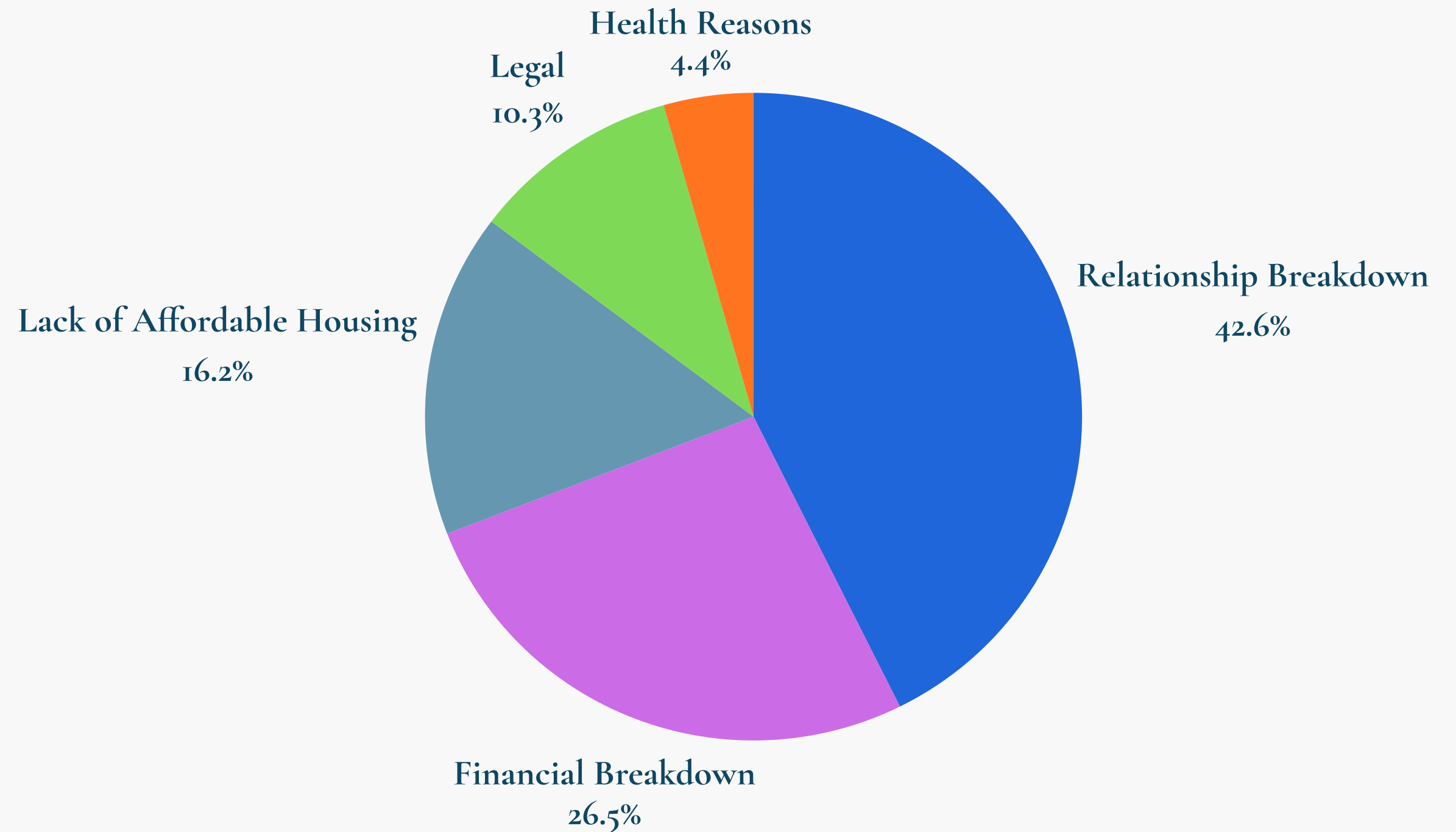
151 Question Responses

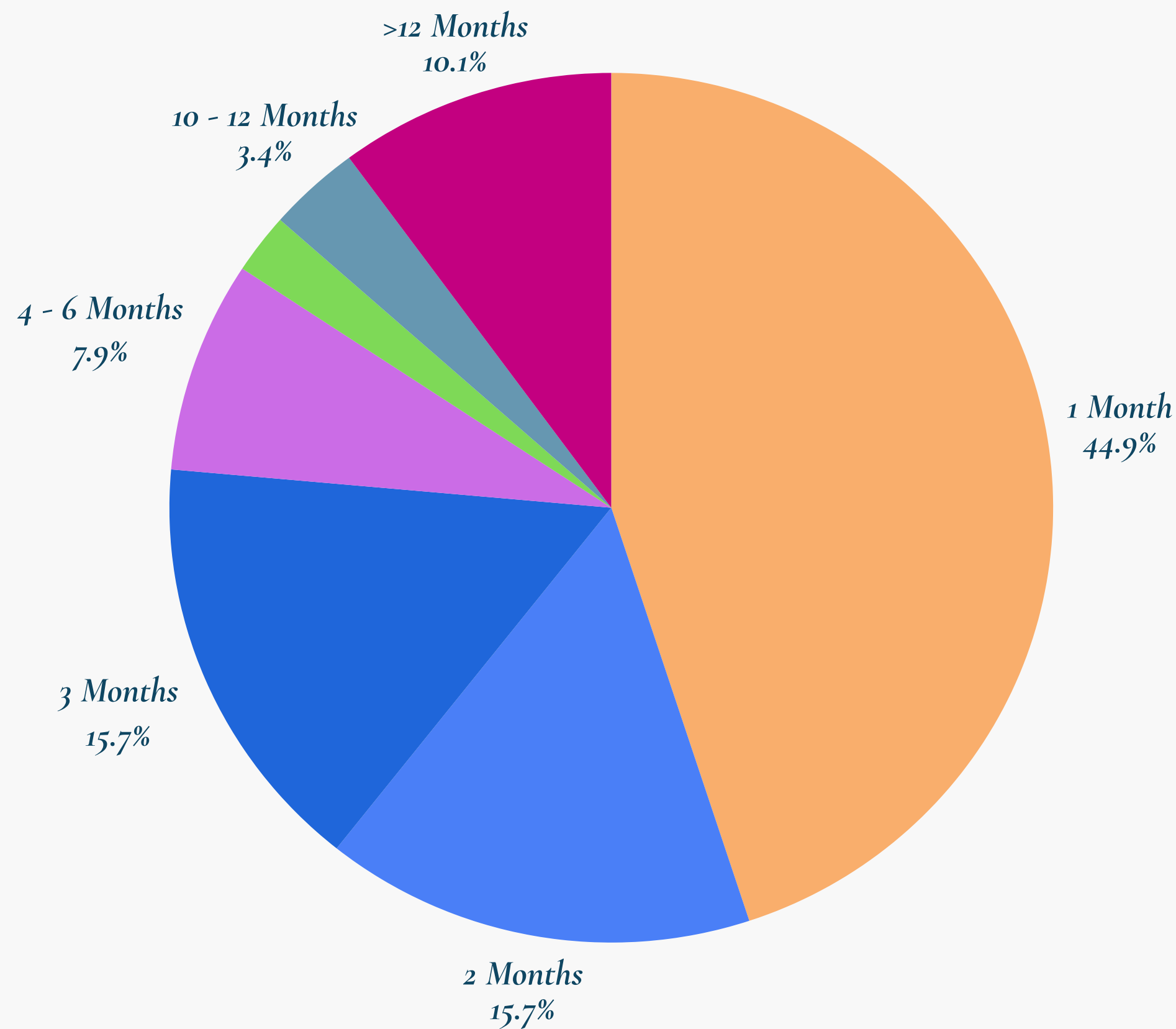
50.3% had multiple contributing factors



89 individuals indicated it was their first time experiencing homelessness

Of these 89 individuals, 68 gave a reason(s) as to what they felt was the contributing factor to their homelessness





*Length of Time
Homeless for
Individuals who
Reported it was
their First Episode
of Homelessness*

Comparison to By Name List



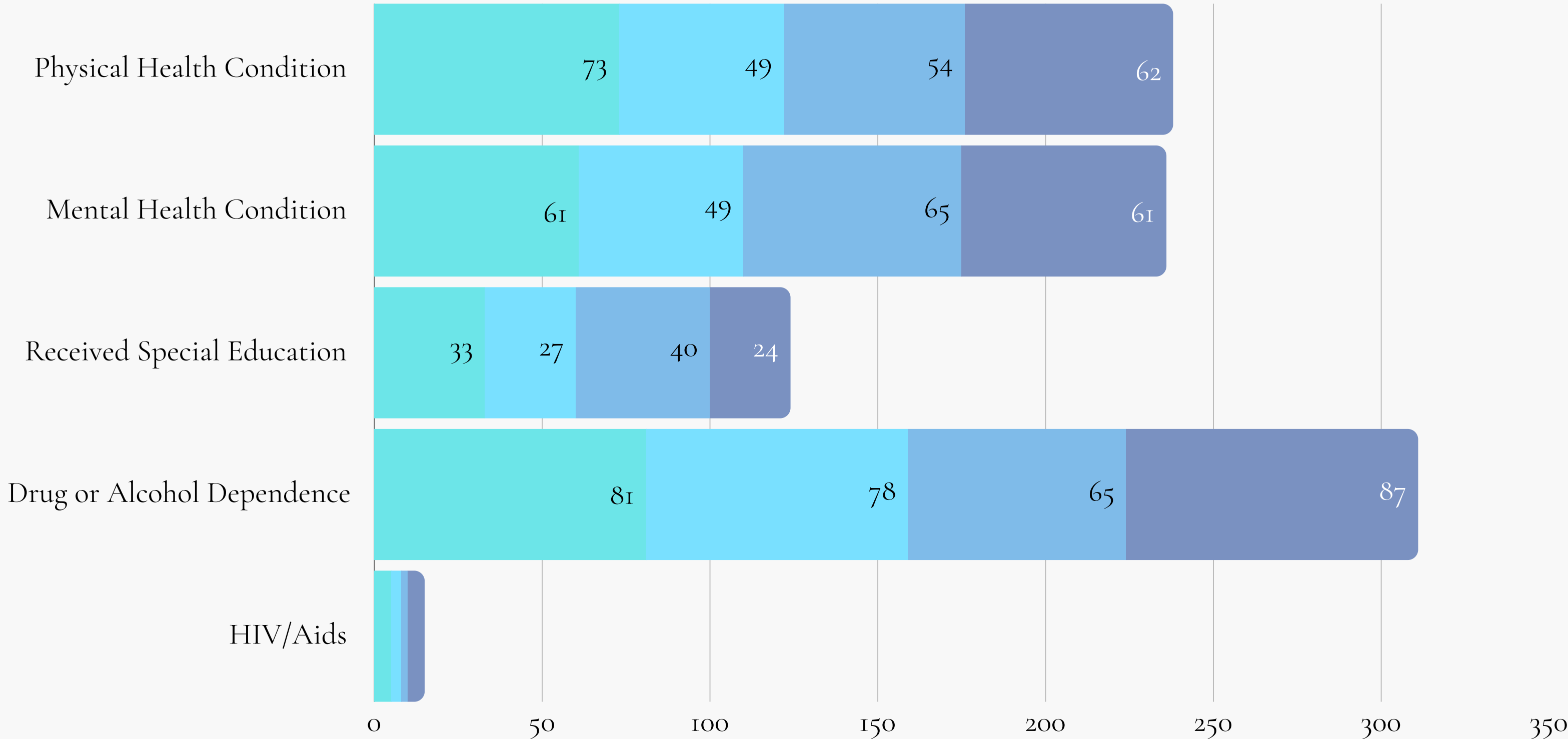
On the night of the PIT Count, there were 170 individuals on our BNL. Of these individuals, only 47 completed a survey

This equates to about 3 out of 11 individuals

Health Outcomes



2023 2024 2025 2026



Of the 87 individuals who reported they use substances, 33 indicated that their substance use began as a result of their homelessness



Community Feedback

What do those experiencing homelessness have to say?

Expressed a variety of housing related needs (57% or 104 responses)

- Affordable housing
- Rent concerns
- Shelters / places to sleep
- Transitional housing
- Safe camping

Greater supportive services

- Mental health care
- Substance use treatment / sober living
- Case management-type wrap-around support

Increased community and social support

- “Nicer people,” empathy, respect
- More community outreach
- Church/religious involvement
- General desire for people who “care”





Take Aways



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: May 12, 2026

RE: **ORDINANCE 2026-14: ANCHORING AND MOORING OF VESSELS**

Ordinance 2026-14 is an update of the regulations regarding anchoring and mooring of vessels. The original regulations were the result of the City's participation in a state of Florida pilot project. The legislature has since incorporated some of these rules and modified others in state-wide regulations under its authority to regulate the waters of the state. This ordinance removes preempted language and clarifies the continuing ownership rights of the City to its submerged lands, as well as, the City's authority to regulate matters not preempted.

Please place Ordinance 2026-14 on the regular agenda for second reading and public hearing at the June 8, 2026 City Commission meeting.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Ordinance 2026-14: Amendments to anchoring and mooring of vessels to conform with updates to state statute.



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. 2026-14

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 7, ARTICLE V, SECTION 7-93 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR ANCHORING AND MOORING TO CONFORM WITH UPDATES TO STATE STATUTE; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

THE PROPOSED ORDINANCE IS TO AMEND CERTAIN PROVISIONS OF THE CITY CODE REGARDING ANCHORING AND MOORING OF VESSELS TO CONFORM WITH UPDATES TO STATE STATUTE ADOPTION OF THE ORDINANCE WILL SERVE THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE PUBLIC AND SERVES A PUBLIC PURPOSE.

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

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

NONE.

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

NONE.

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

NONE.

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 7, ARTICLE V, SECTION 7-93 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR ANCHORING AND MOORING TO CONFORM WITH UPDATES TO STATE STATUTE; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine adopted a Harbor Management Plan in 2009, and designed and constructed mooring fields consistent with the city's ownership of its submerged lands and the purpose and intent of the management plan; and

WHEREAS, the City of St. Augustine was an original pilot project in cooperation with the state of Florida for regulations regarding anchoring and mooring of vessels; and

WHEREAS, the City of St. Augustine municipal code was amended to provide for these pilot project regulations; and

WHEREAS, after review and analysis of the pilot projects approved at different locations within the state, the Florida legislature adopted statutory rules effective throughout the state pursuant to its authority to regulate the waters of the state; and

WHEREAS, portions of the City of St. Augustine's municipal code that are now superseded and preempted by state statute need to be updated for clarity; and

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

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

Section 1. Amending Chapter 7, Article V, Section 7-93. Chapter 7, Article V, Section 7-93 is hereby amended, as follows:

"Sec. 7-93. Regulation of mooring fields for anchorage of vessels.

(a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(...)

County ordinance means St. Johns County Ordinance 2023-29 (prohibiting floating structures) as it may be amended from time to time.

(...)

Submerged lands means that real property transferred to the Florida municipal corporation of the City of St. Augustine in fee simple absolute from the State of Florida in Laws of Florida Chapter 6769 (1913) and Chapter 11148 (1925). They consist of all submerged lands previously owned by the State of Florida.

Trustee-owned submerged lands mean those submerged lands under the ownership and control of the State of Florida Board of Trustees of the Internal Improvement Trust Fund, managed by its agencies the Department of Environmental Protection, Water Management Districts, Fish and Wildlife Conservation Commission, and Department of Agriculture and Consumer Services.

(...)

Waters of the state shall have that meaning as described in Florida Statutes §§ 327.02, 373.019, and 403.031. They consist of waters above land and below land.

(b) Authority of the city. The city possesses both regulatory authority within the municipal boundaries of the City of St. Augustine, unless preempted by law, and the City of St. Augustine also possesses rights appurtenant to fee simple ownership of its submerged lands. The State of Florida has delegated to its state agencies management of State submerged lands (trustee-owned submerged lands), pursuant to F.S. § 253.002, but the State recognizes that it has transferred to the city in fee simple ownership submerged lands within the boundaries of the City of St. Augustine by special act of the legislature. As such, the State of Florida does not have any ownership rights to the city's submerged lands but does have the right to regulate the waters of the state above and below the city's submerged lands. The city as owner of the submerged lands manages the proprietary rights associated with ownership. Chapter 7, Article IV of the municipal code provides for the use of the city's submerged lands through a contractual instrument between a private party and the city to construct, maintain and operate structures affixed to the city's submerged lands such as docks, piers, boat ramps, boardwalks, mooring pilings, or any other structure. The terms of the contractual instrument (the submerged lands lease) are as established by ordinance and contract. Similarly, the city owns and operates the municipal marina and can enter into contracts for dockage, wharfage, and mooring under terms and conditions consistent with its fee simple ownership. State statutes F.S. § 327.59 and F.S. §327.4109 recognize private ownership and contractual rights in non-state-owned submerged lands, moorings, and marinas.

(bc) Establishment of mooring fields. The city hereby establishes mooring fields for the mooring of vessels within the municipal boundaries of the city. The dimensions and locations for said mooring fields are hereby established and are described by the survey map contained in the City of St. Augustine Harbor Management Plan dated

December 14, 2009 and incorporated herein by reference and any amendments to that survey map subsequently authorized by resolution of the city commission.

(ed) *Designation of authority for management of mooring fields.* The city manager shall undertake development, construction, maintenance, repair, operation and enforcement of rules and regulations regarding the mooring fields established hereby. The city manager shall appoint a harbormaster to undertake under the supervision of the city manager or his or her designated appointee all duties related to the management of the mooring fields and enforcement of the rules and regulations hereby adopted.

(de) *Powers and duties of the harbormaster.* In addition to any duties that may be assigned from time to time, the harbormaster shall have the following powers and duties:
(...)

(6) To require owners or operators of vessels or floating structures (if authorized) subject to the marine sanitation requirements of F.S. § 327.53 contractually utilizing the city's marina or mooring fields to provide proof of proper sewage disposal by means of an approved sewage pumpout service, approved sewage pumpout facility, or approved waste reception facility when anchored or moored for more than 10 consecutive days. In addition, owners and operators of live-aboard vessels, floating structures (if authorized), and commercial vessels, excluding commercial fishing vessels, within any areas of the city's jurisdiction must provide proof of sewage pumpout requirements, consistent with F.S. § 327.60. inspect the y-valves and marine sanitation devices and seal the y-valves as soon as possible after entry of a vessel to a mooring field and as soon as possible after entry of a vessel to an anchorage area located outside a mooring field and to inspect the sealed y-valves at noticed and scheduled intervals not fewer than three (3) months apart.

(ef) *Rules and regulations.* The city manager shall cause to be prepared and distributed rules and regulations governing the development, construction, maintenance, repair and operation of the mooring fields created hereby and shall direct enforcement of the rules and regulations. The city commission shall approve, and hereby does approve by enactment of this section, the rules and regulations as contained in the City of St. Augustine Harbor Management Plan dated December 14, 2009 and incorporated herein by reference and any amendments to the City of St. Augustine Harbor Management Plan authorized by resolution of the city commission.

(fg) *Amendment to rules and regulations.* Any amendment to the rules and regulations hereby adopted shall be effected by the city manager subject to review by the city commission.

(gh) *Private moorings and anchorages and obstructions prohibited.* No person may place private moorings or anchorage facilities or any obstruction to navigation or other obstruction of any kind in the Matanzas River, the San Sebastian River, Salt Run or any channels or harbors of the Matanzas River, the San Sebastian River, Salt Run or any submerged lands owned by the city within the municipal boundaries of the city.

(hi) *Anchorage of live-aboard vessels at locations outside designated mooring fields.* No person shall anchor or leave at anchor in the waters located within the municipal boundaries of the city and outside a designated mooring field a live-aboard vessel. In addition, the county ordinance prohibiting floating structures is adopted by reference.

(ij) *Mooring fields.*

(...)

(jk) *Anchorage areas.* The city's law enforcement officers will enforce all state regulations prohibiting or limiting anchoring or mooring as described in F.S. § 327.4109. In addition, the city will enforce all its regulations as they apply to the city's mooring fields on city owned submerged lands. Marina evacuations will comply with the harbor master or law enforcement directives consistent with the provisions of F.S. § 327.59. Persons may anchor vessels in anchorage areas located outside designated mooring fields subject to the following regulations:

- ~~(1) The vessel operator must make a reasonable effort to remove all ground tackle upon leaving the anchorage.~~
- ~~(2) No person shall allow a stored or occupied vessel to anchor at any location which allows the vessel or any portion of the vessel to be closer than fifty (50) feet from the defined boundaries of the channel located in the San Sebastian River.~~
- ~~(3) No person shall allow a stored or occupied vessel to anchor at any location which allows the vessel or any portion of the vessel to be closer than one hundred (100) feet from the marked boundaries of an established mooring field.~~
- ~~(4) No person shall allow a stored or occupied vessel to anchor at any location which allows the vessel or any portion of the vessel to be closer than five hundred (500) feet from the marked boundaries of the shell fish harvesting area located in the southern end of Salt Run between dusk and dawn. Dusk and dawn are defined respectively to include the times beginning thirty (30) minutes after the official time of sunset and ending thirty (30) minutes prior to the official time of sunrise.~~
- ~~(5) No person shall allow a stored or occupied vessel to anchor at any location which allows the vessel or any portion of the vessel to be closer than fifty (50) feet from any marine structure such as public docks, private docks, public seawalls, private seawalls, boat ramps and dolphins. This prohibition does not include mooring balls and crab traps.~~
- ~~(6) No person shall allow a vessel occupied by persons to anchor at any location within the municipal boundaries of the City but outside of a designated mooring field for more than thirty (30) consecutive days in any forty-five (45) consecutive day period. After midnight of the thirtieth consecutive day, the person shall relocate the vessel to a mooring field or to a location outside the municipal boundaries of the city, unless the safe harbor condition is invoked by the city manager or his or her designee. The city manager or his or her designee may consult with the captain, operator or other authorized representative of a vessel with regard to determining the need for a safe harbor designation. The city manager or his or her designee shall exercise final authority for making a safe harbor designation.~~
- ~~(7) No person shall allow a vessel unoccupied by persons to anchor at any location within the municipal boundaries of the city but outside of a designated mooring field unless the vessel gets underway on at least two (2) occasions during each calendar year, once during the month of February and once during the month of August, using its own propulsion system and travels to the city marina.~~
 - ~~a. At the marina, marina staff will verify the ability of the vessel to get underway and may collect and verify contact information for the owner and/or authorized representative of the owner of the vessel for use in emergency and storm events. This information may include the name, current address and phone number of the owner and/or operator of the vessel, and the vessel's registered~~

~~name and state identification number. This information may be subject to disclosure as a public record pursuant to F.S. ch. 119, unless otherwise legally exempt.~~

~~b. Upon satisfactory completion of the biannual demonstration of the ability to get underway and of the collection of the required contact information, the marina staff shall issue and apply to the vessel at no cost a medallion certifying completion.~~

~~c. The issuance of a medallion shall not be considered proof that between the biannual dates of issuance the vessel remains able to get underway.~~

~~(kl)~~ *Health and sanitation regulations.*

- (1) Health and safety statutes, ordinances and regulations. All vessels moored, anchored, docked or tied to lands, docks, piers or wharves in or abutting the public waterways located in the city or anchored or moored in the submerged lands located within the city shall observe and satisfy all federal, state and local statutes, ordinances and regulations related to health and safety. The city's law enforcement officers will enforce marine sanitation requirements of F.S. § 327.53 and may issue citations consistent with F.S. § 327.565.

(...)

(3) *Provision for disposal required.*

- a. Any person operating, anchoring or mooring a boat within the boundaries of the public waterways located within the city shall make provision consistent with local, federal and state law for the lawful disposal of all human waste, sewage, garbage, paper, bottles, cans, refuse, debris, fuel, oil or oily bilge water in order to prevent the discharge of said material and debris into the public waterways.

(...)

~~(lm)~~ *Removal and impoundment of dangerous or hazardous vessels.* Any vessel, due to fire, explosion, accident, or negligence, which in the determination of the city manager or his or her designee creates an immediate danger to life or property, hazard to navigation or imminent environmental hazard shall be subject to immediate removal and impoundment of the vessel, and costs incident thereto shall be borne by the vessel owner.

~~(mn)~~ *Abandoned, derelict and wrecked vessels and illegal floating structures.*

~~(1)~~ No abandoned, derelict or wrecked vessel or illegal floating structure shall be allowed. The city will cooperate with other state and local enforcement agencies to remove vessels or other floating structures that are a public nuisance, unauthorized, derelict or at risk of becoming derelict consistent with F.S. §§ 327.4107, 327.53(7), 327.73(1)(aa), 705.103(2) and (4), or 823.11(3), in or upon the city waters or the shores of the city. No vessel which is likely to damage private or public property or become a hazard to navigation shall be permitted to anchor, dock or moor in city waters. The city manager or his or her designee shall determine whether any vessel is abandoned, derelict or wrecked, whether a vessel is not seaworthy or whether a floating structure is illegal, and, if so determined and as may be authorized by interlocal agreement or state law, the city manager or his or her designee shall take steps for its removal as follows:

- ~~a. To the extent possible and as soon as possible, notify the owner or other responsible party of the determination; and~~

~~b. If the owner or responsible party fails to remedy the condition, in the manner and time directed, the city manager or his or her designee shall then notify the registered owner and any other party known by the city to have an interest in the vessel or floating structure in writing specifying the remedy required and the time frame for completion of said remedy.~~

~~In addition to the penalties herein, the city may choose to remove, or cause to be removed, the vessel or floating structure. The responsible party shall be required to reimburse the city for the costs incurred in the removal. If the responsible party fails to reimburse the city for the costs of removal, the city may place a lien on the responsible party's real and personal property for the costs incurred by the city. The city may foreclose on the lien, or seek a money judgment, as provided for by state law.~~

~~(2) Notwithstanding the above, if the city manager or his or her designee determines that a vessel or floating structure is an imminent risk to the health, safety and welfare of the residents of the city, or is likely to immediately damage private or public property or is an immediate hazard to navigation, the city may take all steps necessary to immediately remove, or cause to be removed, the vessel or floating structure without written communication.~~

~~(no)~~ Fees. All fees for use of designated mooring fields shall be set by the city manager subject to review by the city commission during the city's annual budget meetings.

~~(op)~~ *Trespassing vessels and dinghies.*

(...)

~~(pg)~~ Repairs prohibited. No person shall repair or renovate any vessel or dinghy while moored or tied to the municipal docks or in the city mooring fields or while located on any public lands within the municipal boundaries of the city without the written permission of the harbormaster.

~~(qr)~~ Hanging washing on vessels prohibited. No person shall hang or cause to be hung clothes or other wearing apparel on the outside of any vessel or dinghy docked, moored or operated within the municipal boundaries of the city.

~~(rs)~~ Enforcement. The provisions of this section 7-93 shall be enforced by the division of law enforcement of the ~~fish~~ Fish and ~~wildlife~~ Wildlife conservation ~~Conservation~~ commission and its officers, the Sheriff of St. Johns County and his or her deputies and the Chief of Police of the City of St. Augustine and his or her officers. City or County violations prosecuted pursuant to the authority under code enforcement may also be prosecuted by local code enforcement officers.

~~(st)~~ Procedures for prosecution of violations.

(1) Unless cited under the authority of a federal or state statute, or pursuant to code enforcement proceedings subject to noticing, The the law enforcement agency issuing a citation for violation of this article shall present the completed violation to the owner or occupant of the subject vessel or, in the alternative shall mail the citation to the owner of the vessel at the mailing address included on the title or registration of the vessel by U.S. Mail, certified, return receipt requested.

(...)

~~(tu)~~ Penalties. Offenses under this section shall be punishable by the imposition of fines as established below:

(1) First offense: \$100.00.

(2) Second offense: \$250.00.

(3) Third or subsequent offense: \$500.00.”

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

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

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

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

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)

ORDINANCE NO. 2023-29

AN ORDINANCE OF ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, PROHIBITING FLOATING STRUCTURES; PROVIDING FOR A TITLE; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE PROHIBITION OF FLOATING STRUCTURES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE CODE ENFORCEMENT CITATION ORDINANCE OF ST. JOHNS COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, St. Johns County ("the County") has recently seen a rise in the anchoring and mooring of non-water dependent Floating Structures; and

WHEREAS, Florida Statute 327.02(14), defines a floating structure as "a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property; the term includes but is not limited to, an entity used as a residence, place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; or a mining platform, dredge, dragline, or similar facility or entity represented as such."; and

WHEREAS, "Floating Structures" are defined separately from "vessels" or "boats" under Florida Statute 327.02 and Florida State Constitution Section 1(b), Article VII; and

WHEREAS, the courts have adopted an objective test, that eliminates an owner's subjective intent in determining whether a "floating structure" is a "vessel" in *Lozman v. City of Riviera Beach*, 568 U.S. 115 (2013), "a reasonable observer, looking to its physical characteristics and activities, would not consider it to be designed to any practical degree for carrying people or things on water"; and

WHEREAS, anchoring or mooring of Floating Structures within the Waters of the County poses a special risk to persons and property as these structures are usually not self-propelled and cannot be quickly move during emergencies; and

WHEREAS, the arbitrary anchoring of Floating Structures in the Waters of the County creates a hazard to the safety of others that may utilize those waters; and

WHEREAS, the Waters of the County are environmentally sensitive aquatic habitats and Floating Structures within the territorial jurisdiction of the State of Florida and the Waters of the County may pose a significant threat to the environment, human health, and navigational safety through the potential discharge of sewage, oil, or other hazardous substances into the marine environment, may physically damage surrounding ecosystems, and may proliferate marine debris; and

WHEREAS, a Floating Structure may be difficult or impossible to timely remove in

emergencies without the ability to quickly locate an owner; and

WHEREAS, the requirement that a Floating Structure be anchored, moored, or tethered at public or private marinas or mooring fields after sunset will greatly decrease the potential of damage or injury and protect the health, safety, and welfare of the public and is in the public interest; and

WHEREAS, under Section 327.60, Florida Statute, counties have the authority to prohibit or restrict the mooring or anchoring of floating structures, live-aboard vessels, or commercial vessel, excluding commercial fishing vessels, within their jurisdiction; and

WHEREAS, neither the United States nor the State of Florida have preempted the several states or local governments from legislating in the field of floating structure regulation; and

WHEREAS, Section 1(f), Article VIII, of the Florida Constitution, vests the Board with the authority to enact countywide ordinances not inconsistent with general law except an ordinance in conflict with a municipal ordinance shall not be effective within the municipality to the extent of such conflict; and

WHEREAS, Section 192.001(17), Florida Statute, provides, in pertinent part, that “[a] floating structure is expressly included as a type of tangible personal property.”; and

WHEREAS, under Florida law, there is no recognized common law, constitutional, or statutory littoral or riparian right to Anchor, Moor, or otherwise indefinitely or permanently affix or situate a floating structure upon or over Waters of the County, including but not limited to upon sovereign submerged lands; and

WHEREAS, the Board finds that this Ordinance is necessary to advance the County’s public health, safety, and welfare to protect the natural environment within the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are hereby adopted as legislative findings by the St. Johns County Board of County Commissioners and incorporated and made a part of this Ordinance.

Section 2. Title. This Ordinance shall be titled the “St. Johns County Floating Structure Prohibition Ordinance.”

Section 3. Applicability. This Ordinance shall be applicable within the incorporated and unincorporated areas of the County, unless a municipality opts out or adopts an ordinance in conflict, in which case this Ordinance shall be effective to the extent not in conflict with the municipal ordinance.

Section 4. Definitions. For the purposes of this ordinance the following definitions shall be used.

“Anchor” means the use of traditional ground tackle, typically including an anchor,

anchor chain, and line appurtenant to a Floating Structure and used to hold a Floating Structure in place.

“Barge” means a Vessel that does not have living quarters, is not propelled by its own power, and is designed to be pushed or pulled by another Vessel.

“Floating Structure” means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water, but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, place of business or office with public access, hotel or motel, a restaurant or lounge, a clubhouse, a meeting room, a storage or parking facility, or a mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term “vessel” as defined in Section 327.02, Florida Statute, as may be amended. Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a Floating Structure. Registration of the entity as a Vessel in accordance with Chapter 327, Florida Statute, shall not preclude an entity from classification as a Floating Structure. In the event of a dispute as to whether an entity constitutes a “Floating Structure” versus a “vessel”, such dispute shall be exclusively determined under a preponderance of the evidence standard, by analyzing the following objective criteria which are attributes of a Floating Structure: (1) it is incapable of self-propulsion, which means it does not have effective means of propulsion for Safe Navigation, (2) it does not have a rudder or other steering mechanism, (3) it does not have a rake hull, which is designed to move smoothly through the water with little effort, (4) it has a rectangular or a square bottom, (5) its draft is not comparable to the drafts of Vessels of similar physical size, (6) its documented past geographical movement is infrequent, (7) it cannot be moved over meaningful distances without dangerously or hazardingly swinging from side-to-side, (8) it does not have a (lawful) capacity to generate or store electricity, (9) it does not have a bilge pump(s) for effective means to dewater, (10) it does not have an approved marine sanitation device(s), (11) its above water surface area(s) bear similarity to the interior or exterior of a land-based residential or commercial structure, (12) it has ordinary windows, open doorways, or unsealed doors, which means doors and doorways are designed to be enclosed are incapable of being sealed off or remain open to the elements for extended periods of time, (13) it does not have any other physical features that might suggest to an objective reasonable observer a design to transport over water anything other than its owns furnishing and related personal effects, and (14) it is not titled and registered as a Vessel. Payment of a tangible personal property tax regarding the entity in question or issuance or receipt of a tax exemption thereto, pursuant to Section 192.001(17), Florida Statutes, as may be amended, shall constitute prima facie evidence that the entity in question constitutes a “Floating Structure” under this Ordinance.

“Houseboat” means a Vessel that is used primarily as a residence for at least twenty-one (21) days during any thirty (30) day period if such residential use of the Vessel is to the preclusion of its use as a means of transportation.

“Jack Up Rig” means a self-elevating unit that is a type of mobile platform that consists of a buoyant hull fitted with a number of movable legs, capable of raising its hull over the surface of the sea.

“Lawfully Moored” means moored to a mooring ball, mooring buoy, or dock when such mooring is authorized under federal, state, and/or local law(s) and has received all required federal, state, local permits and approvals to so moor.

“Live-Aboard Vessel” means a Vessel used solely as a residence and not for navigation, or a Vessel for which a declaration of domicile has been filed pursuant to Florida Statute 222.17, or a Vessel used as a residence that does not have an effective means of propulsion for Safe Navigation. Commercial fishing Vessels are expressly excluded from the term “live-aboard vessel.”

“Marine Facility” means an accessory building or structure which is used to take a boat into or out of a water body, to Moor, to berth, or to store a Vessel or Floating Structure, but shall not include any building used for human habitation or any boat service, repair or sale facility.

“Moor” means the act of securing a Floating Structure in the water by means of a permanent or semi-permanent mooring system affixed to the bottom of the water body. As used in this Ordinance, to moor or a mooring shall include other meanings of mooring such as tying off a Floating Structure to upland vegetation or to pilings, posts, or stakes.

“Private Mooring” means the act of securing of a Floating Structure in the water by means of a permanent or semi-permanent mooring system affixed to the bottom of the water body where the bottom is owned by a private person or entity that is not the local, state, or federal government.

“Public Mooring Field” means an area within a public body of water where the public can legally secure their Floating Structure to a mooring buoy that is attached to the bottom of the water body with a permanent anchor.

“Safe Navigation” means the ability of the Floating Structure operator to make headway, properly steering the floating structure on a predetermined course without substantial risk of injury or damage to other persons, the Floating Structure, or property solely from the Floating Structure’s operation.

“Vessel” is synonymous with “boat” as referenced in s. 1(b), Art. VII of Florida’s State Constitution and means every description of watercraft, Barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

“Waters of the County” means all portions of those public waters, up to and including the mean high water mark, located within the geographic boundary limits of St. Johns County, which waters include waters within the jurisdictional boundaries of a

municipality and waters within the jurisdictional of the state, including, but not limited to all navigable and non-navigate waterways, canals, lagoons, bayous, bays, rivers, lakes, streams, springs, impoundments, and all other bodies of water, including fresh, brackish, saline, tidal surface, or underground, and including surface waters created by the removal of soil from uplands, but excluding any area preempted by law.

Section 5. Prohibition of Floating Structures.

- (a) It shall be unlawful for any person to Anchor, Moor, tie off, or otherwise affix a Floating Structure upon, or to, the Waters of the County.
- (b) It shall be unlawful for any person to Anchor, Moor, tie off, or otherwise affix a Floating Structure to publicly owned vehicles.
- (c) It shall be unlawful for any person, within waters or submerged land included within the Waters of the County, to Anchor, Moor, tie off, or otherwise affix a Floating Structure to one or more plant species protected by federal, state, or local law(s), rule(s), or regulation(s) pursuant to an endangered, threatened, or species of special concern designation or listing.
- (d) It shall be unlawful for any person, within waters or submerged lands included within the Waters of the County, to Anchor, Moor, tie off, or otherwise affix a Floating Structure to one or more plant species (including, but not limited to, mangroves) whose defoliation or destruction is subject to special permitting requirements under the Florida Mangrove Trimming and Preservation Act, codified at Section 403.9321-403.9333, Florida Statutes, as may be amended or supplemented.
- (e) It shall be unlawful for any person to construct, place, or maintain a Floating Structure or proximately causing or proximately contributing to the construction, placement or maintenance of a Floating Structure in violation of this Ordinance.
- (f) It shall be unlawful for any person to store items upon, occupy, or reside upon a Floating Structure within waters or submerged lands included within the Waters of the County or publicly owned uplands.
- (g) Any municipality that later adopts this ordinance may independently enact its own separate-and-distinct subsection of enumerated prohibitions.

Section 6. Exceptions are created as follows:

- (a) This Ordinance shall not apply to Floating Structures Lawfully Moored in a permitted Public Mooring Field. For purposes of this section, "Lawfully Moored in a permitted Public Mooring Field" means moored to a mooring ball or mooring buoy that is authorized under federal, state, and local law(s), which

has received all required federal, state, and local permits and approvals, and which is situated within a mooring field managed by a local government.

- (b) This Ordinance shall not apply to Floating Structures Lawfully Moored in a permitted Private Mooring. For purposes of this section, "Lawfully Moored in a permitted Private mooring" means moored to a mooring ball or mooring buoy when such mooring is both authorized under federal, state, and local law(s), and has received all required federal, state, and local permits and approvals to so moor.
- (c) This Ordinance shall not apply to a Floating Structure moored or docked at a lawfully established marina or Marine Facility. It is the responsibility of the owner(s) or proprietor(s) of lawfully established marinas and marine facilities to ensure that Floating Structures moored thereto comply with all applicable local, state, and federal proprietary, safety, environmental, and pollution controls laws, rules, and regulations.
- (d) This Ordinance shall not apply to Vessels, including but not limited to Barges, Jack Up Rigs, Houseboats, and Live-Aboard Vessels.
- (e) This Ordinance shall not apply to Floating Structures that are Lawfully Moored or anchored above privately-owned submerged lands.
- (f) This Ordinance shall not apply to Floating Structures that are part of a permitted construction project or a permitted dredging activity.
- (g) This Ordinance shall not apply to a Floating Structure that federal, state, and local proprietary laws and regulations expressly permit, when such Floating Structure has received all such required federal, state, and local permits and approvals (such as a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to Chapter 403, Florida Statutes, and Chapter 62, Florida Administrative Code, as may be amended, and by all applicable federal permitting agencies), and is in compliance with all conditions of said permits and approvals.
- (h) This Ordinance shall not apply to government waterway markers; such as, regulatory markers and aids to navigation (the latter including, but not limited to, channel markers, danger markers, information markers, and aids of no lateral significance).
- (i) This Ordinance shall not apply to a waterway marker when that marker is both authorized under federal, state, and local law(s), and when its owner(s) and permittee(s) have received all required federal, state, and local permits and approvals to so place or maintain that waterway marker.
- (j) Any municipality that later adopts this ordinance may independently enact its own separate-and-distinct subsection of enumerated exceptions.

Section 7. Enforcement; Penalties

- (a) Any law enforcement officer or Code Enforcement Officer acting within his/her jurisdiction is authorized to enforce this Ordinance.
- (b) The violation of any provision of this Ordinance may be enforced pursuant to Section 125.69(1), Florida Statute, as may be amended, and shall be punishable by a fine not to exceed five hundred dollars (\$500.00) per day, by imprisonment in the county jail not to exceed sixty (60) days, or by both such fines and imprisonment.
- (c) Civil Authority to Dismantle or Remove Offending Floating Structure. The violation of any provision of this Ordinance may be enforced pursuant to the procedures and penalties of Section 162.01 Florida Statutes. For any violation of this Ordinance, St. Johns County may initiate an original county or circuit court action, or special magistrate proceeding pursuant to Chapter 162, Florida Statutes. The County may dismantle or remove a Floating Structure held in violation of this Ordinance, and at its sole discretionary election may arrange to store or return it to the rightful owner, upon the owner's payment of all reasonable costs associated with said dismantlement, removal, or storage.
- (d) In addition to the sanctions contained herein, this Ordinance may be enforced through any other appropriate legal action, including, but not limited to, seeking cease and desist orders, instituting other administrative actions, and requesting temporary and permanent injunctions to enforce the provisions this Ordinance. It is the purpose of this Ordinance to provide additional and cumulative remedies.
- (e) Each day a violation of this Ordinance occurs shall constitute a separate offense and be punishable as such.
 - a. When a Floating Structure is found to be in violation of this Ordinance, notice shall be placed upon such Floating Structure notifying such owner(s), whether known or unknown, that the Floating Structure is in violation of this Ordinance. Owner(s) shall be given twenty-one (21) calendar days from the date of the posting of the notice to remove the Floating Structure, except when there is an impending tropical system, in which case an owner(s) shall be given twenty-four (24) hours from the date and time of the posting of the notice to remove the Floating Structure. Such notice shall be substantially in the following form:

**“NOTICE OF ILLEGALLY ANCHORED OR MOORED
FLOATING STRUCTURE**

St. Johns County Ordinance 2023-29 prohibits the anchoring, mooring, tying off, or otherwise affixing of Floating Structures except when Lawfully Moored in a permitted Public Mooring Field or permitted Private Mooring, or as otherwise permitted under the Ordinance. This Floating Structure is currently in violation of Ordinance 2023-29 and is subject to enforcement under the Ordinance. You are hereby notified that you must remove the above-described Floating Structure by no later than _____ (date), failing to do so will result in the Floating Structure being removed or destroyed and you will be responsible for expenses including but not limited to all costs of removal, storage, disposal, and fines, and administrative costs as applicable”.

- b. The “NOTICE OF ILLEGALLY ANCHORED OR MOORED FLOATING STRUCTURE” shall also be mailed by First-Class mail to the owner of the Floating Structure, if known. Evidence that an attempt has been made to mail such notice, if the owner is known, together with proof of posting, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.
- (f) If a person fails to pay the civil penalty or request a hearing, fails to appear in court to contest the citation when a hearing has been requested, or fails to appear in court as may be required, the court may enter judgment for an amount not to exceed \$500.00 per infraction and/or may issue a rule to show cause upon the request of the County. The court rule shall require such person to appear before the court to explain why action on the citation has been taken. If any person who is issued such rule fails to appear in response to the court’s directive, the person may be held in contempt of court. At any hearing pursuant to this Ordinance, the commission of a violation must be proved by a preponderance of the evidence. The Florida Rules of Civil Procedure and Florida Evidence Code shall be applicable.
- (g) Costs. Any court of competent jurisdiction, administrative hearing officer, the St. Johns County Special Magistrate, and the code enforcement boards and special magistrates of each municipality within the county, are authorized to impose against violators of this Ordinance any costs associated with the dismantlement, removal, impoundment, or storage of any Floating Structure held in violation of this Ordinance.
- (h) Joint and Several Liability. All owners, part owners, joint owners, tenant-in-common, tenants in partnership, joint tenants, tenants by the entirety, lessees, sub-lessees, assignees, sub-assignees, and holders of legal or beneficial title to or interest in a Floating Structure that is in violation of this Ordinance, shall be jointly-and-severally liable with respect to any legal or equitable judgment or relief obtain in enforcing this Ordinance.

- (i) Collection of Penalties. All civil penalties shall be paid to and collected by the Clerk of Court as provided by law.
- (j) No Waiver or Estoppel. It being that St. Johns County, the State of Florida, federal or state enforcement agencies, and municipalities within the county possess discretion to enforce this ordinance, such local governments' or state or federal enforcement agencies' delay or failure to enforce any provision contained in this ordinance, however long continued, shall not be deemed a waiver or estoppel of the right for the local government or state or federal enforcement agency to enforce this Ordinance at any time thereafter.
- (k) Authorization to Contract for Dismantling. The County is authorized to contract on an on-call basis with at least one marine salvage company to assist with the expeditious covering, dismantlement or removal of Floating Structures held in violation of this Ordinance. The County is authorized to cover, dismantle, or remove such offending Floating Structures pursuant to said contract.
- (l) Any person who willfully refuses to sign and accept a citation issued by an enforcement agent shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or 775.083, Florida Statutes.

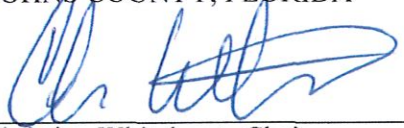
Section 8. Severance Clause. It is the intent of the Board of County Commissioners of St. Johns County, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, subsections, sentences, clauses, phrases, or provision of this Ordinance.

Section 9. Effective Date. This Ordinance shall take effect upon its being filed with the Department of State of Florida.

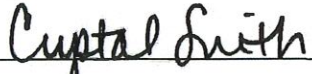
PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida,
this 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date AUG 03 2023

By: 
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the Court &
Comptroller

By: 
Deputy Clerk

Effective Date: AUG 04 2023



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FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Brandon Patty, Clerk of Circuit Attn: Natasha McGee, Deputy Clerk
CLERK OF THE COURTS
Minutes And Records
500 San Sebastian View

Saint Augustine FL 32084

STATE OF WISCONSIN, COUNTY OF BROWN

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

07/20/2023

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$108.80

Order No: 9066204

Customer No: 764114

PO #: 080123

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing to consider adoption of the following ordinance at a regular meeting on Tuesday, August 1, 2023, at 9:00 a.m. in the County Auditorium of the County Administration Building, 500 San Sebastian View, St. Augustine, Florida:
AN ORDINANCE OF ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, PROHIBITING FLOATING STRUCTURES; PROVIDING FOR A TITLE; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE PROHIBITION OF FLOATING STRUCTURES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE CODE ENFORCEMENT CITATION ORDINANCE OF ST. JOHNS COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida, and may be examined by interested parties prior to the said public hearing. Please take note that the proposed ordinance is subject to revision prior to hearing or adoption. All parties having any interest in said ordinance will be afforded an opportunity to be heard at the public hearing.

If a person decides to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings, and for such purposes he/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.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact ADA Coordinator, at 904-209-0400 or at the Facilities Management Department, 2416 Dobbs Road, St. Augustine, FL 32086. For hearing impaired individuals: Florida Relay Service; 1-800-955-8770, no later than 5 days prior to the date of this hearing.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, ITS CLERK
By: Yvonne King, Deputy Clerk
July 20, 2023; #9066204



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

August 7, 2023

FILED AUG 04 2023
St. Johns County
Clerk of Court

By: Crystal Smith
Deputy Clerk

Honorable Brandon Patty
Clerk of Courts
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Attention: Crystal Smith

Dear Honorable Brandon Patty,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns County Ordinance No. 2023-29, which was filed in this office on August 4, 2023.

Sincerely,

Anya Owens
Administrative Code and Register Director

ACO/wlh

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: May 28, 2026

RE: Ordinances – First Reading
Ordinance 2026-10 Amending Vehicles for Hire (Ch27) Ordinance

The City Commission directed staff to review how vehicles for hire and sightseeing motor and animal-drawn vehicle franchises operate in the city and recommend updates to the code for their consideration that will provide better alignment with the City's Mobility Plan, regulation and enforcement. Chapter 27 - Vehicles for Hire and Chapter 14 - Franchises are the sections of code that lay out the rules for these operators. The existing ordinances overlap and it was found that this creates confusion between staff and applicants that seek to operate in the city. The proposed amendments to the ordinances will create a clear distinction between Vehicles for Hire and Franchises. In short, any operator of a motor or animal-drawn vehicle that provides a tour as part of their business model will be required to be a franchise. The amendments to both chapters are being brought to the City Commission at the same time and require them to be adopted together to ensure proper implementation.

A workshop was held on May 8, 2026, and the following items were discussed and included in the ordinance for first reading:

1. Set limits for pedicab operators and number of cabs per operator. A limit of 15 operators and 2 cabs per operator is included in the ordinance. See Sec. 27-20.
2. Set more restrictive noise regulations for pedicabs. No music or loud noise is allowed for pedicabs. See Sec. 27-67(c).
3. Set penalties for Vehicles for Hire. Penalties were revised to match the Franchises and include an impoundment provision. See Sec. 27-13.
4. Include exclusion areas for neighborhoods. See Sec. 27-63 Restricted Areas.
5. Set insurance requirements for Vehicles for Hire. Insurance was updated to match the same insurance as Tier 2 and Horse Carriage Franchises. See Sec. 27-60.
 - a. Not less than five hundred thousand dollars (\$500,000) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence.
6. Include a code of conduct. See Sec. 27-33.

Attached is the amended ordinance for Chapter 27 Vehicles for Hire and the associated business impact statement for the City Commission's consideration. Staff are open to any suggestions and/or modifications about this subject.

Please let me know if you have any questions.

A handwritten signature in blue ink, appearing to read 'Reuben C. Franklin Jr.', is written over a horizontal line.

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

Attachments: Ordinance 2026-10 (Clean)
Ordinance 2026-10 (Redlined)
Business Impact Statement

Exhibit A
Ordinance 2026-10
(Clean)

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 27 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS FOR VEHICLES FOR HIRE; AMENDING ARTICLE I – IN GENERAL, ARTICLE II – VEHICLE DRIVERS, ARTICLE III – MOTOR VEHICLES FOR HIRE, ARTICLE IV – TRAILER TRAINS AND SIGHT-SEEING BUSES, AND ARTICLE V - TRANSPORTATION BY ANIMAL-DRAWN VEHICLES FOR PURPOSES OF TOURING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine finds it necessary to update and strengthen the regulations governing vehicles for hire in order to protect the public health, safety, and welfare, ensure high-quality mobility services, and maintain the orderly use of the public rights-of-way; and

WHEREAS, vehicles for hire including taxis, shuttles, buses, and other passenger-service providers—play a significant role in the City's transportation network and require appropriate regulations to ensure safe operations, responsible business practices, and protection of residents and visitors; and

WHEREAS, the City's Adopted Mobility Plan emphasizes the importance of well-regulated passenger-service operations to reduce congestion, improve multimodal safety, and ensure that the transportation system functions efficiently for residents, businesses, and visitors; and

WHEREAS, vehicles for hire contribute to overall transportation demand within the City's constrained historic street network, and appropriate regulation is necessary to prevent conflicts among vehicles, bicycles, pedestrians, transit services, and emergency response operations; and

WHEREAS, the City's unique historic character, narrow street corridors, and high pedestrian volumes require adopted standards to protect public safety and maintain the City's cultural, environmental, and economic vitality; and

WHEREAS, vehicles for hire play an important role in supporting tourism and local economic activity, but must do so under a regulatory framework that prioritizes public safety, equitable service access, and protection of public infrastructure; and

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

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

Section 1. Amending, reformatting and renumbering, Chapter 27, Articles I, II, III, IV, and V, Sections 27-23 through 27-149. Chapter 27, Articles I, II, III, IV, and V, Sections 27-23 through 27-149 of the Code of the City of St. Augustine are hereby amended, as follows:

“ARTICLE I. – IN GENERAL

Sec. 27-11. Definitions.

- (a) *Driver* shall mean any person identified by a permitted operator that will drive authorized vehicles for hire on behalf of the operator and who has been issued an identification badge by the city.
- (b) *Low speed vehicle* shall have the same meaning as defined by Florida law.
- (c) *Medallion* shall mean the vehicle identification issued pursuant to this chapter which represents the permission granted to operate the vehicle to provide vehicle for hire services within the jurisdictional limits of the city.
- (d) *Motor vehicle* shall have the same meaning as defined by Florida law.
- (e) *Operator* shall mean a person, company, or corporation that has applied for and been approved by the city to operator a vehicle for hire service, with one or more vehicles, within the jurisdictional limits of the city.
- (f) *Pedicab* shall mean either:
 - (1) A person powered, pedal assist, or electric bicycle that has, three (3) or more wheels, that transports, or is capable of transporting, passengers in a carriage with seats attached to the bicycle as part of the original manufactured design, that is operated by an individual and that is used for transporting passengers for monetary consideration; whether a stated fee or gratuity; or
 - (2) Self-propelled gas motorized bicycles, mopeds, motorbikes, or similar vehicle are prohibited from being used as a pedicab.
 - (3) A bicycle that has a single unarticulated frame, that pulls a carriage, sidecar or similar device that transports, or is capable of transporting,

passengers on seats attached to the sidecar or similar device, that is operated by an individual are prohibited.

- (g) *Permit* shall mean the approval issued by the city pursuant to this chapter which grants the privilege to operate a vehicle for hire service within the jurisdictional limits of the city.
- (h) *Transportation network company, transportation network company driver, and transportation network company vehicle* shall have the same meaning as defined by Florida law.
- (i) *Transportation system* shall mean all the alleys, highways, roads, and streets within the city. The term transportation shall be as defined by Florida law.
- (j) *Vehicles for hire (VFH)* shall mean any motorized or non-motorized vehicle permitted by Florida law to operate on the transportation system used for transporting persons for compensation; offered for hire as a means of transportation for compensation; generally held out as being for hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. Compensation includes fee, trade, or gratuity. The term excludes:
 - (1) Sightseeing motor vehicles
 - (2) College, School, and church buses;
 - (3) Ambulances;
 - (4) Funeral home vehicles;
 - (5) Any vehicle engaged in operations under a certificate or permit issued by the Interstate Commerce Commission;
 - (6) Horse drawn carriages;
 - (7) Shuttle buses/vehicles (a vehicle that is used for courtesy transportation without compensation);
 - (8) Passenger and transit vehicles owned, operated, leased or controlled by a governmental agency;
 - (9) Public transit, paratransit, or transportation services partially or fully funded by a government entity;
 - (10) Transportation network companies.
- (k) *Vehicles for hire (VFH) administrator* shall mean the city manager or designee authorized to administer this chapter regulating vehicles for hire. The determination of the VFH administrator shall be deemed the final administrative action unless otherwise specified.

Sec. 27-12. Applicability.

- (a) All operations of a vehicle for hire service rendered pursuant hereto shall be subject to the provisions of this chapter as a use of city property in compliance with adopted mobility plan and comprehensive plan regulations.

- (b) All operations of a vehicle for hire, except pedicabs, are prohibited from offering any sightseeing activities, charters, services, or tours. Offering any sightseeing activities are strictly limited to franchised horse drawn carriages, sightseeing motor vehicles, and pedicabs.

Sec. 27-13. Penalty and enforcement.

- (a) Violation of any provision of this article shall pay applicable fines and be punishable as provided in section 1-8 or code enforcement pursuant chapter 2, article VI of the Code.
- (b) The VFH administrator is authorized to enforce this article, and to adopt rules and forms for the proper administration and enforcement of this chapter.
- (c) The VFH administrator shall have the right to audit the records of the vehicle for hire operators for purposes of verifying compliance with this article.
- (d) In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties, which include code enforcement fines and administrative penalties:

County Court:

Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible. A citation issued by a code enforcement officer shall be in a form prescribed by the municipality consistent with Chapter 162.21, Florida Statutes.

- (a) A violation of this code is a civil infraction.
- (b) The civil penalty is \$500.00.
- (c) If the person who has committed the civil infraction does not contest the citation, the penalty shall be reduced by \$50.00, to \$450.00.
- (d) The issuance of a citation shall be by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
- (e) The citation may be contested in county court.

Suspension, revocation and impoundment administrative enforcement:

- (1) The penalty for a first violation under this chapter shall be an official written warning from the VFH administrator.
 - (2) The penalty for a second violation under this chapter shall pay applicable fines as permitted by code enforcement a \$500 fine and a second written warning from the VFH administrator.
 - (3) Upon three (3) violations under this chapter within a twelve month period, the operator will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty days. Should operations occur during the suspension period the vehicle may be impounded and the operator's license shall be revoked for the remainder of the license period.
 - (4) Upon four (4) violations under this chapter within a twelve-month period, the operator will have a hearing with the city commission to review the violations and may have the permit revoked or suspension levied.
- (f) Any law enforcement officer, code enforcement officer, or other authorized City official may order the removal, immobilization, or impoundment of any vehicle-for-hire operating within the City when one or more of the following conditions exist:
- (1) The vehicle is operating without a valid City-issued permit or license required by this Chapter.
 - (2) The vehicle is operating in violation of a suspension or revocation order.
 - (3) The vehicle is creating an obstruction to traffic or pedestrian movement.
 - (4) The vehicle is parked or operating in a location not authorized for staging, loading, or unloading.
 - (5) The vehicle is unattended and unlawfully present on public or City-controlled property.
 - (6) The vehicle is involved in an enforcement action, investigation, or arrest.
 - (7) The vehicle otherwise presents a risk to public health, safety, or welfare.

ARTICLE II. PERMIT

Sec. 27-20. Permit maximum.

For the purposes of consistency with the Comprehensive Plan, the City's adopted Mobility Plan, maintenance of traffic standards, as well as, safety and congestion management, the city shall issue no more than twenty five (25) vehicle for hire motor vehicle operator permits and no more than fifteen (15) pedicab operator permits with a maximum of two (2) cabs per permit at any given time but may issue less than this number in furtherance of its stated policies. Nothing herein is intended to limit the City of St. Augustine's delegated state

action authority conveyed by Section 111 of Chapter 11148, 1925 Laws of Florida, to control and regulate carriages, wagons and all other vehicles, as decided in Avalon Carriage Service v. Gamsey, order dated March 4, 2008, United States Middle District of Florida. There are no entitlements for operators as to the number of prior or future vehicle for hire permits.

Sec. 27-21. Vehicle for hire permit.

- (a) It shall be unlawful for any operator to provide vehicle for hire service in the city without obtaining an annual operator permit issued by the VFH administrator.
- (b) The operator is the entity responsible for all aspects of the vehicle for hire service including applying for and maintaining the annual permit, identifying drivers and securing their identification badges, securing medallions, and maintaining all vehicles.
- (c) The operator is responsible for payment of all required fees as set forth in the city's schedule of fees. Fees shall be paid prior to permit approval, annual renewals, issuance of medallions, and driver identification badges.
- (d) An operator's permit is valid for one year from the date of issuance and is non-transferable.

Sec. 27-22. Vehicle for hire permit application.

- (a) Application for the issuance or renewal of an operator permit shall be made in writing to the VFH administrator on a form provided by the city and signed and sworn to by the owner or by its authorized agent. Each application for issuance or renewal of a vehicle for hire permit shall include:
 - (1) The operator's name, address, email and telephone number; the date and state of formation; proof of active status with the Florida Division of Corporations authorizing it to do business under the laws of the State of Florida.
 - (2) An application for each driver working for the operator that includes documentation of a valid Florida driver's license, this includes all pedicab drivers.
 - (3) Proof of the insurance coverage as required by state statutes.
 - (4) Acknowledgment that the City will perform a background check for all drivers.
 - (5) The name, mailing, physical and email addresses and telephone number of a natural person(s) located within the State of Florida that the company has authorized to be its agent and a point of contact for the city with regards to:
 - a. Filing applications and paying rates and charges on behalf of the company; and
 - b. Receiving and accepting all legal process, correspondence and notices from the city pertaining to the company, or drivers operating for the company.

- (6) Business tax receipt.
- (b) The application shall include documentation as to the location where rates will be displayed on the vehicle. The application shall also include all acceptable methods of payment and how the allowable payment options will be displayed or conveyed to passengers.

Sec. 27-23. Vehicle detail requirements.

- (a) Each application shall provide detail related to the vehicles to be utilized to provide vehicle for hire service.
- (b) The application shall provide detail related to the number of passengers that can be accommodated per vehicle.
- (c) Every vehicle for hire operators shall utilize a unique trade name or registered D/B/A ("Doing Business As") name which is distinctive from and not substantially similar to any existing animal drawn vehicle or sightseeing vehicle franchise. All trade names or registered D/B/A names are subject to approval by the VFH administrator prior to permit issuance.
- (d) The following are vehicle detail requirements to be included with the application:
 - (1) The applicant shall provide documentation related to the appearance and design of all vehicles for hire. Each applicant shall provide designs that are unique and distinct from existing animal drawn vehicle or sightseeing vehicle franchise.
 - (2) The appearance, external dimensions, and design approval may be based on photographs, images and/or schematic diagrams of the vehicle, except for pedicabs.
 - (3) It shall be unlawful for a VFH operator to operate any vehicle for hire where the appearance and design of which has not been approved by the VFH administrator.
 - (4) No vehicle for hire may carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the vehicle for hire shall carry writings or signs in a manner to be approved by the VFH administrator which identifies each vehicle and operator.
- (e) The VFH administrator may approve limited duration special event advertisements on pedicabs. The pedicab operator shall seek prior authorization from the VFH administrator and shall provide details and an example of the advertisement that is event specific. The VFH administrator may approve limited duration pre-event advertisement leading up to the date of the event. This provision is not intended to allow for advertisements other than for special events that have been approved by the VFH administrator. No advertisements shall be approved using automatic changeable signage, videos, scrolling text or images or any other advertisement that would lead to distracted driving by adjacent vehicles. If law enforcement, code enforcement, or FDOT finds any advertisement to potentially be unsafe or against code and notifies the operator, driver or

VFH administrator, the advertisement shall be promptly removed from the pedicab.

Sec 27- 24. Permit issuance.

Upon receipt of an application for the issuance or renewal of a permit, the VFH administrator may verify all information provided in the application for compliance with all applicable provisions of this article. The city may issue a permit and identification badges for drivers if doing so is consistent with the City's adopted Comprehensive Plan, Mobility Plan, and policies, and if the applicant has met the requirements and has paid the required permit fees. It shall be unlawful for any person to drive or operate a vehicle for hire until issuance of a permit.

Sec. 27- 25. Annual renewal.

Annual fees proportionate to the cost of administration of the vehicle for hire program will be adopted as part of the city's schedule of fees and are to be paid annually by permit holders.

ARTICLE III. VEHICLE DRIVERS

Sec. 27-30. Florida driver's license.

Every vehicle for hire driver shall be required to have a valid Florida driver's license and maintain such driver's license in accordance with Florida law, this includes all pedicab drivers.

Sec. 27-31. Vehicle operation.

Every vehicle for hire driver and passenger shall be required to operate and ride in the vehicle for hire consistent with Florida Uniform Traffic Control Law and local regulations.

Sec. 27- 32. Driver's registration.

The operator of vehicle for higher services shall ensure that each of its drivers are registered with the city and receive an identification badge. Each driver is required to be photographed by the VFH administrator or submit two copies of photos as specified on operator application forms or driver registration forms. Duplicates of such photograph shall be retained by the city and shall appear on the identification badge issued pursuant to this article.

Sec. 27-33. Driver's appearance, conduct and identification.

Every vehicle for hire driver shall be clean and neat in appearance, including wearing a shirt and shall, while on duty, have on the driver the identification badge issued by the city bearing the inscription, "Vehicle for Hire Driver." The inscription may include the word "Licensed", "Approved", "Permitted", or "Authorized" before Vehicle. The identification badge shall also include the operator's name, the driver's name, the official city photograph of the driver and the seal of the City of St. Augustine, and the year for which the badge is valid. Said badge shall be worn in plain view at all times while engaged in the provision of vehicle for hire services.

Drivers shall adhere to the following code of conduct:

- (a) Be courteous, respectful and professional with all passengers and the public.
- (b) Avoid abusive language, harassment, bullying or discrimination with all passengers and the public.

Sec. 27- 34. To remain with vehicles.

It shall be unlawful for any driver of any vehicle for hire to leave or absent themselves for a distance more than ten (10) feet from such for vehicle for hire, of which they have charge as driver, while such for vehicle for hire is in service; provided, however, that such driver may assist passengers in loading or unloading their hand baggage to and from such vehicle for hire. This section shall be construed to govern the persons named herein only while conducting their business as a vehicle for hire or at such times where the vehicle is legally parked.

Sec. 27- 35. Notice of change of address.

Any driver registered under the provisions of this article is required to promptly notify the VFH administrator of any change of place of employment to a new operator, or any action or event that would disqualify them from operating a vehicle for hire. The permitted operator, to the best of their knowledge, is ultimately responsible for ensuring the VFH administrator has the most recent information for registered drivers.

Sec. 27- 36. Background checks.

The VFH administrator shall initiate an annual background check for convicted criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify a driver from approval. A driver may appeal such disqualification to the VFH administrator. The VFH administrator may, upon administrative review and consultation with the City Attorney and City Police Chief may in limited instances, issue an approval where a driver has served their sentence or complied with the terms associated with such offense.

Sec. 27- 37. Pedicab drivers providing sightseeing services.

Any pedicab driver desiring to provide sightseeing services shall be required to meet all of the requirements of the Code of the city pertaining to Chapter 17, Article V. Certified Guides. A pedicab driver may only receive one warning from law enforcement or the vehicle for hire administrator that they provided sightseeing services without obtaining the credentials as a certified guide. A second incident shall result in permanent revocation of the driver's ability to provide vehicle for hire services in the City. A pedicab driver not providing sightseeing services is not required to be a certified guide.

Sec. 27- 38. Revocation of permit.

If any operator or driver registered under this article shall commit an infraction punishable as provided in F.S. § 316.655, as amended, or violate any of the provisions of this Code or other ordinances of the city pertaining to motor vehicles or traffic, and on a third conviction thereof, their permit for operating such vehicle may be permanently revoked by the VFH administrator upon notice and administrative review upon findings of fact which indicate violation of this article, and it shall thereafter be unlawful for them to operate such vehicle in the city.

Sec. 27- 39. Criminal traffic offenses.

Upon acquiring an identification badge or permit under this article, any driver or operator convicted of a violation of a criminal traffic offense, including s. 316.027, s. 316.061, s. 316.067, s. 316.072, s. 316.192, s. 316.193, s. 316.1935 or s. 316.2045, Florida Statutes, shall automatically have their badge or permit revoked for a minimum period of one (1) year. Such revocation may be appealed to the VFH administrator. The VFH administrator may, upon administrative review, permanently revoke the badge of any driver or permit of any operator convicted as provided herein.

ARTICLE IV. VEHICLES

Sec. 27-60. Liability insurance—Required; amount; form; conditions; approval, etc.

- (a) It shall be unlawful for any operator or driver of any vehicles for hire , to drive or operate the same, or permit the same to be driven or operated, on the transportation system of this city, unless such operator or driver shall have first procured and filed with the city Risk Manager, at all times while such vehicle is being driven or operated, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to do business in the state in amounts of not less than the amounts required by F.S. § 324.032, or any amendment thereto.
- (b) The policy required by this section may be in the form of a separate policy for each vehicle or may be in the form of a fleet policy covering all vehicles operated by such permitted operator. In the either event, such policy shall provide insurance on each vehicle in amounts of not less than five hundred thousand dollars (\$500,000.00) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000.00) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence or the amounts required by F.S. § 324.032, or any amendment thereto, whichever is greater.
- (c) Such policy or policies shall cover:
 - (1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including

damages for care and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of such vehicle.

- (2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, operation or use of such vehicle. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the city Risk Manager at least fifteen (15) days prior to the date of such alteration, modification or cancellation.
- (d) Such policy or policies shall be in the generally accepted form in use in this state by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the insured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective, under this article, shall be approved by the city Risk Manager as to sufficiency and the city attorney as to form.

Sec. 27-61. Same—Prerequisite to issuance of license.

No city license for the operation of any vehicle for hire shall be issued until the insurance policy shall have been filed and approved by the city Risk Manager.

Sec. 27-62. Same—Effect of lapse, expiration or termination.

If at any time during the effective period of any city license issued for the operation of any vehicle for hire the licensee suffers or allows the required insurance policy to lapse or to become ineffective, or if the insurer thereof becomes unable financially to respond to the obligation thereof, or such policy is suffered or allowed to expire or terminate in whole or in part, then at the same time the license of such vehicle shall ipso facto become null and void.

Sec. 27-63. Restricted Areas.

- (a) The city commission shall, by resolution, from time to time, as in its judgment public necessity, safety or convenience may require, create, define and declare any areas within the city as "restricted areas." Vehicles for hire shall be restricted from parking or stopping to load or unload any passenger in designated areas or spaces specifically restricted to use by franchised horse-drawn vehicles or sight-seeing vehicles.
- (b) Vehicles for hire shall be restricted from parking or stopping to load or unload any passenger in designated areas or spaces specifically restricted by any governmental entity.
- (c) Vehicles for hire shall be restricted from parking or soliciting passengers on property owned by franchisees.

Sec. 27-64. Designated areas.

Vehicles for hire may temporarily park in areas designated for use by vehicles for hire when not transporting passengers so long as they are not impeding traffic flow or the loading and unloading of passengers. The drivers of the vehicles for hire shall remain with the vehicle when parked in those areas. Vehicles for hire may elect to provide loading and unloading areas on private property they own or have permission to use by private property owners. Pedicabs may be permitted to temporarily park in additional designated areas that are smaller in size and do not accommodate motor vehicles for hire.

Sec. 27-65. Rates and charges.

Vehicles for hire shall clearly display, in a legible format approved by the VFH administrator, rates and charges for all passengers. The displays shall clearly indicate the forms of payment accepted by the vehicle for hire. If rates are charged per mile or per minute, then the vehicle for hire shall clearly display the total miles or minutes traveled by the passengers.

Sec. 27-66. Payment of displayed rates and charges.

- (a) It shall be unlawful for the operator or driver of any vehicle for hire to charge or demand of any passenger any sum of money in excess of the rates or charges displayed in or on the vehicle for hire.
- (b) It shall be unlawful for any person to refuse to pay the displayed rates and charges where vehicle for hire services has been appropriately provided to the passenger. Passengers may be reimbursed by the operator in the event of inappropriate behavior or unsafe conditions by the driver. The passenger shall report the behavior or conditions to the operator within 24 hours of the incident and should report the same to the VHF Administrator. The operator shall have 72 hours to notify the VHF Administrator of such incidents.

Sec. 27-67. Cruising and solicitation of passengers.

- (a) Cruising or driving on the public streets soliciting prospective passengers for hire is hereby prohibited. No driver or other person shall stop or park any vehicle for hire on the transportation system of the city for the purpose of soliciting passengers, except at designated areas for vehicles for hire. No driver of any such vehicle shall solicit any patron to board such vehicle at any public place except at the curb within the boundaries of designated areas. No driver of such vehicle shall, within the transportation system of the city, solicit any person to become a passenger in such vehicle; provided, that no restriction contained herein shall prohibit any such vehicle from proceeding to any designated areas:
 - (1) To pick up any patron who has, prior to the beginning of that journey, by telephone or other communication, requested such vehicle to meet such patron at such designated area; or
 - (2) To deliver any patron to his requested destination; provided further, that no such vehicle shall load or unload passengers with any such restricted

area or areas of the transportation system except at the curb of the street; or

- (3) On private property owned by the vehicle for hire operator; or
 - (4) On private property where the owner has granted permission for vehicles for hire to operate.
- (b) It shall be unlawful for any vehicle for hire to park or solicit business on the transportation system of the city except as hereinabove provided.
- (c) Pedicab drivers are exempt from the provisions of Section 27-67 (a) and subsections under (a). Pedicabs may not operate in any manner that causes danger to passengers or any other user of the transportation system. Pedicab drivers may not stop to pick-up or off-load passengers in any areas where such activities are restricted or that would potentially endanger passengers. Pedicab drivers shall refrain from loud noises, calling out to pedestrians, or using any type of voice assisted device to solicit passengers. No music played or loud noise by the driver shall be allowed. Pedicab operator shall respect private property owners that do not wish to permit pedicab operators from loading, unloading or soliciting passengers on their property. The VFH administrator or law enforcement may enact restrictions on the solicitation of business for a period not to exceed six months to allow for revisions to this Section or to strike the exemption for pedicab drivers.

Sec. 27-68. Signs or markings required on vehicles.

- (a) Every vehicle for hire in the city, shall have either a sign, or painted letters at least three (3) inches in height, and plainly visible and distinguishable from the vehicle, that provide the operator name, phone number, and unique vehicle number. The operator name and phone number shall be provided on both sides of the vehicle. The unique number will be displayed on the front, back and both sides of the vehicle. In addition, the unique number will be displayed on the dashboard and back of the front passenger seat of the vehicle and shall be clearly visible from the rear compartment of the vehicle.
- (b) Pedicabs are only required to have the sign or painted letters with the required information displayed on the rear of the pedicab and within the carriage or in a location visible to passengers riding in the carriage.

Sec. 27-69. Operator to register vehicle with city.

Every operator of a vehicle for hire in the city shall annually register such vehicle with City as part of the initial application or annual renewal. The registration shall include the medallion and vehicle number, along with applicable contact information as to the owner of the vehicle. The VFH administrator shall maintain the registration and shall provide it to the police department on or before January 1st of each year.

Sec. 27-70. Equipment and safety requirements.

Every vehicle for hire under this article shall be at all times in good order and repair in a clean condition and well-ventilated when in operation, so as to render

safe, adequate and proper service, and so as not to be a menace to the safety of the patron of the vehicle or general public.

- (a) Every vehicle for hire shall comply with the equipment and safety standards to legally operate a vehicle on the transportation system in accordance with the Florida Uniform Traffic Control Law.
- (b) Every vehicle for hire shall be clean, in good working condition, without excessive wear and tear, maintain documented maintenance activities, ensure all doors are operational. All lights, windows, and windshields are not broken, cracked or unobstructed, all lamps operate as required, and the vehicles operate as intended by the manufacturer.
- (c) Every vehicle for hire shall annually meet the following equipment and safety standards:

(1) Motor Vehicles:

- (i) The windshield and all side and rear windows shall provide clear visibility and operate according to the manufacturer's specifications. The windshield and all windows shall possess no breakage, cracks or pits that impair visibility or hinder the safety of passengers. All window cranks/power window switches shall be complete, intact and functioning. Windows on vehicles for hire shall not be covered by, or treated with a material which would cause the vehicle to be in violation of F.S. §§ 316.2951—316.2956, as may be amended.
- (ii) All standard manufacturer's interior equipment shall be complete, intact and functioning; including, but not limited to interior lights, dashboard, trim, gear shifts and head rests. Vehicle interiors must not contain loose objects and must be clean, sanitary, and free of broken seats/protruding sharp edges or torn or damaged upholstery, headliner, or floor coverings. The vehicle's interior must be free of offensive odors. The floor board shall be free of rust and holes. Trunks and luggage compartments must be kept clean and free of debris.
- (iii) All doors must have operating handles, which allow opening from both the inside and outside, and door hinges and latches must function properly. Door locks must be operable by passengers at all times. Door seals and gaskets must be intact/operating and prevent water, odor and fumes from entering the vehicle from outside. All door panels must be intact to prevent accidental injuries on door and window mechanisms.
- (iv) Seat belts shall be available for all passengers (according to manufacturer's specifications and state law). Seat belts shall be in operating condition, easily accessible, clean and free of grease and other objectionable substances.
- (v) All vehicles shall be equipped with a fully functioning heating and air conditioning system. The vehicle shall be equipped with a fully functioning windshield defrost or defogging system.

- (vi) All vehicles shall be equipped with a light capable of illuminating the interior of the vehicle, controlled by the operation of the doors, or manually controlled by the driver.
- (vii) The transportation of children shall be in accordance with F.S. § 316.613, as may be amended.
- (viii) Those vehicles and operations, which are subject to the Americans with Disabilities Act (ADA), shall comply with the applicable provisions of said Act.
- (ix) The vehicle's body, fenders, doors, trim, grill and paint must be free from cracks, breaks, rust, and body damage that detracts from the overall appearance of the vehicle or could result in harm or injury to the passenger or his/her personal belongings.
- (x) The vehicle must be equipped with safe tires of the same size. No recaps shall be used. Maximum allowable tread wear shall be where tread is level with the wear bar, or two-thirty-seconds-inch when measured at three (3) random places in the tire tread. The tires shall be inflated to manufacturer's specifications and free of cuts, cracks, bulges, or exposed belts.
- (xi) Windshield wipers must be operational according to the manufacturer's specifications. Wiper blades shall be in such a condition as to make firm contact with the windshield when operational, and shall not be torn or worn.
- (xii) Reflectors and lenses shall not be cracked or missing and must be the correct color and properly positioned.
- (xiii) Low and high beam headlights, turn signals, brake, tail and reverse lights shall be operable as required by state law. Each vehicle shall have a white light on the vehicle to illuminate the rear license plate so that it is clearly visible.
- (xiv) Steering mechanisms shall not be worn or jammed, nor shall there be more than two inches play to the left or right of center, measured at the steering wheel rim with the front wheels in a straight-ahead position. Power steering units shall not have visible signs of fluid leakage.
- (xv) The vehicle suspension shall function as designed by the manufacturer.
- (xvi) The vehicle shall be equipped with an operating horn with the actuating button mounted in the location designated by the vehicle manufacturer and operated in the manner designed and assembled by the vehicle manufacturer.
- (xvii) Each vehicle shall contain an operating parking brake and a primary brake system which acts on all four (4) vehicle wheels. There shall be no visible leaks in the brake line, hoses, wheel cylinders or any part of the brake system and no frayed cables. Brake linings and/or disc pads, when measured at the thinnest

point shall not be less than one-sixteenth (1/16) of an inch and firmly attached to the brake shoe or disc. Disc brake rotors and brake drums shall be of a size and type appropriate for the vehicle, with no cracks or other damage which change or impair the functional surface. All primary brake systems shall demonstrate a reasonable total braking force when conducting a rolling stop.

- (xviii) There shall be no leakage of exhaust gas from the exhaust manifold, muffler or any other point in the exhaust system as determined through a visual and audible inspection. The tail pipe shall discharge exhaust from the rear of the vehicle according to manufacturer specifications.
 - (xix) Belts shall show no signs of excessive wear and be free of cracks and frays. Hoses shall be firm and in good condition, free of leaks and cracks.
 - (xx) All fluid levels shall be maintained according to manufacturer's specifications.
 - (xxi) Vehicles are required to have manufacturer specified spare tires and tire changing equipment, unless all wheels are equipped with a "run flat tire" system.
 - (xxii) Vehicles must be equipped with functioning speedometer and odometer.
 - (xxiii) Vehicles must receive routine maintenance according to the manufacturer's recommendations pertaining to service intervals. A record of such routine maintenance must be maintained and is subject to inspection by the division.
 - (xxiv) Businesses must ensure that each vehicle or driver has a means of communicating to a central dispatch or to emergency agencies with a two-way radio and/or cellular mobile telephone.
 - (xxv) Failure to comply with the provisions of this section and applicable sections of F.S. ch. 316, as may be amended, may result in denial of a permit(s), revocation or suspension of the permit(s), a denial of renewal of such permits, issuance of a civil citation, a misdemeanor conviction or other such remedies available to the division by law.
- (2) Each Pedicab must be equipped with the following, all of which shall be operational:
- (i) A headlight capable of projecting a beam of light for a distance of five hundred (500) feet.
 - (ii) A taillight red in color and plainly visible from a distance of six hundred (600) feet to the rear of the pedicab.
 - (iii) A schedule of fare rates.
 - (iv) A signal bell or other warning device (except a siren, which is prohibited).

- (v) A reflective slow moving vehicle safety triangle on the rear of the carriage.
 - (vi) The carriage for Pedicabs shall not be structurally modified from the original manufactured design, except for repairs or frame reinforcement.
 - (vii) The carriage shall be placed over the rear axle of the bicycle and shall not be modified from the original manufactured design, except for repairs or frame reinforcement.
 - (viii) Attached trailers, side cars, carriages, or any other attachment thereon not included in the original manufactured design and not directly mounted to a uniform bicycle frame are prohibited.
 - (ix) Carriages shall not be modified in any manner to carry more passengers than originally designed by the manufacturer. Maximum seating capacity shall be displayed.
 - (x) Brakes shall be in operable condition and adequate for the seating capacity provided and if the bicycle is pedal assist or electric. A brake check is required.
- (3) Each low-speed vehicle must be equipped with the following, all of which shall be operational:
- (i) Headlights
 - (ii) Stoplights.
 - (iii) Turn signals.
 - (iv) Taillights.
 - (v) Parking brakes.
 - (vi) Rearview mirrors.
 - (vii) Windshield.
 - (viii) Seat belts.
- (ix) Other equipment required by Florida law.

Sec. 27-71. Annual inspection.

- (a) It shall be unlawful for any operator or driver of any vehicle for hire, to drive or operate the same within the jurisdictional limits of the City of St. Augustine without a current valid medallion issued by the city fleet maintenance staff.
- (b) The operator of all other vehicles for hire shall, at least annually, subject each vehicle to a complete and thorough inspection by the city's fleet maintenance staff in accordance with the equipment and safety standards as listed in this chapter.
- (c) The city fleet maintenance staff may, for documented cause, determine that a motor vehicle, low speed vehicle, or pedicab does not pass inspection. City fleet maintenance staff may also require that prior to a re-inspection, that the motor vehicle or low speed vehicle shall be inspected by an ASE

certified mechanic and that the vehicle be found in compliance with the equipment and safety requirements of this chapter. In the instance of a pedicab, the manufacture or a qualified bicycle repair shop must certify that pedicab is in good operating condition and found in compliance with the equipment and safety requirements of this chapter.

- (d) Upon inspection by the city, if the vehicle for hire is in good operational condition and all other permit requirements are met and all applicable fees are paid, then the city's fleet maintenance staff shall place a medallion on the vehicle. The medallion will be fixed to the outside left rear of the vehicle, in plain view from the rear of the vehicle.

Sec. 27-72. Suspension and revocation of vehicle medallion.

The chief of police is given full power to suspend a medallion if determined that the operation of a vehicle for hire would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the operator. The vehicle may not be returned to service until it has been inspected and found to be in operable condition per the Florida Uniform Traffic Control Law and requirements of this chapter.

Sec. 27-73. Inspection fee.

- (a) Medallions issued are valid from October 1st through September 30th of each year. All vehicles for hire shall be inspected annually and the annual inspection fee will be as set forth in the city's schedule of fees.
- (b) The fee for reinspecting a vehicle that has been determined unsafe by the chief of police will be as set forth in the city's schedule of fees.
- (c) Any new vehicle placed in service after the issuance of a permit and the annual inspection shall be required to undergo an inspection, pay applicable fees, and is required to be issued a medallion by the city's fleet maintenance staff prior to being placed in service. The VFH administrator shall notify the police department upon approval that a new vehicle has been registered and placed in service. Upon receipt of the initial medallion, the vehicle will be required to be annually inspected along with all other vehicles.
- (d) The annual fee collected under this article is a fee paid for the purpose of examination and inspection of vehicles for hire and the administration of this article. Such fees are declared to be regulatory fees in addition to and not in lieu of the occupational license taxes imposed.

Sec. 27-74. Presumption of operation.

Any vehicle for hire being operated within the jurisdictional limits of the City of St. Augustine as defined in section 1.08 of the City Charter, or regularly used for transportation of passengers for compensation that is not a franchisee, shall be presumed to be used as a vehicle for hire for the purpose of this article.

Sec. 27-75. Transportation network company vehicle medallions.

- (a) A transportation network company driver may be issued a medallion for a transportation network company vehicle by providing proof of insurance as required by F.S. § 267.748(7); transportation network company disclosures provided in F.S. § 267.748(8); and by providing the transportation network company driver documentation required by F.S. § 267.748(11).
- (b) Annual renewal will be provided by providing proof of insurance as required by F.S. § 267.748(7), and by providing any updated information required by F.S. § 267.748(11).
- (c) The annual fee collected under this section is a fee paid for the benefit of the use of city designated areas.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 3. Inclusion in Code. It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of St. Augustine, and that the sections of this ordinance may be renumbered or relettered and the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

Exhibit B
Ordinance 2026-10
(Redlined)

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 27 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS FOR VEHICLES FOR HIRE; AMENDING ARTICLE I – IN GENERAL, ARTICLE II – VEHICLE DRIVERS, ARTICLE III – MOTOR VEHICLES FOR HIRE, ARTICLE IV – TRAILER TRAINS AND SIGHT-SEEING BUSES, AND ARTICLE V - TRANSPORTATION BY ANIMAL-DRAWN VEHICLES FOR PURPOSES OF TOURING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine finds it necessary to update and strengthen the regulations governing vehicles for hire in order to protect the public health, safety, and welfare, ensure high-quality mobility services, and maintain the orderly use of the public rights-of-way; and

WHEREAS, vehicles for hire including taxis, shuttles, buses, and other passenger-service providers—play a significant role in the City's transportation network and require appropriate regulations to ensure safe operations, responsible business practices, and protection of residents and visitors; and

WHEREAS, the City's Adopted Mobility Plan emphasizes the importance of well-regulated passenger-service operations to reduce congestion, improve multimodal safety, and ensure that the transportation system functions efficiently for residents, businesses, and visitors; and

WHEREAS, vehicles for hire contribute to overall transportation demand within the City's constrained historic street network, and appropriate regulation is necessary to prevent conflicts among vehicles, bicycles, pedestrians, transit services, and emergency response operations; and

WHEREAS, the City's unique historic character, narrow street corridors, and high pedestrian volumes require adopted standards to protect public safety and maintain the City's cultural, environmental, and economic vitality; and

WHEREAS, vehicles for hire play an important role in supporting tourism and local economic activity, but must do so under a regulatory framework that prioritizes public safety, equitable service access, and protection of public infrastructure; and

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

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

Section 1. Amending, reformatting and renumbering, Chapter 27, Articles I, II, III, IV, and V, Sections 27-23 through 27-149. Chapter 27, Articles I, II, III, IV, and V, Sections 27-23 through 27-149 of the Code of the City of St. Augustine are hereby amended, as follows:

“ARTICLE I. – IN GENERAL

Sec. 27-~~23~~11. Definitions.

- (a) Driver shall mean any person identified by a permitted operator that will drive authorized vehicles for hire on behalf of the operator and who has been issued an identification badge by the city. ~~For hire passenger transportation vehicle means any motorized or non-motorized vehicle other than a transportation network company vehicle, when used for transporting persons for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share expense" basis.~~
- (b) Low speed vehicle shall have the same meaning as defined by Florida law. ~~means any four wheeled vehicle whose top speed is greater than twenty (20) miles per hour but not greater than twenty five (25) miles per hour. Low-speed vehicles must comply with the safety standards in 49 C.F.R. Section 571.500 and Section 316.2122 as may be amended.~~
- (c) Medallion shall mean the vehicle identification issued pursuant to this chapter which represents the permission granted to operate the vehicle to provide vehicle for hire services within the jurisdictional limits of the city.
- (d) Motor vehicle shall have the same meaning as defined by Florida law.
- (e) Operator shall mean a person, company, or corporation that has applied for and been approved by the city to operator a vehicle for hire service, with one or more vehicles, within the jurisdictional limits of the city.
- (~~e~~) Pedicab shall means either:

- (1) A person powered, pedal assist, or electric bicycle that has ~~two (2)~~, three (3) or more wheels, that transports, or is capable of transporting, passengers in a carriage with on seats attached to the bicycle as part of the original manufactured design, that is operated by an individual and that is used for transporting passengers for monetary consideration; whether a stated fee or gratuity; or
 - (2) Self-propelled gas motorized bicycles, mopeds, motorbikes, or similar vehicle are prohibited from being used as a pedicab.
 - (3) A bicycle that has a single unarticulated frame, that pulls a carriage, sidecar or similar device that transports, or is capable of transporting, passengers on seats attached to the sidecar or similar device, that is operated by an individual are prohibited, and that is used for transporting passengers for monetary consideration.
- (g) Permit shall mean the approval issued by the city pursuant to this chapter which grants the privilege to operate a vehicle for hire service within the jurisdictional limits of the city.
- ~~(d) Taxicab means any motor vehicle for hire, other than a Transportation Network Company Vehicle, horse-drawn carriage, trailer train, low speed vehicle, or pedicab, used for the transportation of passengers for hire, or offered for hire to the public for transportation.~~
- ~~(eh) Transportation network company, transportation network company driver, and transportation network company vehicle shall have the same meaning as defined by Florida law. are defined as they are in F.S. § 627.748.~~
- (i) Transportation system shall mean all the alleys, highways, roads, and streets within the city. The term transportation shall be as defined by Florida law.
- (j) Vehicles for hire (VFH) shall mean any motorized or non-motorized vehicle permitted by Florida law to operate on the transportation system used for transporting persons for compensation; offered for hire as a means of transportation for compensation; generally held out as being for hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. Compensation includes fee, trade, or gratuity. The term excludes:
- (1) Sightseeing motor vehicles
 - (2) College, School, and church buses;
 - (3) Ambulances;
 - (4) Funeral home vehicles;
 - (5) Any vehicle engaged in operations under a certificate or permit issued by the Interstate Commerce Commission;
 - (6) Horse drawn carriages;
 - (7) Shuttle buses/vehicles (a vehicle that is used for courtesy transportation without compensation);

- (8) Passenger and transit vehicles owned, operated, leased or controlled by a governmental agency;
- (9) Public transit, paratransit, or transportation services partially or fully funded by a government entity;
- (10) Transportation network companies.
- (k) Vehicles for hire (VFH) administrator shall mean the city manager or designee authorized to administer this chapter regulating vehicles for hire. The determination of the VFH administrator shall be deemed the final administrative action unless otherwise specified.

Sec. 27-~~24~~12. Applicability.

- (a) All operations of ~~for hire passenger transportation vehicles business~~ a vehicle for hire or services rendered pursuant hereto shall be subject to the provisions of this chapter as a use of city property in compliance with adopted mobility plan and comprehensive plan regulations.
- (a)(b) All operations of a vehicle for hire, except pedicabs, are prohibited from offering any sightseeing activities, charters, services, or tours. Offering any sightseeing activities are strictly limited to franchised horse drawn carriages, sightseeing motor vehicles, and pedicabs.

Sec. 27-~~25~~13. Penalty and enforcement.

- (a) Violation of any provision of this article shall pay applicable fines and be punishable as provided in section 1-8 or code enforcement pursuant chapter 2, article VI of the Code.
- (b) The VFH administrator is authorized to enforce this article, and to adopt rules and forms for the proper administration and enforcement of this chapter.
- (c) The VFH administrator shall have the right to audit the records of the vehicle for hire operators for purposes of verifying compliance with this article.
- (d) In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties, which include code enforcement fines and administrative penalties:

County Court:

Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious

threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible. A citation issued by a code enforcement officer shall be in a form prescribed by the municipality consistent with Chapter 162.21, Florida Statutes.

- (a) A violation of this code is a civil infraction.
- (b) The civil penalty is \$500.00.
- (c) If the person who has committed the civil infraction does not contest the citation, the penalty shall be reduced by \$50.00, to \$450.00.
- (d) The issuance of a citation shall be by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
- (e) The citation may be contested in county court.

Suspension, revocation and impoundment administrative enforcement:

- (1) The penalty for a first violation under this chapter shall be an official written warning from the VFH administrator.
- (2) The penalty for a second violation under this chapter shall pay applicable fines as permitted by code enforcement a \$500 fine and a second written warning from the VFH administrator.
- (3) Upon three (3) violations under this chapter within a six-twelve month period, the penalty shall include applicable fines as permitted by code enforcement and suspension of the vehicle for hire permit for a period not to exceed thirty (30) days. Should operations occur during the thirty (30) day suspension period, the vehicle for hire may be suspended for a period not to exceed six months. The penalty is a \$500 fine and the operator will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty days. Should operations occur during the suspension period the vehicle may be impounded and the operator's license shall be revoked for the remainder of the license period.
- (4) Upon four (4) violations under this chapter within a twelve-month period, the penalty shall include applicable fines as permitted by code enforcement and suspension of the vehicle for hire permit for a period not to exceed six months. Should operations occur during the six-month suspension period, the vehicle for hire may be suspended for a period not to exceed one year. a \$500 fine and the operator will have a hearing with the city commission to review the violations and may have the permit revoked or suspension levied.
- (5) Upon five (5) or more violations under this chapter within a twelve-month period, the penalty shall include applicable fines as permitted by code enforcement and revocation of the vehicle for hire permit. Should operation occur after the permit has been revoked, the vehicle for hire may be subject to a permanent ban on obtaining a vehicle for hire permit.

~~(f) Any operator or driver not permitted to provide a vehicle for hire service shall be prohibited from offering such service within the City subject to the following penalties: Any law enforcement officer, code enforcement officer, or other authorized City official may order the removal, immobilization, or impoundment of any vehicle-for-hire operating within the City when one or more of the following conditions exist:~~

- ~~(1) The vehicle is operating without a valid City-issued permit or license required by this Chapter.~~
- ~~(2) The vehicle is operating in violation of a suspension or revocation order.~~
- ~~(3) The vehicle is creating an obstruction to traffic or pedestrian movement.~~
- ~~(4) The vehicle is parked or operating in a location not authorized for staging, loading, or unloading.~~
- ~~(5) The vehicle is unattended and unlawfully present on public or City-controlled property.~~
- ~~(6) The vehicle is involved in an enforcement action, investigation, or arrest.~~
- ~~(7) The vehicle otherwise presents a risk to public health, safety, or welfare.~~

~~(1) The penalty for a first violation under this chapter shall be an official warning.~~

~~(2) The penalty for a second violation under this chapter shall be an applicable ticket legally allowed to be administered by law enforcement or the maximum code violation permitted to be issued by the VFH administrator. In addition, the operator or driver would be prohibited from applying for a vehicle for hire permit or franchise for thirty (30) days.~~

~~(3) The penalty for a third violation under this chapter shall be the maximum legal action allowed to be administered by law enforcement or the maximum code violation permitted to be issued by the VFH administrator and the city actively working with law enforcement or the Florida Department of Highway Safety and Motor Vehicles to pursue suspension of driving privileges as permitted by Florida law. In addition, the operator or driver would be prohibited from applying for a vehicle for hire permit or franchise for six (6) months.~~

~~(4) The penalty for a fourth violation under this chapter shall be the maximum legal action allowed to be administered by law enforcement or the maximum code violation permitted to be issued by the VFH administrator and the city actively working with law enforcement or the Florida Department of Highway Safety and Motor Vehicles to pursue suspension of driving privileges as permitted by~~

Florida law. In addition, the operator or driver would be permanently banned from applying for a vehicle for hire permit or a franchise agreement with the city.

- (f) The operator of a vehicle for hire service, its agents, drivers, employees, or persons acting on its behalf, shall be liable for any penalties prescribed within this section."

ARTICLE II. VEHICLE DRIVERS PERMIT

Sec. 27-20. Permit maximum.

For the purposes of consistency with the Comprehensive Plan, the City's adopted Mobility Plan, maintenance of traffic standards, as well as, safety and congestion management, the city shall issue no more than twenty five (25) vehicle for hire motor vehicle operator permits and no more than fifteen (1520) pedicab operator permits with a maximum of fivetwo (52)-cabs per permit at any given time but may issue less than this number in furtherance of its stated policies. Nothing herein is intended to limit the City of St. Augustine's delegated state action authority conveyed by Section 111 of Chapter 11148, 1925 Laws of Florida, to control and regulate carriages, wagons and all other vehicles, as decided in Avalon Carriage Service v. Gamsey, order dated March 4, 2008, United States Middle District of Florida. There are no entitlements for operators as to the number of prior or future vehicle for hire permits.

Sec. 27-21. Vehicle for hire permit.

- (a) It shall be unlawful for any operator to provide vehicle for hire service in the city without obtaining an annual operator permit issued by the VFH administrator.
- (b) The operator is the entity responsible for all aspects of the vehicle for hire service including applying for and maintaining the annual permit, identifying drivers and securing their identification badges, securing medallions, and maintaining all vehicles.
- (c) The operator is responsible for payment of all required fees as set forth in the city's schedule of fees. Fees shall be paid prior to permit approval, annual renewals, issuance of medallions, and driver identification badges.
- (d) An operator's permit is valid for one year from the date of issuance and is non-transferable.

Sec. 27-22. Vehicle for hire permit application.

- (a) Application for the issuance or renewal of an operator permit shall be made in writing to the VFH administrator on a form provided by the city and signed and sworn to by the owner or by its authorized agent. Each application for issuance or renewal of a vehicle for hire permit shall include:
- (1) The operator's name, address, email and telephone number; the date and state of formation; proof of active status with the Florida Division of Corporations authorizing it to do business under the laws of the State of Florida.

- (2) An application for each driver working for the operator that includes documentation of a valid Florida driver's license, this includes all pedicab drivers.
- (3) Proof of the insurance coverage as required by state statutes.
- (4) Acknowledgment that the City will perform a background check for all drivers.
- (5) The name, mailing, physical and email addresses and telephone number of a natural person(s) located within the State of Florida that the company has authorized to be its agent and a point of contact for the city with regards to:
 - a. Filing applications and paying rates and charges on behalf of the company; and
 - b. Receiving and accepting all legal process, correspondence and notices from the city pertaining to the company, or drivers operating for the company.
- (6) Business tax receipt.
- (b) The application shall include documentation as to the location where rates will be displayed on the vehicle. The application shall also include all acceptable methods of payment and how the allowable payment options will be displayed or conveyed to passengers.

Sec. 27-23. Vehicle detail requirements.

- (a) Each application shall provide detail related to the vehicles to be utilized to provide vehicle for hire service.
- (b) The application shall provide detail related to the number of passengers that can be accommodated per vehicle.
- (c) Every vehicle for hire operators shall utilize a unique trade name or registered D/B/A ("Doing Business As") name which is distinctive from and not substantially similar to any existing animal drawn vehicle or sightseeing vehicle franchise. All trade names or registered D/B/A names are subject to approval by the VFH administrator prior to permit issuance.
- (d) The following are vehicle detail requirements to be included with the application:
 - (1) The applicant shall provide documentation related to the appearance and design of all vehicles for hire. Each applicant shall provide designs that are unique and distinct from existing animal drawn vehicle or sightseeing vehicle franchise.
 - (2) The appearance, external dimensions, and design approval may be based on photographs, images and/or schematic diagrams of the vehicle, except for pedicabs.
 - (3) It shall be unlawful for a VFH operator to operate any vehicle for hire where the appearance and design of which has not been approved by the VFH administrator.

(4) No vehicle for hire may carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the vehicle for hire shall carry writings or signs in a manner to be approved by the VFH administrator which identifies each vehicle and operator.

(e) The VFH administrator may approve limited duration special event advertisements on pedicabs. The pedicab operator shall seek prior authorization from the VFH administrator and shall provide details and an example of the advertisement that is event specific. The VFH administrator may approve limited duration pre-event advertisement leading up to the date of the event. This provision is not intended to allow for advertisements other than for special events that have been approved by the VFH administrator. No advertisements shall be approved using automatic changeable signage, videos, scrolling text or images or any other advertisement that would lead to distracted driving by adjacent vehicles. If law enforcement, code enforcement, or FDOT finds any advertisement to potentially be unsafe or against code and notifies the operator, driver or VFH administrator, the advertisement shall be promptly removed from the pedicab.

Sec 27- 24. Permit issuance.

Upon receipt of an application for the issuance or renewal of a permit, the VFH administrator may verify all information provided in the application for compliance with all applicable provisions of this article. The city may issue a permit and identification badges for drivers if doing so is consistent with the City's adopted Comprehensive Plan, Mobility Plan, and policies, and if the applicant has met the requirements and has paid the required permit fees. It shall be unlawful for any person to drive or operate a vehicle for hire until issuance of a permit.

Sec. 27- 25. Annual renewal.

Annual fees proportionate to the cost of administration of the vehicle for hire program will be adopted as part of the city's schedule of fees and are to be paid annually by permit holders.

Sec. 27-26. To remain with vehicles.

~~It shall be unlawful for any owner, operator or driver of any for hire passenger transportation vehicle, or driver of any horse-drawn vehicle for hire, to leave or absent himself for a greater distance than ten (10) feet from such for hire passenger transportation vehicle or horse-drawn vehicle, of which he has charge as driver, while such for hire passenger transportation vehicle or horse-drawn vehicle is parked or standing along the side of the curb of any public street within the city; provided, however, that such driver may assist passengers for hire in loading or unloading their hand baggage to and from such for hire passenger transportation vehicle or horse-drawn vehicle for hire. This section shall be construed to govern the persons named herein only while conducting their business as a vehicle for hire.~~

Sec. 27-27. Drivers for hire to be photographed.

~~It shall be the duty of all drivers of for hire passenger transportation vehicles including, but not limited to taxicabs, pedicabs, low speed vehicles, horse drawn vehicles, trailer trains or other vehicles used for sightseeing, to be photographed by the city manager or his designee. Duplicates of such photograph shall be retained by the city and shall appear on the identification badge issued pursuant to this article.~~

~~Sec. 27-30. For hire driver's appearance and credentials.~~

~~Every for hire driver shall be clean and neat in appearance and shall, while on duty, wear the identification badge issued by the city bearing the inscription, "Licensed for Hire Driver," the license year, the official St. Augustine photograph of the driver and the seal of the City of St. Augustine. Said badge shall be worn in plain view at all times while engaged in activities licensed under this section.~~

~~Sec. 27-46. -- Required examination; issuance of permit; data concerning convictions.~~

~~It shall be unlawful for any person to drive or operate a for hire passenger transportation vehicle including, but not limited to, taxicabs, pedicabs, low speed vehicles, horse drawn vehicles, trailer trains, or other vehicles used for sightseeing in the city, until such person has taken an examination to show a satisfactory knowledge of the principal streets of the city and all main thoroughfares leading out of the city, as well as a thorough knowledge of all the provisions of this Code and other ordinances relative to traffic regulations. Such examination shall be conducted by the city manager or his designee. Any person desiring to take such examination shall furnish a sworn written statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance. The city manager shall have the right to deny a permit under this section if it is determined that an applicant has been convicted of a felony or a criminal traffic offense as described in section 27-51 of this article. The applicant shall have the right to appeal such decision to the city commission within thirty (30) days, which shall hold a hearing at the next available city commission meeting and upon notice to the applicant, to determine whether to issue a permit to an applicant denied a permit due to such conviction. When such person shall comply with the provisions of this section and show satisfactory evidence of his qualifications as provided by this section, the city manager or his designee shall issue a permit and identification badge as provided within this article upon payment of the required fees.~~

~~Sec. 27-47. -- Notice of change of address, etc., required.~~

~~Any driver or operator registered under the provisions of this article is required to promptly notify the city manager of any change of his residence, place of employment or change of the vehicle which he is driving.~~

~~Sec. 27-48. -- Records to be kept.~~

~~It shall be the duty of the city manager or his or her designee to keep a record of all the data required by section 27-46.~~

~~Sec. 27-49. -- Permit to be on annual basis.~~

~~Any person to whom a permit and identification badge have been issued under the provisions of this article shall be entitled to such permit and identification badge from year to year upon payment of a fee of twenty five dollars (\$25.00) upon initial issuance and ten dollars (\$10.00) for each year renewed thereafter, plus any occupational license fee as required by section 17-73 of this Code and a fee, as established by the city manager, to cover the city's cost in administering examinations, performing criminal records searches and issuing badges required by this chapter; provided, however, that such person shall fully comply with the provisions of this article and such other ordinances, rules and regulations as shall be enacted or adopted from time to time by the city; and provided further that the city commission, for good cause shown, may at any time revoke such permit and identification badge.~~

~~Sec. 27-50. -- Revocation of permit.~~

~~If any person licensed under this article shall commit an infraction punishable as provided in F.S. § 316.655, as amended, or violate any of the provisions of this Code or other ordinances of the city pertaining to automobiles or traffic, and on a third conviction thereof, his permit for operating such vehicle may be revoked by the city commission upon notice and hearing upon findings of fact which indicate violation of this article, and it shall thereafter be unlawful for him to operate such vehicle in the city.~~

~~Sec. 27-51. -- Criminal traffic offenses.~~

~~Upon acquiring a license under this article, any person convicted of a violation of a criminal traffic offense, including s. 316.027, s. 316.061, s. 316.067, s. 316.072, s. 316.192, s. 316.193, s. 316.1935 or s. 316.2045(2), Florida Statutes, shall automatically have his permit revoked for a minimum period of one (1) year. Such revocation may be appealed to the city commission. The city commission may, upon notice and hearing, permanently revoke the permit of any person convicted as provided herein.~~

ARTICLE III. MOTOR VEHICLES FOR HIREVEHICLE DRIVERS

Sec. 27-30. Florida driver's license.

Every vehicle for hire driver shall be required to have a valid Florida driver's license and maintain such driver's license in accordance with Florida law, this includes all pedicab drivers.

Sec. 27-31. Vehicle operation.

Every vehicle for hire driver and passenger shall be required to operate and ride in the vehicle for hire consistent with Florida Uniform Traffic Control Law and local regulations.

Sec. 27- 32. Driver's registration.

The operator of vehicle for higher services shall ensure that each of its drivers are registered with the city and receive an identification badge. Each driver is required to be photographed by the VFH administrator or submit two copies of photos as specified on operator application forms or driver registration forms.

Duplicates of such photograph shall be retained by the city and shall appear on the identification badge issued pursuant to this article.

Sec. 27-33. Driver's appearance, conduct and identification.

Every vehicle for hire driver shall be clean and neat in appearance, including wearing a shirt and shall, while on duty, have on the driver the identification badge issued by the city bearing the inscription, "Vehicle for Hire Driver." The inscription may include the word "Licensed", "Approved", "Permitted", or "Authorized" before Vehicle. The identification badge shall also include the operator's name, the driver's name, the official city photograph of the driver and the seal of the City of St. Augustine, and the year for which the badge is valid. Said badge shall be worn in plain view at all times while engaged in the provision of vehicle for hire services.

Drivers shall adhere to the following code of conduct:

- (a) Be courteous, respectful and professional with all passengers and the public.
- (b) Avoid abusive language, harassment, bullying or discrimination with all passengers and the public.

Sec. 27-34. To remain with vehicles.

It shall be unlawful for any driver of any vehicle for hire to leave or absent themselves for a distance more than ten (10) feet from such for vehicle for hire, of which they have charge as driver, while such for vehicle for hire is in service; provided, however, that such driver may assist passengers in loading or unloading their hand baggage to and from such vehicle for hire. This section shall be construed to govern the persons named herein only while conducting their business as a vehicle for hire or at such times where the vehicle is legally parked.

Sec. 27-35. Notice of change of address.

Any driver registered under the provisions of this article is required to promptly notify the VFH administrator of any change of place of employment to a new operator, or any action or event that would disqualify them from operating a vehicle for hire. The permitted operator, to the best of their knowledge, is ultimately responsible for ensuring the VFH administrator has the most recent information for registered drivers.

Sec. 27-36. Background checks.

The VFH administrator shall initiate an annual background check for convicted criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify a driver from approval. A driver may appeal such disqualification to the VFH administrator. The VFH administrator may, upon administrative review and consultation with the City Attorney and City Police Chief may in limited instances, issue an approval where

a driver has served their sentence or complied with the terms associated with such offense.

Sec. 27-37. Pedicab drivers providing sightseeing services.

Any pedicab driver desiring to provide sightseeing services shall be required to meet all of the requirements of the Code of the city pertaining to Chapter 17, Article V. Certified Guides. A pedicab driver may only receive one warning from law enforcement or the vehicle for hire administrator that they provided sightseeing services without obtaining the credentials as a certified guide. A second incident shall result in permanent revocation of the driver's ability to provide vehicle for hire services in the City. A pedicab driver not providing sightseeing services is not required to be a certified guide.

Sec. 27-38. Revocation of permit.

If any operator or driver registered under this article shall commit an infraction punishable as provided in F.S. § 316.655, as amended, or violate any of the provisions of this Code or other ordinances of the city pertaining to motor vehicles or traffic, and on a third conviction thereof, their permit for operating such vehicle may be permanently revoked by the VFH administrator upon notice and administrative review upon findings of fact which indicate violation of this article, and it shall thereafter be unlawful for them to operate such vehicle in the city.

Sec. 27-39. Criminal traffic offenses.

Upon acquiring an identification badge or permit under this article, any driver or operator convicted of a violation of a criminal traffic offense, including s. 316.027, s. 316.061, s. 316.067, s. 316.072, s. 316.192, s. 316.193, s. 316.1935 or s. 316.2045, Florida Statutes, shall automatically have their badge or permit revoked for a minimum period of one (1) year. Such revocation may be appealed to the VFH administrator. The VFH administrator may, upon administrative review, permanently revoke the badge of any driver or permit of any operator convicted as provided herein.

ARTICLE IIIIV. MOTOR VEHICLES FOR HIRE

Sec. 27-~~7160~~. Liability insurance—Required; amount; form; conditions; approval, etc.

- (a) It shall be unlawful for any ~~owner, operator, agent, lessee~~ or driver of ~~any~~ any vehicles for hire for hire-passenger-transportation-vehicle, to drive or operate the same, or permit the same to be driven or operated, on the ~~public street~~transportation system of this city, unless such ~~owner, operator, agent, lessee, chauffeur~~ or driver shall have first procured and filed with the city ~~director of financial services~~Risk Manager, at all times while such vehicle is being driven or operated, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to do business in the state in amounts of not less than the amounts required by F.S. § 324.032, or any amendment thereto. ~~As of October 1, 2006, the~~

~~requirements are as follows: One hundred twenty five thousand dollars (\$125,000.00) for one (1) person injured or killed, and fifty thousand dollars (\$50,000.00) for all property damaged or destroyed in any one (1) accident, and two hundred fifty thousand dollars (\$250,000.00) for more than one (1) person injured or killed in any one (1) accident, covering each motor driven passenger vehicle owned, operated, driven or controlled by such owner, operator, agent, lessee or driver.~~

- (b) The policy required by this section may be in the form of a separate policy for each vehicle or may be in the form of a fleet policy covering all vehicles operated by such ~~owner,permitted~~ operator, ~~agent, lessee, chauffeur or driver~~. In the ~~latter either~~ event, such policy shall provide insurance on each vehicle in amounts of not less than five hundred thousand dollars (\$500,000.00) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000.00) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence or the amounts required by F.S. § 324.032, or any amendment thereto, whichever is greater. ~~As of October 1, 2006, the requirements are as follows: One hundred twenty five thousand dollars (\$125,000.00) for one (1) person injured or killed, and fifty thousand dollars (\$50,000.00) for all property damaged or destroyed in any one (1) accident, and not less than two hundred fifty thousand dollars (\$250,000.00) for more than one (1) person injured or killed in any one (1) accident.~~
- (c) Such policy or policies shall cover:
- (1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of such vehicle.
 - (2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, operation or use of such vehicle. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the city ~~director of financial services~~Risk Manager at least fifteen (15) days prior to the date of such alteration, modification or cancellation.
- (d) Such policy or policies shall be in the generally accepted form in use in this state by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the insured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming

effective, under this article, shall be approved by the city ~~manager~~ Risk Manager as to sufficiency and the city attorney as to form.

Sec. 27-~~7261~~. Same—Prerequisite to issuance of license.

No city license for the operation of any vehicle for hire ~~passenger transportation vehicle~~ shall be issued until the insurance policy shall have been filed and approved by the city Risk Manager as provided for in section 27-71.

Sec. 27-~~7362~~. Same—Effect of lapse, expiration or termination.

If at any time during the effective period of any city license issued for the operation of any vehicle for hire ~~passenger transportation vehicle~~ the licensee suffers or allows the required insurance policy ~~required by section 27-71~~ to lapse or to become ineffective, or if the insurer thereof becomes unable financially to respond to the obligation thereof, or such policy is suffered or allowed to expire or terminate in whole or in part, then at the same time the license of such ~~licensee to drive or operate such~~ vehicle shall ipso facto become null and void.

Sec. 27-~~7463~~. Congested areas—To be designated by resolution, etc. Restricted Areas.

- (a) The city commission shall, by resolution, from time to time, as in its judgment public necessity, safety or convenience may require, create, define and declare any areas within the city as "congested-restricted areas." ~~When such areas are so created and designated, all of the provisions in this article for or relating to congested areas shall be applicable and enforceable as to the congested areas created hereunder. Any congested area may be enlarged, restricted, changed, relocated or abolished by the city commission, by resolution, as in its judgment public necessity, safety or convenience may require. All such resolutions shall be published once before they shall become effective. Vehicles for hire shall be restricted from parking or stopping to load or unload any passenger in designated areas or spaces specifically restricted to use by franchised horse-drawn vehicles or sight-seeing vehicles.~~
- (b) Vehicles for hire shall be restricted from parking or stopping to load or unload any passenger in designated areas or spaces specifically restricted by any governmental entity.
- (c) Vehicles for hire shall be restricted from parking or soliciting passengers on property owned by franchisees.

Sec. 27-~~7564~~. Same—Vehicles to use "taxi" stands Designated areas.

Vehicles for hire may temporarily park in areas designated for use by vehicles for hire when not transporting passengers so long as they are not impeding traffic flow or the loading and unloading of passengers. The drivers of the vehicles for hire shall remain with the vehicle when parked in those areas. Vehicles for hire may elect to provide loading and unloading areas on private property they own or have permission to use by private property owners. Pedicabs may be permitted to temporarily park in additional designated areas that are smaller in size and do not accommodate motor vehicles for hire. Every taxicab, upon entering any congested area created under this article, shall proceed directly to an unoccupied

~~"taxi" stand and shall enter and remain upon such stand until employed by a passenger or until such vehicle is otherwise ready to leave the congested area.~~

Sec. 27-~~7665~~. Rates and charges—~~To be fixed by resolution.~~

~~Vehicles for hire shall clearly display, in a legible format approved by the VFH administrator, rates and charges for all passengers. The displays shall clearly indicate the forms of payment accepted by the vehicle for hire. If rates are charged per mile or per minute, then the vehicle for hire shall clearly display the total miles or minutes traveled by the passengers. The city commission shall by resolution, from time to time, fix and establish reasonable rates and charges for the transportation of persons and their baggage within the city in for hire passenger transportation vehicles, and also in the same manner, amend, alter, change or abolish same. All such resolutions shall be published at least once before they shall become effective.~~

Sec. 27-~~7766~~. ~~Same—Exceeding amounts fixed~~Payment of displayed rates and charges.

~~(a) It shall be unlawful for the operator or driver of any vehicle for hire passenger transportation vehicle to charge or demand of any customer passenger any sum of money in excess of the rates or charges fixed and established by the city commission under the provisions of section 27-76 displayed in or on the vehicle for hire.~~

~~(a)(b) It shall be unlawful for any person to refuse to pay the displayed rates and charges where vehicle for hire services has been appropriately provided to the passenger. Passengers may be reimbursed by the operator in the event of inappropriate behavior or unsafe conditions by the driver. The passenger shall report the behavior or conditions to the operator within 24 hours of the incident and should report the same to the VHF Administrator. The operator shall have 72 hours to notify the VHF Administrator of such incidents.~~

Sec. 27-~~7867~~. ~~Same—Cruising and solicitation of passengers.~~

~~(a) Cruising or driving on the public streets within any congested area created under section 27-74 soliciting prospective passengers for hire is hereby prohibited. No driver or other person shall stop or park any for hire passenger transportation vehicle for hire on any street or highwaythe transportation system of the city within any such congested area for the purpose of soliciting passengers, except at designated areas for vehicles for hiresuch places designated as "for hire" or "taxi" stands. No driver of any such vehicle shall solicit any patron to board such vehicle at any public place within any such congested area except at the curb within the boundaries of a "for hire" or "taxi" standdesignated areas. No driver of such vehicle shall, within any such congested area, while such vehicle is not upon a "for hire" or "taxi" stand, by word, sign or other signalthe transportation system of the city, solicit any person to become a passenger in such vehicle; provided, that no restriction contained herein shall prohibit any such vehicle from proceeding to any designated placeareas:~~

- (1) To pick up any patron who has, prior to the beginning of that journey, by telephone or other communication, requested such vehicle to meet such patron at such designated ~~place~~area; or
 - (2) To deliver any patron to his requested destination; provided further, that no such vehicle shall load or unload passengers with any such ~~congested area~~restricted area or areas of the transportation system except at the curb of the street; or
 - (3) On private property owned by the vehicle for hire operator; or-
 - (4) On private property where the owner has granted permission for vehicles for hire to operate.
- (b) It shall be unlawful for any vehicle for hire ~~passenger transportation vehicle~~ to park or solicit business on the ~~streets~~transportation system of the city ~~within any such congested area~~ except as hereinabove provided.
- (c) Pedicab drivers are exempt from the provisions of Section 27-67 (a) and subsections under (a). Pedicabs may not operate in any manner that causes danger to passengers or any other user of the transportation system. Pedicab drivers may not stop to pick-up or off-load passengers in any areas where such activities are restricted or that would potentially endanger passengers. Pedicab drivers shall refrain from loud noises, calling out to pedestrians, or using any type of voice assisted device to solicit passengers. AnyNo music played or loud noise by the driver shall be allowedwithin acceptable ranges. Pedicab operator shall respect private property owners that do not wish to permit pedicab operators from loading, unloading or soliciting passengers on their property. The VFH administrator or law enforcement may enact restrictions on the solicitation of business for a period not to exceed six months to allow for revisions to this Section or to strike the exemption for pedicab drivers.

~~Sec. 27-79. Refusal to pay legal fare.~~

~~It shall be unlawful for any person to refuse to pay the legal fare, whether it is fixed by the city commission or a lesser amount agreed to between the parties, for the use of for hire passenger transportation vehicles.~~

~~Sec. 27-80. Cards showing schedule of rates, photograph and name of operator, etc., to be posted in vehicle.~~

- ~~(a) It shall be the duty of the owner, operator, agent, lessee, chauffeur or driver of any for hire passenger transportation vehicle to procure from the city director of financial services suitable cards, which shall be in a form prescribed by the city manager, and shall show the schedule of the rates and charges for the transportation services furnished by the operator of the vehicle; a photograph of the driver of such vehicle and his name, address and city license number; and also, the name and address of the owner of such vehicle.~~
- ~~(b) Such cards shall be posted in a conspicuous place within such vehicle while it is in use as a for hire passenger transportation vehicle, so that it may be clearly visible to all passengers in such vehicle.~~

Sec. 27-~~8168~~. Signs or markings required on vehicles.

- (a) Every vehicle for hire ~~passenger transportation vehicle~~ in the city, ~~while on the street~~, shall have ~~placed thereon~~either a sign, or painted ~~thereon in~~ letters at least three (3) inches in height, and plainly visible and distinguishable from the vehicle, that provide the company operator name, phone number, and unique vehicle number. The company operator name and phone number will shall be provided on both sides of the vehicle. The unique number will be displayed on the front, back and both sides of the vehicle. In addition, the unique number will be displayed on the dashboard and back of the front passenger seat of the vehicle and shall be clearly visible from the rear compartment of the vehicle.
- (b) Pedicabs are only required to have the sign or painted letters with the required information displayed on the rear of the pedicab and within the carriage or in a location visible to passengers riding in the carriage.

Sec. 27-~~8269~~. Owner-Operator to register vehicle with ~~police~~city.

Every owner operator of a vehicle for hire ~~passenger transportation vehicle~~ in the city shall annually register such vehicle ~~used for hire with City as part of the initial application or annual renewal. the police department annually, on January first of each year. The registration shall include the medallion and vehicle number, along with applicable contact information as to the owner of the vehicle. The VFH administrator shall maintain the registration and shall provide it to the police department on or before January 1st of each year.~~

Sec. 27-~~8370~~. Equipment and safety requirements.

Every vehicle for hire ~~passenger transportation vehicle~~ under this article shall be at all times in good order and repair in a clean condition and ~~well-ventilated~~well-ventilated when in operation, so as to render safe, adequate and proper service, and so as not to be a menace to the safety of the patron of the vehicle or general public.

- (a) Every vehicle for hire ~~passenger transportation vehicle~~ shall comply with the equipment and safety standards ~~of this sub-section as applicable by type to legally operate a vehicle on the transportation system in accordance with the Florida Uniform Traffic Control Law.~~
- (b) Every vehicle for hire shall be clean, in good working condition, without excessive wear and tear, maintain documented maintenance activities, ensure all doors are operational. All lights, windows, and windshields are not broken, cracked or unobstructed, all lamps operate as required, and the vehicles operate as intended by the manufacturer.
- (a)(c) Every vehicle for hire shall annually meet the following equipment and safety standards:
- (a) ~~Taxicab.~~
- (1) ~~Taxicabs shall meet the following equipment and safety standards annually~~Motor Vehicles:

- (i) The windshield and all side and rear windows shall provide clear visibility and operate according to the manufacturer's specifications. The windshield and all windows shall possess no breakage, cracks or pits that impair visibility or hinder the safety of passengers. All window cranks/power window switches shall be complete, intact and functioning. Windows on vehicles for hire shall not be covered by, or treated with a material which would cause the vehicle to be in violation of F.S. §§ 316.2951—316.2956, as may be amended.
- (ii) All standard manufacturer's interior equipment shall be complete, intact and functioning; including, but not limited to interior lights, dashboard, trim, gear shifts and head rests. Vehicle interiors must not contain loose objects and must be clean, sanitary, and free of broken seats/protruding sharp edges or torn or damaged upholstery, headliner, or floor coverings. The vehicle's interior must be free of offensive odors. The floor board shall be free of rust and holes. Trunks and luggage compartments must be kept clean and free of debris.
- (iii) All doors must have operating handles, which allow opening from both the inside and outside, and door hinges and latches must function properly. Door locks must be operable by passengers at all times. Door seals and gaskets must be intact/operating and prevent water, odor and fumes from entering the vehicle from outside. All door panels must be intact to prevent accidental injuries on door and window mechanisms.
- (iv) Seat belts shall be available for all passengers (according to manufacturer's specifications and state law). Seat belts shall be in operating condition, easily accessible, clean and free of grease and other objectionable substances.
- (v) All vehicles shall be equipped with a fully functioning heating and air conditioning system. The vehicle shall be equipped with a fully functioning windshield defrost or defogging system.
- (vi) All vehicles shall be equipped with a light capable of illuminating the interior of the vehicle, controlled by the operation of the doors, or manually controlled by the driver.
- (vii) The transportation of children shall be in accordance with F.S. § 316.613, as may be amended.
- (viii) Those vehicles and operations, which are subject to the Americans with Disabilities Act (ADA), shall comply with the applicable provisions of said Act.
- (ix) The vehicle's body, fenders, doors, trim, grill and paint must be free from cracks, breaks, rust, and body damage that detracts from the overall appearance of the vehicle or could result in harm or injury to the passenger or his/her personal belongings.

- (x) The vehicle must be equipped with safe tires of the same size. No recaps shall be used. Maximum allowable tread wear shall be where tread is level with the wear bar, or two-thirty-seconds-inch when measured at three (3) random places in the tire tread. The tires shall be inflated to manufacturer's specifications and free of cuts, cracks, bulges, or exposed belts.
- (xi) Windshield wipers must be operational according to the manufacturer's specifications. Wiper blades shall be in such a condition as to make firm contact with the windshield when operational, and shall not be torn or worn.
- (xii) Reflectors and lenses shall not be cracked or missing and must be the correct color and properly positioned.
- (xiii) Low and high beam headlights, turn signals, brake, tail and reverse lights shall be operable as required by state law. Each vehicle shall have a white light on the vehicle to illuminate the rear license plate so that it is clearly visible.
- (xiv) Steering mechanisms shall not be worn or jammed, nor shall there be more than two inches play to the left or right of center, measured at the steering wheel rim with the front wheels in a straight-ahead position. Power steering units shall not have visible signs of fluid leakage.
- (xv) The vehicle suspension shall function as designed by the manufacturer.
- (xvi) The vehicle shall be equipped with an operating horn with the actuating button mounted in the location designated by the vehicle manufacturer and operated in the manner designed and assembled by the vehicle manufacturer.
- (xvii) Each vehicle shall contain an operating parking brake and a primary brake system which acts on all four (4) vehicle wheels. There shall be no visible leaks in the brake line, hoses, wheel cylinders or any part of the brake system and no frayed cables. Brake linings and/or disc pads, when measured at the thinnest point shall not be less than one-sixteenth (1/16) of an inch and firmly attached to the brake shoe or disc. Disc brake rotors and brake drums shall be of a size and type appropriate for the vehicle, with no cracks or other damage which change or impair the functional surface. All primary brake systems shall demonstrate a reasonable total braking force when conducting a rolling stop.
- (xviii) There shall be no leakage of exhaust gas from the exhaust manifold, muffler or any other point in the exhaust system as determined through a visual and audible inspection. The tail pipe shall discharge exhaust from the rear of the vehicle according to manufacturer specifications.

- (xix) Belts shall show no signs of excessive wear and be free of cracks and frays. Hoses shall be firm and in good condition, free of leaks and cracks.
- (xx) All fluid levels shall be maintained according to manufacturer's specifications.
- (xxi) Vehicles are required to have manufacturer specified spare tires and tire changing equipment, unless all wheels are equipped with a "run flat tire" system.
- (xxii) Vehicles must be equipped with functioning speedometer and odometer.
- (xxiii) Vehicles must receive routine maintenance according to the manufacturer's recommendations pertaining to service intervals. A record of such routine maintenance must be maintained and is subject to inspection by the division.
- (xxiv) Businesses must ensure that each vehicle or driver has a means of communicating to a central dispatch or to emergency agencies with a two-way radio and/or cellular mobile telephone.
- (xxv) Failure to comply with the provisions of this section and applicable sections of F.S. ch. 316, as may be amended, may result in denial of a permit(s), revocation or suspension of the permit(s), a denial of renewal of such permits, issuance of a civil citation, a misdemeanor conviction or other such remedies available to the division by law.

(b2) ~~Pedicab~~ Each Pedicab must be equipped with the following, all of which shall be operational:-

~~(1) Each pedicab must be equipped with the following, all of which shall be operational:~~

- (i) A headlight capable of projecting a beam of light for a distance of five hundred (500) feet.
- (ii) A taillight red in color and plainly visible from a distance of six hundred (600) feet to the rear of the pedicab.
- (iii) A schedule of fare rates.
- (iv) A signal bell or other warning device (except a siren, which is prohibited).
- (v) A reflective slow moving vehicle safety triangle on the rear of the carriage.
- (vi) The carriage for Pedicabs shall not be structurally modified from the original manufactured design, except for repairs or frame reinforcement.
- (vii) The carriage shall be placed over the rear axle of the bicycle and shall not be modified from the original manufactured design, except for repairs or frame reinforcement.

- (viii) Attached trailers, side cars, carriages, or any other attachment thereon not included in the original manufactured design and not directly mounted to a uniform bicycle frame are prohibited.
- (ix) Carriages shall not be modified in any manner to carry more passengers than originally designed by the manufacturer. Maximum seating capacity shall be displayed.
- (x) Brakes shall be in operable condition and adequate for the seating capacity provided and if the bicycle is pedal assist or electric. A brake check is required.
- (e3) ~~Low-speed vehicle~~ Each low-speed vehicle must be equipped with the following, all of which shall be operational:-
 - (1) ~~A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.~~
 - (i) ~~Headlights~~
 - (ii) ~~Stoplights.~~
 - (iii) ~~Turn signals.~~
 - (iv) ~~Taillights.~~
 - (v) ~~Parking brakes.~~
 - (vi) ~~Rearview mirrors.~~
 - (vii) ~~Windshield.~~
 - (viii) ~~Seat belts.~~
 - (ix) ~~Other equipment required by Florida law.~~

Sec. 27-~~8471~~. Periodic Annual inspection.

- (a) It shall be unlawful for any ~~owner, operator, agent, lessee~~ or driver of any ~~vehicle~~ for hire ~~passenger transportation vehicle~~, to drive or operate the same, ~~or permit the same to be driven or operated~~ within the jurisdictional limits of the City of St. Augustine without a current valid ~~numbered~~-medallion issued by the city ~~displayed as required in section 27-84(e) below~~fleet maintenance staff.
- (b) ~~Prior to receiving a medallion, each taxicab shall be inspected by an ASE certified mechanic that the vehicle is in compliance with the equipment and safety requirements as listed in section 27-83(a)(1)–(25) on a form provided by city fleet management. The applicant must provide to the city's fleet management the signed checklist from an ASE certified mechanic that the vehicle is safe prior to receiving their initial medallion.~~
- (c) ~~Each year prior to city renewing the medallion, each taxicab shall be inspected by an ASE certified mechanic that the vehicle is in compliance with a safety checklist as provided by city fleet management. The applicant must provide to the city's fleet management the signed checklist from an ASE certified mechanic that the vehicle is safe prior to receiving their renewed medallion.~~

- (db) The ~~owner-operator~~ of all other vehicles for hire ~~passenger-transportation vehicles~~ shall, at least annually, subject ~~the each~~ vehicle to a complete and thorough inspection by the city's fleet maintenance staff in accordance with the equipment and safety standards as listed ~~for the vehicle type in subsection 27-83~~ in this chapter.
- (c) The city fleet maintenance staff may, for documented cause, determine that a motor vehicle, low speed vehicle, or pedicab does not pass inspection. City fleet maintenance staff may also require that prior to a re-inspection, that the motor vehicle or low speed vehicle shall be inspected by an ASE certified mechanic and that the vehicle be found in compliance with the equipment and safety requirements of this chapter. In the instance of a pedicab, the manufacture or a qualified bicycle repair shop must certify that pedicab is in good operating condition and found in compliance with the equipment and safety requirements of this chapter.
- (ed) ~~If u~~ Upon inspection by the city, if the vehicle for hire is in good operational condition and all other permit requirements are met and all applicable fees are paid, then the city's fleet maintenance staff shall place a medallion on the vehicle. The medallion will be fixed to the outside left rear of the vehicle, in plain view from the rear of the vehicle. found to comply with the requirements of section 27-83 and there is a current regulatory license on file for the vehicle, then a numbered medallion will be issued. This medallion will be fixed to the outside left rear of the vehicle, in plain view from the rear of the vehicle. A vehicle may be inspected and found to comply with requirements; however, if there is no current regulatory license on file, a numbered medallion will not be issued until a current regulatory license is obtained.

Sec. 27-~~85~~72. Suspension and revocation of vehicle medallion.

The chief of police is given full power to suspend a medallion if ~~he determines~~ determined that the operation of a vehicle for hire would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the ~~owneroperator~~. The ~~motor~~ vehicle may not be returned to ~~serve service~~ until it has been inspected and found to ~~comply with section 27-83~~ be in operable condition per the Florida Uniform Traffic Control Law and requirements of this chapter.

Sec. 27-~~86~~73. Inspection fee.

- (a) Medallions issued are valid from October 1st through September 30th of each year. All vehicles for hire ~~passenger-transportation vehicles must~~ shall be inspected annually ~~as provided in section 27-84~~ and the annual inspection fee will be as set ~~by the city manager pursuant to section 2-74~~ forth in the city's schedule of fees.
- (b) The fee for reinspecting a vehicle that has been determined unsafe by the chief of police will be as set ~~by the city manager pursuant to section 2-74~~ forth in the city's schedule of fees.

(c)–Any new vehicle placed in service after the issuance of a permit and the annual inspection shall be required to undergo an inspection, pay applicable fees, and is required to be issued a medallion by the city’s fleet maintenance staff prior to being placed in service. The VFH administrator shall notify the police department upon approval that a new vehicle has been registered and placed in service. Upon receipt of the initial medallion, the vehicle will be required to be annually inspected along with all other vehicles.

(ed) The annual fee collected under this article is a fee paid for the purpose of examination and inspection of vehicles for hire and the administration of this article. Such fees are declared to be regulatory fees in addition to and not in lieu of the occupational license taxes imposed.

Sec. 27-~~877~~4. Presumption of operation.

Any ~~automobile signed, marked, labeled or identified as provided in section 27-84~~ vehicle for hire being operated within the jurisdictional limits of the City of St. Augustine as defined in section 1.08 of the City Charter, or regularly used for transportation of passengers for compensation that is not a franchisee, shall be presumed to be used as a vehicle for hire ~~taxicab and for hire passenger transportation vehicle~~ for the purpose of this article.

Sec. 27-~~887~~5. Transportation network company vehicle medallions.

- (a) A transportation network company driver may be issued a medallion for a transportation network company vehicle by providing proof of insurance as required by F.S. § 267.748(7); transportation network company disclosures provided in F.S. § 267.748(8); and by providing the transportation network company driver documentation required by F.S. § 267.748(11).
- (b) Annual renewal will be provided by providing proof of insurance as required by F.S. § 267.748(7), and by providing any updated information required by F.S. § 267.748(11).
- (c) The annual fee collected under this section is a fee paid for the benefit of the use of city designated areas-owned taxi stands.

Sec. 27-107. Definitions.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Sight-seeing means to show and describe, for hire or compensation, points of interest and historical places in the city.~~

~~Tractors means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than part of the weight of the vehicle and load so drawn.~~

~~Trailer means every vehicle with or without motor power designed for carrying persons or property, and for being drawn by a motor vehicle.~~

~~Trailer train means every motor-powered vehicle or tractor to which is attached any trailer or trailers as hereinabove defined, and designed for the purpose of carrying eight (8) or more passengers, and used for the transportation of passengers for hire.~~

~~Trailer train not for hire means every motor-powered vehicle or tractor to which is attached any trailer or trailers as hereinabove defined, and designated for the purpose of carrying eight (8) or more passengers, and used for the transportation of passengers not for hire.~~

~~Sec. 27-108. Operation prohibited after January 1, 1978.~~

~~Unless franchised by the city to do so, it shall be unlawful for any owner, operator, agent, lessee or driver of any trailer train, trailer train not for hire, or sight-seeing motor vehicle to drive or operate any trailer train, trailer train not for hire, or sight-seeing motor vehicle on the public streets of the city. Any person who is convicted of a violation of the provisions of this article shall be punished as provided in section 1-8.~~

~~Sec. 27-109. Observance of certain holidays.~~

~~Each grantee having a sight-seeing motor vehicle franchise within the city is hereby given leave to cease operations on Christmas and Easter of each year, nothing in their respective franchises to the contrary notwithstanding.~~

~~Sec. 27-110. Minimum equipment, maintenance; medallion.~~

- ~~(a) Each sight-seeing motor vehicle as defined by Ord. No. 77-18, § 2, and each trailer train as defined by Ord. No. 81-45, § 2, shall have the following equipment:~~
- ~~(1) Brakes.~~
 - ~~(2) Emergency brake.~~
 - ~~(3) Exhaust system.~~
 - ~~(4) Headlights.~~
 - ~~(5) Horn.~~
 - ~~(6) Stop lights.~~
 - ~~(7) Tag lights.~~
 - ~~(8) Tail lights.~~
 - ~~(9) Tires.~~
 - ~~(10) Turn signals.~~
 - ~~(11) Windshield wipers.~~
- ~~(b) Each sight-seeing motor vehicle or trailer train should be maintained in a clean, well painted manner so as to provide a generally good appearance.~~
- ~~(c) The owner of each sight-seeing motor vehicle or trailer train shall, at least annually, subject the vehicle to a complete and thorough inspection by the city's fleet maintenance staff in accordance with the policies, procedures, requirements and schedules established by the office of the city manager. If upon inspection the vehicle is found to comply with the requirements of subsections (a) and (b) above and there is a current franchise agreement on file for the owner of the vehicle, then a numbered medallion will be issued.~~

- ~~This medallion will be fixed to the outside left rear of the vehicle, in plain view from the rear of the vehicle. A vehicle may be inspected and found to comply with the requirements; however, if there is no current franchise agreement on file, a numbered medallion will not be issued until a current franchise agreement is obtained.~~
- ~~(d) The chief of police is given full power to suspend a medallion if he determines that the operation of a sight-seeing vehicle would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the owner. The sight-seeing vehicle may not be returned to service until it has been inspected and found to comply with subsections (a) and (b) above.~~

~~Sec. 27-126. Definitions.~~

- ~~(a) Definitions. Except where the context clearly indicates otherwise, the following terms and phrases as used in this article shall have the following meanings:~~

~~*Animal* shall mean any horse or mule used for touring purposes and operated under a franchise agreement.~~

~~*Animal-drawn vehicle* shall mean a carriage or vehicle drawn or pulled by an animal used for touring purposes.~~

~~*Business day* shall exclude Saturday, Sunday and any day of the week determined to be a holiday according to the annual city holiday calendar.~~

~~*Code enforcement* shall mean the director of planning and building or designee.~~

~~*Driver/operator* shall mean the person or persons driving an animal-drawn vehicle.~~

~~*Fire department* shall mean the fire chief or designee.~~

~~*Franchise agreement* shall mean the agreement between the city and a franchisee authorizing the franchisee to operate animal-drawn vehicles on the public streets of the city, subject to the terms of this article.~~

~~*Franchisee* shall mean the grantee of authority to operate animal-drawn vehicles under a franchise agreement entered into between the city and franchisee, subject to the terms of this article.~~

~~*Out of service* shall mean when the animal is unhitched from an animal-drawn vehicle and out of its harness.~~

~~*Police department* shall mean the chief of police or designee.~~

~~*Rest* shall mean the time when the animal is in service but not actively engaged in the act of pulling an animal-drawn vehicle.~~

~~*Stable* shall mean the barn where the animals are kept.~~

~~*Stall* shall mean individual space within the barn where each animal is kept.~~

~~*Tour guide* shall mean any person who for compensation offers to show and describe the points of interest and historical places in the city.~~

~~Tour or touring shall mean the conducting of or the participation in sightseeing in the districts for hire or in exchange for a donation.~~

~~Sec. 27-127. Franchise required; restrictions.~~

- ~~(a) No person shall operate or cause to be operated for hire any vehicle, of whatever nature, drawn by animals, for the purpose of conducting tours within the City of St. Augustine (hereafter "city") without first entering into a franchise agreement with the city.~~
- ~~(b) The city manager or designee may enter into a franchise agreement. Each franchise agreement shall be granted for a period not to exceed twenty (20) years and shall automatically renew upon the expiration of the initial franchise term on a year-to-year basis so long as the franchisee is in good standing, unless either party gives twelve (12) months written notice prior to the expiration of the current term that it does not intend to renew the agreement.~~
- ~~(c) A franchisee's authorization to use the city's streets, alleys, public ways and places for the purposes herein shall not be exclusive, and the city reserves the authority to grant the use of all streets, alleys, public ways and places to any person at any time during the period of any franchise granted pursuant to this article.~~
- ~~(d) The enjoyment and exercise by a franchisee of any and all rights to use the city's streets, alleys, public ways and places shall be subject and subordinate to the dominant right of the public to use said streets, alleys, public ways and places and to the lawful exercise of control by the city over the use thereof.~~

~~Sec. 27-128. Franchise application required.~~

~~The applicant shall submit an application with the city for a franchise agreement with proof of the following:~~

- ~~(1) Documentation demonstrating that the applicant is authorized to legally conduct business within the State of Florida pursuant to Florida Statutes and, if applicable, a completed application for a business tax receipt for operation of a business within the city limits;~~
- ~~(2) Intended hours of operation;~~
- ~~(3) Location of facilities to be used for the housing of animals;~~
- ~~(4) Name of doctor of veterinary medicine, duly licensed in the state, for compliance with city's requirement to provide the animal's certificate of health;~~
- ~~(5) Applicant's previous experience in the operation of animal-drawn vehicles on the public streets;~~
- ~~(6) Number of permits requested (subject to the provisions of this article);~~
- ~~(7) Number of carriages to be operated (Number of carriages shall equal or exceed number of permits requested.);~~
- ~~(8) Proof that such animal-drawn vehicles will be insured under a liability insurance policy for personal injury or death and for injury to or destruction~~

~~of property of one or more persons resulting from any one accident of not less than the minimum dollar amount of liability insurance coverage required by applicable vehicle and traffic statutes and laws to be maintained by owners of vehicles engaged in the business of carrying or transporting passengers for hire;~~

- ~~(9) Acknowledgment by the applicant that any franchise shall be nonexclusive; and~~
- ~~(10) Acknowledgment by the applicant that upon the violation of any provisions of this article by the applicant/franchisee, its agents, employees or persons acting on its behalf, the applicant/franchisee shall be liable for any penalties prescribed within this article.~~

~~Sec. 27-129. Permits.~~

- ~~(a) A fee equal to the greater of two and one-half (2½) percent of the franchisee's gross annual revenue or one thousand dollars (\$1,000.00) times the number of permits issued under the franchise shall be paid in quarterly installments from the date of execution of the franchise agreement on dates specified in the franchise agreement. Beginning on the fourth year of a franchise and each third year thereafter, the city may increase the percent of the franchisee's gross annual revenue for purposes of determining the franchise fee by no more than one-half (½) percent. However, in no event shall the percentage exceed five (5) percent of the franchisee's annual gross revenue.~~
- ~~(b) At the end of a franchise year, the city shall multiply the number of permits issued under the franchise times the applicable percentage specified in subsection (a) of the franchisee's gross annual revenue for that year. If the result of that calculation exceeds the amount paid under subsection (a), the franchisee shall pay the difference within ninety (90) days.~~
- ~~(c) The term "gross annual revenue" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the franchisee from sales of passenger tickets, less any sales tax, admission tax and cost to franchisee for admission tickets to other attractions, if any.~~
- ~~(d) In order that the city may determine the proper amount of the franchise fee each year, the city shall furnish to franchisee the forms and guidelines for a system of accounting records, which forms franchisee shall be required to maintain and make available to the city at all times. Franchisee shall file with the city, on a quarterly basis no later than the fifteenth (15th) day of January, April, July and October, a report on a form provided by the city showing yearly gross sales to the date of filing.~~
- ~~(e) The total number of permits issued by the city shall not exceed thirty (30).~~
- ~~(f) Except as provided in this subsection, the number of permits issued to a single franchise shall not exceed ten (10). Any person who on the effective date of this ordinance has in excess of ten (10) permits issued by the city and applies for a franchise shall be entitled to no more than fifteen (15)~~

~~permits. Any person who on the effective date of this article has fewer than ten (10) permits issued by the city and applies for a franchise shall be entitled to the number of permits issued to such person and may apply for additional permits; provided that the total number of permits issued to such person shall not exceed ten (10).~~

- ~~(g) All permits granted to a franchisee shall remain with that franchise, unsevered and unassigned.~~
- ~~(h) Franchises are nontransferable.~~
- ~~(i) No franchisee, no subsidiary of a franchise and no person or entity who holds an ownership interest in a franchise may manage, operate or otherwise control, directly or indirectly, any permit(s) not issued to that franchise.~~

~~Sec. 27-130. Franchisee obligations.~~

~~The franchisee shall comply with the following obligations:~~

- ~~(1) During the term of the franchise agreement, the franchisee shall remain authorized to legally conduct business within the State of Florida, pursuant to Florida Statutes;~~
- ~~(2) The franchisee shall agree to operate its business strictly in accordance with the ordinances of the city applicable thereto as from time to time amended;~~
- ~~(3) The franchisee shall agree that upon the violation of any provisions of this article by the franchisee, its agents, employees or persons acting on its behalf, the franchisee shall be subject to penalties prescribed within this article.~~

~~Sec. 27-131. City's audit rights.~~

~~In addition to the accounting system as specified in section 27-129(d), the city shall have access at all reasonable hours to all of each franchisee's accounting, financial, statistical customer and service records relating to the operation of franchisee's animal-drawn vehicles. The city may conduct an annual audit of any of franchisee's records for the purpose of determining the accuracy of the gross sales reported by franchisee. The nature and extent of the audit shall be determined by the city manager.~~

~~Sec. 27-132. Loading and unloading.~~

- ~~(a) The city manager shall formulate and promulgate reasonable rules and regulations for use of designated loading areas in order to ensure equality of opportunity among operators, prevent discrimination among animal-drawn vehicles and prevent unfair practices among the owners, operators and drivers of such animal-drawn vehicles for hire.~~
- ~~(b) The cost or price of animal-drawn vehicle rides shall be established by resolution of the city commission after public hearing.~~

~~Sec. 27-133. Prescribed routes; restrictions.~~

- ~~(a) Routes. Animal drawn vehicles shall only operate on routes established by resolution of the city commission after public hearing.~~
- ~~(b) Such routes may be temporarily changed or altered by the city manager if determined to be necessary for public safety reasons, with such changes being subject to immediate review of the city commission at the commission's next regularly scheduled meeting.~~
- ~~(c) Picking up off route fares. An animal drawn vehicle may leave a prescribed route to pick up a fare so long as the animal drawn vehicle travels from a prescribed route and directly to the fare pick up location. Upon picking up an off route fare, an animal drawn vehicle shall immediately return directly to, and remain on, a prescribed route.~~
- ~~(d) Dropping off fares. An animal drawn vehicle may leave a prescribed route to drop off a fare so long as the animal drawn vehicle travels from a prescribed route and directly to the fare drop off location. Upon dropping off a route fare, an animal drawn vehicle shall immediately return directly to, and remain on, a prescribed route.~~

~~Sec. 27-134. Charters.~~

- ~~(a) Every Tuesday or other day determined by the city manager, each franchisee shall notify the city manager or designee of any requests for a charter on a route other than a prescribed route to be performed during the next seven day period. The franchisee shall also notify the city manager or designee of any such charter performed by the franchisee during the preceding seven day period which had not been previously reported. The notification shall contain the following information:
 - ~~(1) The name of the franchisee;~~
 - ~~(2) The name of the animal drawn vehicle operator;~~
 - ~~(3) Identification of the exact route taken or proposed to be taken;~~
 - ~~(4) The date of the route or proposed route; and~~
 - ~~(5) The approximate time of day of the charter or proposed charter.~~~~
- ~~(b) Upon receipt of a notification, the city manager or designee shall notify the franchisee of the approval or disapproval of a charter route and provide the franchisee with a certificate of approval for any approved proposed charter.~~
- ~~(c) A pre approved charter shall display the certificate of approval on a plainly visible location on the animal drawn vehicle during the entire charter.~~
- ~~(d) No franchisee shall operate on any route disapproved by the city manager or designee pursuant to this section. The city manager or designee shall notify all franchisees of any such disapproved route.~~
- ~~(e) Notifications by franchisees under this section may be submitted to the city manager or designee via facsimile or electronic mail.~~

~~Sec. 27-135. Drivers.~~

~~It shall be unlawful for any person to drive or operate an animal drawn vehicle in the city until such person has taken an examination to show a satisfactory knowledge of the principal streets of the city and all main thoroughfares leading~~

~~out of the city, as well as a thorough knowledge of all the provisions of the Code and other ordinances relative to traffic regulations. Such examination shall be conducted by the city manager or designee. Any person desiring to take such examination shall furnish to the examining officer his or her name, age and address, and in addition thereto, a sworn written statement as to whether or not the applicant has been either charged or convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the disposition or penalty assessed therein. When such person shall comply with the provisions of this section and show satisfactory evidence of his or her qualifications as provided by this section, the chief of police shall issue a certificate as to his or her qualifications, embracing the above facts, and the driver shall keep such certificate on his or her person and exhibit the same to any passenger when requested to do so.~~

~~Sec. 27-136. Drivers' appearance.~~

~~Every animal-drawn vehicle driver shall be neat and clean in appearance and, while on duty, shall wear a badge or nameplate with his or her name thereon on his or her shirt or coat, in plain view. No driver may smoke while he/she is carrying any passenger.~~

~~Sec. 27-137. Compliance with traffic regulations.~~

~~Any person having been issued a permit under this article to engage in the business of operating animal-drawn vehicles shall be subject to all traffic provisions of this Code and other ordinances and regulations now in effect in the city and all traffic ordinances and regulations which may pertain to the operation of animal-drawn vehicles, hereinafter enacted or adopted by the city, and such rules and regulations formulated and promulgated by the city manager under authority of this article.~~

~~Sec. 27-138. Tour guide required.~~

~~All tours on animal-drawn vehicles must be conducted by a registered or temporary tour guide in accordance with chapter 17, article V of this Code.~~

~~Sec. 27-139. Equipment and safety requirements.~~

~~(a) Every animal-drawn vehicle in service shall have the following equipment on the vehicle, which equipment shall be maintained in good repair:~~

- ~~(1) Body condition.~~
- ~~(2) Reflectors.~~
- ~~(3) Grab handles.~~
- ~~(4) Traces.~~
- ~~(5) Harness.~~
- ~~(6) Seats.~~
- ~~(7) Rubber surfaced wheels.~~
- ~~(8) Top.~~
- ~~(9) Shafts.~~
- ~~(10) Steps.~~
- ~~(11) Lights on any vehicle licensed to operate at night.~~

- ~~(12) Brakes; provided, however, that brakes shall not be required on any vehicle in operation as of March 19, 1987.~~
- ~~(13) Sign located on the rear of the vehicle indicating that the vehicle is "slow moving."~~
- ~~(b) An animal drawn vehicle should be maintained in a clean well painted manner so as to provide a generally good appearance.~~
- ~~(c) Failure to comply with this section of the Code shall be considered a violation subject to penalty under this division.~~

~~Sec. 27-140. Animal safety.~~

- ~~(a) Animals shall not engage in work with harnesses or bits which harm or are unsafe to the animal.~~
- ~~(b) Harnesses, bridles, bits and padding shall be properly fitted and kept in clean and good repair.~~
- ~~(c) Harnesses shall be kept free of makeshifts like wire, rope and rusty chain.~~
- ~~(d) Trace chains shall not put pressure on the collar and shoulders of the animal when it starts pulling the carriage resulting in a jolting start versus a smooth start with a snug collar already in place.~~
- ~~(e) Breeching shall fit so that it will not rub or hinder the hind leg movement of the animal.~~

~~Sec. 27-141. Weather.~~

- ~~(a) Franchisees and drivers shall use caution when working animals in adverse weather conditions such as high heat and humidity, snow, ice, heavy rain and other slippery or reduced visibility situations.~~
- ~~(b) When either the ambient temperature reaches ninety five (95) degrees Fahrenheit or the heat index reaches one hundred five (105) degrees Fahrenheit, as determined by the weather station at the St. Augustine Airport (KSGJ), the franchisees and drivers shall discontinue working their animals and pull them off the street until the temperature decreases below the above-stated temperatures as directed by the city manager, city manager designee or the police department.~~
- ~~(c) The official thermometer used for determining the temperature and the heat index shall be located at the St. Augustine Airport (KSGJ). In the event that this thermometer is out of service as determined by the city manager, city manager designee or the police department, the back-up thermometer will be the thermometer located at the St. Augustine Police Department, 151 King Street, St. Augustine, Florida.~~

~~Sec. 27-142. Periodic inspections.~~

~~The owner of an animal drawn vehicle for hire shall subject the vehicle to a complete and thorough inspection in accordance with the policies, procedures, requirements and schedules established by the city manager. The city manager shall exercise sole discretion in scheduling the time for such inspection but in no~~

~~event shall the inspection occur less frequently than once every twelve (12) calendar months.~~

~~Sec. 27-143. Animal cleanliness.~~

~~Drivers of vehicles drawn by animals and operated on the streets of the city shall:~~

- ~~(1) Ensure that such animals are equipped with diapers or similar devices to prevent manure or droppings from falling on the city streets.~~
- ~~(2) Be responsible for removal from the streets of all manure and droppings by 6:00 p.m. of the day of the occurrence and after completion of the last route of the day if the last route ends after 6:00 p.m. or, in the event of a charter on a route other than a prescribed route, immediately following the completion of that charter trip.~~

~~Sec. 27-144. Care of animals.~~

~~No animal shall be used to draw a carriage unless the animal is in good health and the following standards are met:~~

- ~~(1) The animal shall not have open sores or wounds nor shall such animal be lame or have any other ailments unless the driver has in the driver's possession a current written statement by a veterinarian that the animal is fit for such work, notwithstanding such condition.~~
- ~~(2) The animal shall be properly and appropriately groomed.~~
- ~~(3) The animal is kept in good working condition.~~
- ~~(4) Water shall be provided to each animal immediately after completing a tour.~~
- ~~(5) Animals shall have at least fifteen (15) minutes rest between back to back tours.~~
- ~~(6) In a twenty four hour period, animals shall not engage in work more than eight (8) consecutive hours or shall not engage in work more than ten (10) hours in a twenty four hour period without a one and one half (1½) hour break being disconnected from the vehicle.~~
- ~~(7) Animals shall not engage in work more than six (6) days in a seven day period.~~
- ~~(8) Animals shall not engage in work with equipment causing an impairment of vision, other than normal blinders.~~
- ~~(9) Animals shall not be driven at a speed faster than a slow trot.~~
- ~~(10) Animals shall not be subject to any cruel or harassing treatment or equipment.~~
- ~~(11) Animals shall not be sold or disposed of except in a humane manner in accordance with American Association of Equine Practitioners' guidelines.~~

~~Sec. 27-145. Feeding of animals.~~

- ~~(a) Animals daily shall receive an adequate amount of equine feed, free from contamination, sufficient in quantity, adequate in nutritional value and~~

~~provided frequently enough to meet normal daily requirements for the animal's condition, special needs, environmental factors and size of the animal so as to maintain satisfactory health.~~

- ~~(b) Clean drinking water free from contamination shall be available to an out-of-service animal at all times.~~
- ~~(c) Out-of-service animals shall at all times have access to salt in a block or loose form.~~

~~Sec. 27-146. Sheltering of animals within city limits.~~

~~Stables within city limits shall be safe, well-lighted and ventilated and shall provide protection from the weather as described herein:~~

- ~~(1) Stables and stalls shall be kept clean and in good repair and excreta shall be removed daily;~~
- ~~(2) The floors of the stalls shall be graded and raked to keep their surface dry;~~
- ~~(3) Fans shall be used to increase ventilation when the ambient temperature reaches 90 degrees Fahrenheit;~~
- ~~(4) Sharp surfaces and any other hazards shall not be permitted in any stable or stall where they can come in contact with the animals;~~
- ~~(5) Stables and stalls shall be kept free of leaks, including but not limited to, leaks from roofs or from plumbing;~~
- ~~(6) The practice of tethering the animal in a stall is permitted so long as the animal can lie down without the risk of entanglement or injury;~~
- ~~(7) Occupied stalls shall have a minimum of three (3) inches of bedding or have a specialized surface so as to keep animals clean, dry and free of concussion, abrasion or pressure points;~~
- ~~(8) Interior and exterior areas of the stable shall be kept clean, properly drained and free of nuisances including, but not limited to, unreasonable and excessive odors and unreasonable accumulation of refuse and excreta;~~
- ~~(9) There shall be no smoking at any time in stables; and~~
- ~~(10) Unless otherwise directed by a veterinarian, animals shall be given a pasture turn-out time of a minimum of two (2) non-consecutive weeks every four (4) months.~~
- ~~(11) All stables shall be subject to inspection by either code enforcement or the fire department. Fire extinguishers must be kept in obvious places in every stable as required by law and as recommended by the fire department.~~

~~Sec. 27-147. Certificate of health of animals required.~~

~~The holder of each permit to drive or operate an animal-drawn vehicle within the city, as a condition to such permit remaining in full force and effect, shall have each animal and stable area, if the stable is within the city limits, owned or leased by such permit holder and used in the business, inspected by a city-approved doctor of veterinary medicine, duly licensed in the state, twice per year, no later than the fifteenth day of November and the fifteenth day of May of each year, at~~

permit holder's expense. Upon examination, such veterinarian shall certify to the city that he or she has examined such animal and stable area and that the animal is in good health and able to draw a vehicle without endangering the health of such animal and shall invoice the city for the cost of performing such examination. The cost of such examination and certification shall be billed to the permit holder and shall be paid within ninety (90) days of billing.

Sec. 27-148. Penalties.

In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties:

- (1) The penalty for a first or second violation under this article shall be no more than one hundred dollars (\$100.00) and one hundred dollars (\$100.00) for each day thereafter a continued violation occurs.
- (2) Upon three (3) violations within a six-month period, the franchise may be suspended for a period not to exceed thirty (30) days.
- (3) Upon four (4) violations within a twelve-month period, the franchise may be suspended for a period not to exceed one hundred eighty (180) days.
- (4) Upon five (5) or more violations within a twelve-month period, a franchisee may be determined to no longer be in good standing by the city manager or designee.
- (5) Franchisee, its agents, employees, or persons acting on its behalf, shall be liable for any penalties prescribed within this section.

Sec. 27-149. Administration and appeals.

- (a) All appeals from an interpretation or determination by the city manager or designee shall be made to the city commission within fifteen (15) calendar days after the date of service of written notice of such interpretation or determination.
- (b) All appeals from an adverse decision by the city commission shall be made within thirty (30) calendar days of the date of entry of a written order regarding such decision.
- (c) The party filing an appeal from an adverse decision by the city commission must have legal standing, as determined under the laws of the State of Florida and rules of civil procedure or appellate procedure as established by the courts of the State of Florida.
- (d) Failure to file an appeal in accordance with time limits as prescribed in this section shall be an express acknowledgment by both parties that the interpretation or determination by the deciding entity is final and that the right to appeal said interpretation or determination has been forfeited.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of

competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 3. Inclusion in Code. It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of St. Augustine, and that the sections of this ordinance may be renumbered or relettered and the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

Exhibit C

Business Impact Statement



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. 2026-10

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 27 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS FOR VEHICLES FOR HIRE; AMENDING ARTICLE I – IN GENERAL, ARTICLE II – VEHICLE DRIVERS, ARTICLE III – MOTOR VEHICLES FOR HIRE, ARTICLE IV – TRAILER TRAINS AND SIGHT-SEEING BUSES, AND ARTICLE V - TRANSPORTATION BY ANIMAL-DRAWN VEHICLES FOR PURPOSES OF TOURING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

The proposed ordinance amends Chapter 27 of the City of St. Augustine Code of Ordinances to modernize and strengthen the regulation of vehicles-for-hire operating within the City. These updates include enhanced driver qualifications, improved vehicle safety standards, clearer operating requirements and expanded accountability measures. The ordinance advances the public health, safety, morals, and general welfare by improving the safe operation of vehicles within the City's historic and pedestrian-dense environment, supporting orderly use of limited curb, staging, and loading areas, reducing conflicts among vehicles, pedestrians, bicycles, and other mobility modes, and ensuring equitable, reliable, and accountable passenger-service operations.

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.

- (a) Compliance costs with enhanced driver standards may include insurance, training, background checks, certifications, or administrative processing, operators may need to meet updated inspection, equipment, or maintenance requirements, mandated routing, staging, or curb-use rules may require schedule adjustments or procedural changes, and enhanced record keeping, permit renewal standards, or reporting may increase administrative effort.
- (b) Fees are proposed to cover the cost of administering the program.
- (c) No changes to regulatory costs or revenues expected.

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

Based on typical City permitting volumes, a good-faith estimate indicates that approximately 10 to 30 businesses may be directly affected, depending on active permit counts, seasonal operators, and business categories within the vehicles-for-hire sector.

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: May 28, 2026

RE: Ordinances – First Reading
Ordinance 2026-11 Amending Franchises (Ch14) Ordinance

The City Commission directed staff to review how vehicles for hire and sightseeing motor and animal-drawn vehicle franchises operate in the city and recommend updates to the code for their consideration that will provide better alignment with the City's Mobility Plan, regulation and enforcement. Chapter 27 - Vehicles for Hire and Chapter 14 - Franchises are the sections of code that lay out the rules for these operators. The existing ordinances overlap and it was found that this creates confusion between staff and applicants that seek to operate in the city. The proposed amendments to the ordinances will create a clear distinction between Vehicles for Hire and Franchises. In short, any operator of a motor or animal-drawn vehicle that provides a tour as part of their business model will be required to be a franchise. The amendments to both chapters are being brought to the City Commission at the same time and require them to be adopted together to ensure proper implementation.

A workshop was held on May 8, 2026, and the following items were discussed and included in the ordinance for first reading:

1. Set penalties for Franchises. Penalties were revised and include an impoundment provision. See Sec. 14-24 and 14-80.
2. Include exclusion areas for neighborhoods. See Sec. 14-12 City approval of routes.
3. Set insurance requirements for Franchises. Insurance for Tier 2 and Horse Carriages will be (see Sec. 14-9 and 14-59):
 - a. Not less than five hundred thousand dollars (\$500,000) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence.
4. Include a code of conduct. See Sec. 14-11(e) and 14-61(e).
5. Set work period for horses. See Sec. 14-74(k).
6. Set temperature cutoff for horses. See Sec. 17-79. Staff revised this section using the wet bulb globe temperature (WBGT) with a cutoff of 90 degrees. A definition for WBGT was included.

7. Set limit for Tier 2 Franchise operators, number of vehicles per operator and passengers. The number of operators is set at 15 with a maximum of 3 vehicles at 9 passengers per vehicle. See Sec. 14-2, 14-4, 14-5 and 14-6. It is acknowledged that the City will allow all the current active businesses to apply for a Tier 2 Franchise which may be over the 15 maximum, however, no new franchises will be allowed until the number of franchises falls under the 15 maximum limit.
8. Set limit for number medallions per Horse Carriage Franchise. A franchise can have up to 5 medallions with a maximum total medallion set at 15 for all franchises. See Sec. 14-63.
9. Set ownership transfer requirement for franchises. Franchises are not transferable and the franchisee shall actively engage in the ownership, management and day-to-day operation of the business operating under the franchise and shall not permit the franchise to be used solely by another person or entity. See Sec. 14-4(i), 14-54(h)(i) and 14-63(d).
10. Set methodology for selecting a franchise. See Sec. 14-55.
11. Create an incentive to use electric carriages. See Sec. 14-54(j).
12. Create a regular use provision. See Sec. 14-4 (g) and 14-54(h).

Attached is the amended ordinance for Chapter 14 Franchises and the associated business impact statement for the City Commission's consideration. Staff are open to any suggestions and/or modifications about this subject.

Please let me know if you have any questions.



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

Attachments: Ordinance 2026-11 (Clean)
Ordinance 2026-11 (Redlined)
Business Impact Statement

Exhibit A
Ordinance 2026-11
(Clean)

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS FOR FRANCHISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine seeks to ensure that franchise operations—particularly those involving drivers and the use of animals—are conducted in a manner that protects public safety, promotes humane treatment, and maintains the City's historic and community character; and

WHEREAS, improving regulations governing driver conduct, operational safety, and animal care is necessary to support responsible mobility services and safeguard both residents and visitors; and

WHEREAS, the City's Comprehensive Plan establishes goals related to safe, efficient, and sustainable transportation systems, the protection of public welfare, and the responsible management of mobility services; and

WHEREAS, the City's Long-Range Mobility Plan emphasizes strategies that support safe, predictable, and well-managed mobility options, reduce conflicts among transportation modes, and enhance the experience of both residents and visitors; and

WHEREAS, strengthened franchise regulations directly advance the objectives of the Long-Range Mobility Plan by improving operational accountability, reducing adverse impacts on the transportation network, and supporting a safer and more sustainable multimodal system; and

WHEREAS, the City of St. Augustine is responsible for ensuring the safe, orderly, and efficient use of its public streets, rights-of-way, and transportation network, including the management of franchise operations that utilize these facilities; and

WHEREAS, franchise-based transportation services—particularly those involving drivers and animal-drawn conveyances—can generate operational impacts related to

congestion, roadway wear, pedestrian conflicts, queuing, staging, and competition for limited curb and loading space; and

WHEREAS, limiting the total number of authorized franchises is a reasonable and necessary regulatory tool to prevent oversaturation of the public rights-of-way, maintain safe multimodal mobility conditions, and preserve the City's historic and environmental character; and

WHEREAS, the City has a legitimate governmental interest in protecting public health, safety, and welfare, and courts have consistently recognized that municipalities may limit or cap franchise licenses where necessary to promote safety, manage congestion, or mitigate adverse impacts on the community; and

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

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

Section 1. Amending, reformatting and renumbering, Chapter 14, Sections 14-2 through 14-73. Chapter 14, Sections 14-2 through 14-73 of the Code of the City of St. Augustine are hereby amended, as follows:

Sec. 14-2. Definitions.

For the purpose of this article, the following terms, words, and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City is the City of St. Augustine, Florida.

Commission is the City Commission of the City of St. Augustine, Florida.

Franchise administrator means the city manager or designee authorized to administer this chapter regulating franchises in the City of St. Augustine. The determination of the VFH administrator shall be deemed the final administrative action unless otherwise specified.

Franchise agreement shall mean the agreement between the city and a grantee confirming the right to operate sightseeing motor vehicles on the public streets of the city, subject to the terms of this article.

Grantee/Franchisee shall mean the grantee of rights under a franchise agreement entered into between the city and grantee, subject to the terms of this article.

Historic district shall mean that portion of the city that is so designated on the official zoning map of the city as Historic Preservation Districts.

Low speed vehicle shall have the same meaning as defined by Florida law.

Medallion shall mean the vehicle identification issued pursuant to this article which represents the permission granted to franchisee to operate a sightseeing motor vehicle within the jurisdictional limits of the city.

Motor vehicle shall have the same meaning as defined by Florida law.

Sightseeing motor vehicle shall mean every vehicle authorized for a franchise by the city commission used for the purpose of conveying passengers for sightseeing, sightseeing special tours, and sightseeing charters. Such term shall not include motorbuses and coaches legitimately engaged in interstate transportation as a common carrier or intercity tourist transportation provided that the transportation provided commences and terminates outside St. Johns County, Florida.

Sightseeing for purposes of these regulations shall mean any tour or touring activity, such as describing scenic, cultural, or historical landmarks, tasting, sampling, eating, or drinking at establishments, restaurants, ghost, haunted or cemetery tours, and significant events and people associated with the history of the City of St. Augustine, for compensation, whether for a fee or gratuity.

Tier one franchisee shall mean a franchisee, holding a tier one franchise agreement, that operates tractors, trailers, trailer trains or trolley, having a seating capacity of more than eleven (11) passengers, with an overall length not exceeding sixty (60) feet.

Tier two franchisee shall mean a franchisee, holding a tier two franchise agreement, that operates motor vehicles or low speed vehicles having a maximum seating capacity of nine (9) passengers, that is not a tractor, trailer, trailer train or trolley.

Tractor shall mean every motor vehicle designated and used primarily for drawing other vehicles and so constructed as to carry a load other than part of the weight of the vehicle and load so drawn.

Trailer shall mean every vehicle without power coupled to or drawn by a motor vehicle designed for or used for transportation of passengers, with an overall length, including the length of the motor vehicle or tractor pulling the trailer, not exceeding sixty (60) feet.

Trailer train or trolley shall mean every sightseeing motor vehicle, or tractor, to which is attached not more than two (2) trailers, as herein defined, and designed for the purpose of carrying passengers for sightseeing with an overall length not exceeding sixty (60) feet.

Sec. 14-3. Prohibition of operation without franchise agreement.

It is the intent of these regulations to provide for the opportunity, but not the right, for operators of certain sightseeing motor vehicles, motor vehicles, and other specified vehicles to obtain a franchise agreement pursuant to this article. These

regulations are an authorized implementation of state policy consistent with Section 111 of Chapter 11148, 1925 Laws of Florida, as interpreted by the U.S. Middle District Court of Florida in *Avalon Carriage Service, Inc. v. Gamsey*. It shall be unlawful for any person or entity to operate these conveyances while carrying passengers within the city without obtaining a franchise agreement pursuant to this article. It shall also be unlawful for any person or entity to conduct sightseeing tours, special sightseeing tours, or sightseeing charters, in any sightseeing motor vehicle, without first obtaining a franchise agreement from the city, except for pedicabs regulated under Chapter 27. Each day any violation of this section occurs shall constitute a separate offense, punishable as outlined in section 14-24 herein. All operations of franchise holders rendered pursuant hereto shall be subject to the provisions of this chapter as a use of city property in compliance with adopted mobility plan and comprehensive plan regulations.

Sec. 14-4. Franchise agreements.

- (a) The city may, from time to time, enter into one (1) or more franchise agreements with particular grantee(s), granting the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property designated by the city commission in said city, for and during periods of up to twenty (20) years for tier one franchisees, up to ten (10) years for tier two franchisees.
 - (1) Said franchise agreements shall be for the purpose of a particular grantee's operating and maintaining these conveyances in said city, the enjoyment and exercise of the right so granted to be at all times in conformity with, and subject to, all provisions, terms and conditions of this article.
 - (2) A grantee's right to use the city's streets, alleys, public ways and places for the purposes herein shall not be exclusive, and the city reserves the right to grant the use of all streets, alleys, public ways and places to any person at any time during the period of any franchise granted pursuant to this article.
- (b) The enjoyment and exercise by a grantee of any and all rights to use the city's streets, alleys, public ways and places shall, at all times, be subject and subordinate to the dominant right of the public to use said streets, alleys, public ways and places and to the lawful exercise of control by the city over the use thereof.
- (c) The initial franchise agreements shall be issued only upon a finding by the city commission in public hearing, to be held within sixty (60) days of application by a prospective franchisee, that the issuance of the franchise agreement advances the public convenience and necessity based upon factors deemed relevant by the commission, which factors shall include, but not be limited to:
 - (1) Whether the need deemed necessary for visitor transporting exceeds the capacity of existing grantees.
 - (2) Whether the grant of the franchise would increase or decrease confusion to visitors and the likelihood that visitors would be more safely and efficiently conveyed through the historic district.

- (3) Whether the applicant has demonstrated the ability to: (i) comply with the terms and conditions of the ordinance and other city regulations, and (ii) safely transport visitors in the unique conditions of the city's streets and roads.
 - (4) Whether grant of the franchise would unreasonably increase or decrease congestion in the historic district.
 - (5) Whether an applicant wishes to serve an area not currently served by an existing franchise.
 - (6) Whether an applicant has sufficient financial resources and sufficient sightseeing motor vehicles to safely and reliably operate on a regular basis in an uninterrupted manner. A background investigation check shall be conducted to evaluate any bankruptcies, judgements, or liens against the applicant and any owners as part of demonstrating financial stability and resources.
 - (7) The applicant and any owners shall be subject to an initial background check for convicted criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify an applicant or owner from obtaining a franchise agreement. An applicant may appeal such disqualification to the city commission.
- (d) If, upon weighting the factors outlined herein, the commission votes to approve a franchise agreement to a grantee, in no event shall the franchise agreement so granted be upon terms more favorable than those terms of an existing franchise agreement granted to an existing grantee.
 - (e) The maximum number of franchisee agreements shall not exceed the following for each franchise tier:
 - (1) Tier one shall include a maximum of two (2) franchise agreements, with a maximum of sixteen (16) vehicles allowed to operate at any one time.
 - (2) Tier two shall include a maximum of fifteen (15) franchise agreements, with a maximum of three (3) vehicles per agreement to operate at any one time.
 - (f) To ensure competition and limit monopolistic ownership, a grantee may not own, operate, or have any financial, legal, or ownership interest in more than one tier one franchise, one tier two franchise or animal-drawn franchise.

Sec. 14-5. Seating capacity and appearance approvals.

- (a) Passenger seating capacity and external dimensions of each sightseeing motor vehicle shall be determined, established and approved by the franchise administrator, and the record of such passenger seating capacity shall be filed with the city manager of the city.
 - (1) The appearance and design of all sightseeing motor vehicles shall be unique and distinct for each grantee. The currently approved appearance and design of existing tier one grantees is solely reserved for those existing tier one grantees and shall not be replicated by any tier two grantee.

- (2) The appearance, external dimensions and design of all sightseeing motor vehicles shall be approved by the city commission prior to the operation of said vehicles upon the streets of the city.
- (3) Such seating capacity and appearance/design approval may be based on photographs, images and/or schematic diagrams of the vehicle. Such seating capacity and appearance/design approval is hereby granted to the licensed vehicles of the existing tier one grantees.
- (4) The seating capacity per sightseeing motor vehicle allowance for all grantees will be as follows:
 - a. Tier one seating capacity shall be more than eleven (11) passengers.
 - b. Tier two seating capacity shall be a maximum of nine (9) passengers.
- (5) Approvals of new vehicles for a tier one grantee, which vehicles are substantially similar to the existing approved vehicles operated by that grantee shall require approval by the franchise administrator and shall not be unreasonably denied. However, the franchise administrator shall have the authority to require new vehicles to conform to appearance standards that are compatible with existing grantee's and the structures within the city's historic districts.
- (6) It shall be unlawful for a grantee to operate and maintain any sightseeing motor vehicle which has a passenger seating capacity in excess of the passenger seating capacity determined, established and approved by the city.
- (b) It shall be unlawful for a grantee to operate any sightseeing motor vehicle without city approval of the appearance and design. It shall also be unlawful for a grantee to operate any sightseeing motor vehicle without city approval of the passenger seating capacity for the vehicle.
- (c) No sightseeing motor vehicle may carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry writings or signs in a manner to be approved by the franchise administrator which identifies each vehicle and the franchise holder.

Sec. 14-6. Fleet size limitations and vehicle medallions.

- (a) No franchise agreement shall authorize a tier one grantee to operate more than sixteen (16) sightseeing motor vehicles upon the public streets of the city at any one (1) time, or a tier two grantee to operate more than three (3) sightseeing motor vehicles upon the public streets of the city at any one (1) time, except pursuant to this section.
- (b) If a grantee desires to operate more than the permitted number of sightseeing motor vehicles upon the public streets of the city at any one (1) time for special events, grantee shall make written application to the franchise administrator requesting the number of additional sightseeing motor vehicles desired, and the reasons therefor.

- (1) Upon receipt of the written application, the franchise administrator shall, have thirty (30) days to review the application to determine if public necessity and convenience require the operation of the requested additional sightseeing motor vehicles upon the public streets of the city at any one (1) time.
 - (2) The franchise administrator shall grant, deny or modify the request contained in grantee's written application.
 - (3) Any grant or modification of the request may include a determination that the authorization for the additional sightseeing motor vehicles shall be for a duration that is different from (but does not exceed) the then-remaining duration of the franchise agreement held by the grantee.
 - (4) Any appeal of such determination shall be filed with the franchise administrator within thirty (30) days and shall be heard by the city commission at the next reasonably available city commission meeting date.
- (c) Upon the effective date of a franchise agreement issued pursuant to this article, the franchise administrator shall coordinate the issuance of sightseeing motor vehicle permit tags and thereafter a sightseeing motor vehicle medallions upon approved inspection by city fleet maintenance staff.
- (1) Medallions shall be valid for one year from the date of approved inspection by city fleet maintenance staff.
 - (2) Additional sightseeing motor vehicle medallions require approval pursuant to this section.
 - (3) The sightseeing motor vehicle medallions shall be in form and substance consistent in appearance with existing medallions.
 - (4) Any additional sightseeing motor vehicle medallions are subject to an approved inspection by city fleet maintenance staff.
- (d) Each sightseeing motor vehicle being operated on the public streets shall conspicuously display a sightseeing motor vehicle medallion on the rear of the vehicle or on the rear of the last trailer of the vehicle.
- (e) It shall be unlawful for a grantee to operate upon the public streets, at any one time, more sightseeing motor vehicles than are authorized by the grantee's franchise agreement and these regulations. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle medallion as required herein.
- (f) An existing franchisee shall be permitted to operate sightseeing motor vehicles with permit tags until the next annual inspection, where the vehicle is issued a medallion.

Sec. 14-7. Posting of fares; prohibition of street solicitation.

Rates of fare charged to passengers by grantees for sightseeing tours shall be publicly displayed on each sightseeing motor vehicle where same may be plainly seen by the public, or in the alternative may be posted conspicuously on websites, digital applications and links, brochures, ticket booths, or other

points of sale. The rates of fare shall also be clearly displayed at any off-street parking area or depot used by a grantee. Street solicitation by grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, and the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business.

Sec. 14-8. Designated loading zones.

- (a) It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place within the city other than at designated loading zones determined by the city manager.
- (b) Loading zones are to be designated for tier one and tier two grantees which are separate and distinct from designated loading zones for vehicles for hire.
- (c) Tier two grantees shall be prohibited from parking in loading zones designated for use by tier one grantees. Any designated loading zones for tier two grantees shall zones shall be located at least 100 feet away from designated loading zones for tier one loading zones.
- (d) These restrictions shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on property privately owned by the grantee or where a private property owner has agreed to allow a grantee to use the property as a loading zone.
- (e) Loading zones shall be designed in a safe and efficient manner for passengers and adjacent vehicular circulation.

Sec. 14-9. Insurance.

- (a) The city risk manager may, on an annual basis, determine the amount of insurance coverage to be required of a grantee. It shall be unlawful for a grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the city until grantee shall have first procured and filed with the city risk manager, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the city risk manager, grantee shall produce adequate proof that grantee is in compliance with all insurance requirements of this section.
- (b) The policy required by this section may be in the form of a separate policy for each vehicle or may be in the form of a fleet policy covering all vehicles operated by such grantee (or grantee's affiliates). In either event, such policy or policies shall provide insurance on each vehicle in the following amounts:
 - (1) Tier one: not less than one million dollars (\$1,000,000.00) for one (1) person injured or killed, and one million dollars (\$1,000,000.00) for all property damaged or destroyed in any one (1) accident, and not less than four million dollars (\$4,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a four million dollar combined single limit per occurrence.

- (2) Tier two: not less than five hundred thousand dollars (\$500,000.00) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000.00) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence.
- (c) Such policy or policies shall cover:
 - (1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of sightseeing motor vehicles operated by the grantee.
 - (2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by grantee's ownership, maintenance, operation or use of such sightseeing motor vehicle. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the city risk manager at least fifteen (15) days prior to the date of such alteration, modification or cancellation.
- (d) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the assured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the city risk manager.

Sec. 14-11. Drivers.

- (a) All tier one sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida CDL license. All tier two sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida driver's license.
- (b) All drivers shall have met all of the requirements of the Code of the city pertaining to Chapter 17, Article V, Certified Guides.
- (c) The franchise administrator shall initiate an annual background check for convictions of criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify a driver from driving a sightseeing motor vehicle. A driver may appeal such disqualification to the franchise administrator. The franchise administrator may, upon administrative review and consultation with the City Attorney and City Police Chief may in limited instances, issue an approval where a driver has served their sentence or complied with the terms associated with such offense.

- (d) The franchisee shall ensure that each of its drivers are registered with the city and receive an identification badge. Each driver is required to be photographed by the franchise administrator or submit two copies of photos as specified on operator application forms or driver registration forms. Any driver registered under the provisions of this article is required to promptly notify the franchise administrator of any change of place of employment to a new operator, or change of the vehicle which they are driving, or any action or event that would disqualify them from operating a sightseeing motor vehicle. The franchisee is ultimately responsible, to the best of their knowledge, for ensuring the franchise administrator has the most recent information for registered drivers.
- (e) Every sightseeing motor vehicle driver shall be clean and neat in appearance and shall, while on duty, wear the identification badge issued by the city bearing the inscription, "Sightseeing Motor Vehicle Driver." The inscription may include the word "Licensed", "Approved", "Permitted", or "Authorized" before Sightseeing. The identification badge shall also include the franchisee's name, the driver's name, the official city St. Augustine photograph of the driver and the seal of the City of St. Augustine, and the license year for which the badge is valid. The driver shall carry, wear, or have readily available said badge at all times and shall make available for review while engaged in the provision of sightseeing motor vehicles.

Drivers shall adhere to the following code of conduct:

- (1) Be courteous, respectful and professional with all passengers and the public.
- (2) Avoid abusive language, harassment, bullying or discrimination with all passengers and the public.
- (f) It shall be unlawful for any driver of a sightseeing motor vehicle, to leave or absent themselves for a distance greater than ten (10) feet from such sightseeing motor vehicle, for which they have charge as driver, while such sightseeing motor vehicle is in service; parked or standing in a designated loading/unloading zone. This section shall be construed to govern the drivers named herein only while conducting their business as a sightseeing motor vehicle or at such times where the vehicle is parked in designated loading/unloading zones. In the event of an emergency, assisting passengers, as directed by a first responder, or to use the restroom, a driver may leave or absent themselves for a distance greater than ten (10) feet, for a period of no more than 30 minutes, if another employee of the franchisee is present to stay with the sightseeing motor vehicle to ensure that it is not unduly accessed or put into service by an unauthorized driver or to move the vehicle for emergency purposes or allow other sightseeing motor vehicles to load and unload passengers.

Sec. 14-12. City approval of routes.

- (a) A tier one (1) grantee's proposed regular tour routes shall be submitted to the city for review by the city as part of the application to operate as a franchisee. The requested routes shall be reviewed by the city commission at a public hearing, with approval by resolution prior to grantee using such tour routes.

- (b) Request for limited duration special sightseeing tours, sightseeing charters, or modification of existing routes, shall be made to the franchise administrator on an individual basis and shall be submitted in writing. The franchise administrator shall have 30 days, starting from the date that the franchise administrator acknowledges that the request has been received, to review the request for approval. If such request for route approval is not acted upon within the 30-day review period, the request shall be deemed approved. Should the request be denied, the grantee shall have the option to appeal the request to the city commission and file and appeal with the franchise administrator within thirty (30) days of the denial.
- (c) The city commission shall, by resolution, from time to time, as in its judgement public necessity, safety or convenience may require, create, define and declare any areas within the city as "restricted areas" where franchisees are not allowed.

Sec. 14-13. Franchise fee.

- (a) Each tier one (1) grantee shall, until the first anniversary of the effective date of each grantee's franchise agreement, pay to the city, in the manner provided herein, a franchise fee of two (2) percent of grantee's gross revenues, as defined in this section.
- (b) The franchise fee paid by grantee to the city shall not be less than as stated herein for each tier:
 - (1) Tier one: not less than ten thousand dollars (\$10,000.00) in any given year of the franchise term.
 - (2) Tier two: two-thousand (\$2,000.00) in any given year of the franchise term.
- (c) After the third anniversary of the effective date of a grantee's franchise agreement, and each third year thereafter, the city may increase the percentage of gross revenue to be paid to the city by a grantee by no more than one-half (½) percentage point. However, the maximum percentage shall be capped at five (5) percent.
- (d) The annual franchise fee shall be payable in quarterly installments of two thousand five hundred dollars (\$2,500.00) each for tier one franchisee and five hundred dollars (\$500) each for each tier two franchisee, in advance, on the first day of January, April, July and October of each year commencing October 1st, and continuing thereafter during the term of any grantee's franchise term. The balance of a grantee's annual franchise fee, if any, shall be payable in full on January 15 of each year.
- (e) The term "gross revenues" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the grantee from sales of passenger tickets, less any sales tax, admission tax and cost to grantee for admission tickets to other attractions, if any.
- (f) In order that the city may determine the proper amount of the franchise fee each year, the city shall furnish to grantee the forms and guidelines for a system of accounting records, which forms grantee shall be required to maintain and make available to the city at all times. Grantee shall file with the

city, on the due date of each installment, a report on the form provided by the city showing yearly gross sales to the date of filing.

Sec. 14-14. City's audit rights.

The city shall, in addition to the accounting system as provided above, have access at all reasonable hours to all of each grantee's accounting, financial, statistical customer, and service records relating to the operation of grantee's sightseeing motor vehicles and to such other records as may be required by the city, together with such other information as the city may request in support of same. The city may conduct an annual audit of any grantee's records for the purpose of determining the accuracy of the gross sales reported by grantee. The nature and extent of the audit shall be determined by the franchise administrator.

Sec. 14-15. Reserved.

Sec. 14-16. Insurance companies.

All insurance policies which are required of the grantee under this article shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the risk manager. Such approval shall not be unreasonably denied. Certification of all insurance coverage shall be on file at all times with the risk manager. Any renewal certificates of insurance policies shall be filed with the risk manager at least ten (10) days prior to the expiration date of the original policy or policies.

Sec. 14-17. Grantees subject to city's police power.

A grantee shall, at all times during the life of a franchise agreement granted pursuant to this article, be subject to all lawful exercise of the police power of the city. The city and grantee may agree to such other franchise terms and conditions. The right is hereby reserved to the city to adopt by ordinance additional regulations which shall apply uniformly to all grantees by their respective tier, if applicable.

Sec. 14-18. Termination of franchise rights "for cause"; restriction on transfer.

(a) In the event a grantee, his successors or assigns:

- (1) Violates or fails to promptly perform all of the provisions of section 14-9 of this article; or
- (2) Violates or fails to promptly perform all of the provisions of section 14-13 of this article; or
- (3) Is found to be in violation of this article by the city commission, special magistrate, or court with jurisdiction more than four (4) times in any calendar year.
- (4) Voluntarily or involuntarily becomes bankrupt; or
- (5) Voluntarily or involuntarily has a receiver appointed; or
- (6) Has assets sold at sheriff's sale or any other judicial sale; or
- (7) Involuntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise; or

- (8) Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the city commission; or
 - (9) Knowingly files false financial statements with the city; or
 - (10) Has operator or ownership interest in more than one (1) tier one and one (1) tier two franchise or horse carriage franchise; or
 - (11) Willfully fails to file the required financial information with the city.
- (b) In the event a grantee, its successors or assigns, after notice (if practicable), fails to cure such action/inaction, the rights, permits and privileges granted to grantee, or its successors or assigns by its franchise agreement, shall be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and a franchise agreement may be forfeited, terminated and cancelled for any other reason authorized by the law of the State of Florida.
- (c) A franchise is not proprietary to the franchisee. Franchisees may not sell, mortgage, or transfer the franchise. The ownership or shareholder composition of a franchise entity may be sold or transferred, however the franchise entity must remain in the name identified in the franchise agreement.

Sec. 14-19. Performance review and performance renewal.

- (a) From time to time during each grantee's franchise agreement (the duration of which is established pursuant to each grantee's franchise agreement) the franchise administrator shall evaluate each grantee's performance based upon the following categories:
- (1) Compliance with the terms and conditions of this article and grantee's franchise agreement;
 - (2) Responsiveness to customer complaints;
 - (3) Safety;
 - (4) Cleanliness, condition and appearance of sightseeing motor vehicles.
- (b) After each such evaluation the franchise administrator will issue an evaluation report specifically addressing each area of concern to the grantee.
- (c) Each grantee may, within five (5) years of the scheduled termination of that grantee's franchise agreement, apply to the city commission for a renewal of that grantee's franchise agreement. If, at the time of such application, the grantee has reasonably addressed all concerns outlined in the franchise administrator's most recent evaluation report of the grantee, said grantee shall be presumed, absent good cause shown to the contrary, to be entitled to a renewal of its franchise agreement for a term of years to be determined by the city commission, and such renewal shall be granted upon the terms and conditions as are then applicable to all similar tier franchisees under the terms of this ordinance, as amended. Nothing contained herein shall be construed to prohibit any amendment to this ordinance which is applicable to all grantees.

Sec. 14-20. Accessibility.

Each grantee hereunder shall comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991. Notwithstanding any provisions of any law regarding accessibility, each tier one grantee hereunder shall, within one (1) year of the granting of that grantee's franchise, maintain in its fleet at least one (1) motor vehicle which is wheelchair accessible, which wheelchair accessible motor vehicle shall be available for sightseeing purposes upon grantee receiving at least twenty-four (24) hours notice of the requested use of same.

Sec. 14-21. Prohibited vehicles.

Megacycles, amphibious vehicles, pedal pubs or similar type vehicle, golf carts, and pedicabs, are not qualified for use as franchise sightseeing motor vehicles pursuant to this chapter. Pedicabs are permitted to provide sightseeing services as provided for in Chapter 27.

Sec. 14-22. Observance of certain holidays.

Each grantee having a sightseeing motor vehicle franchise within the city is hereby given leave to cease operations on holidays specified in their respective franchisee agreements.

Sec. 14-23. Minimum equipment, maintenance.

- (a) Each sightseeing motor vehicle shall have the following equipment:
 - (1) Brakes.
 - (2) Emergency brake.
 - (3) Exhaust system.
 - (4) Headlights.
 - (5) Horn.
 - (6) Stop lights.
 - (7) Tag lights.
 - (8) Tail lights.
 - (9) Tires.
 - (10) Turn signals.
 - (11) Windshield wipers.
- (b) Each sightseeing motor vehicle should be maintained in a clean, well painted manner so as to provide a generally good appearance.
- (c) The grantee, at least annually, shall subject each sightseeing motor vehicle to a complete and thorough inspection by the city's fleet maintenance staff in accordance with the policies, procedures, requirements and schedules established by the franchise administrator. If upon inspection the vehicle is found to comply with the requirements of subsections (a) and (b) above and there is a current franchise agreement on file for the owner of the vehicle, then

a medallion will be issued. The medallion will be fixed to the outside left rear of the vehicle, in plain view from the rear of the vehicle. A vehicle may be inspected and found to comply with the requirements; however, if there is no current franchise agreement on file, a medallion will not be issued until a current franchise agreement is obtained.

- (d) The police chief is given full power to suspend a medallion if it is determined that the operation of a sightseeing vehicle would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the franchisee. The sight-seeing vehicle may not be returned to service until it has been inspected and found to comply with subsections (a) and (b) above.

Sec. 14-24. Penalties for violation.

County Court:

- (a) A violation of this code is a civil infraction.
- (b) The civil penalty is \$500.00.
- (c) If the person who has committed the civil infraction does not contest the citation, the penalty shall be reduced by \$50.00, to \$450.00.
- (d) The issuance of a citation shall be by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
- (e) The citation may be contested in county court.

Suspension, Revocation, Administrative Review:

- (f) Any violation of the provisions of this article may be punishable as provided in section 1-8 of this Code, pursuant to code enforcement proceedings, or pursuant to the administrative penalties identified herein. Each day any violation shall continue shall constitute a separate offense.
- (g) The franchise administrator is authorized to enforce this article, and to adopt rules and regulations for the proper administration and enforcement of this chapter. In addition, code enforcement officers and law enforcement officers may enforce violations of this code pursuant to law.
- (h) The franchise administrator shall have the right to audit the records of the franchise operations including, but not limited to, driver background checks, for purposes of verifying compliance with this article.
- (i) In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties:
 - (1) The penalty for a first violation under this chapter shall be an official written warning.
 - (2) The penalty for a second violation under this chapter shall pay a \$500 fine and a second written warning.

- (3) Upon three (3) violations under this chapter within a twelve month period, the penalty is a \$500 fine and the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty (30) days. Should operations occur during the thirty (30) day suspension period, the vehicle may be impounded and the franchisees franchise agreement terminated.
 - (4) Upon four (4) violations under this chapter within a twelve-month period, the penalty is a \$500 fine and the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period or have the franchise agreement terminated.
 - (5) The franchisee operator, its agents, employees, or persons acting on its behalf, shall be liable for any penalties prescribed within this section, or pursuant to law.
 - (6) Prior to any suspension or revocation of a franchise, the city commission shall hear evidence presented by the franchise administrator establishing the basis for the suspension and the operator shall have the right to present evidence to the city commission that supports why they feel they should not be suspended or have their franchise revoked. The city commission shall hear the evidence from both parties and shall vote to approve a suspension or permit revocation prior to any suspension of operations or the revocation of a franchise.
- (j) Any law enforcement officer, code enforcement officer, or other authorized City official may order the removal, immobilization, or impoundment of any franchise or non-franchise vehicle operating within the City when one or more of the following conditions exist:
- (1) The vehicle is operating without a valid City-issued franchise required by this Chapter.
 - (2) The vehicle is operating in violation of a suspension or revocation order.
 - (3) The vehicle is creating an obstruction to traffic or pedestrian movement.
 - (4) The vehicle is parked or operating in a location not authorized for staging, loading, or unloading.
 - (5) The vehicle is unattended and unlawfully present on public or City-controlled property.
 - (6) The vehicle is involved in an enforcement action, investigation, or arrest.
 - (7) The vehicle otherwise presents a risk to public health, safety, or welfare.

ARTICLE II. TRANSPORTATION BY ANIMAL-DRAWN VEHICLES FOR PURPOSES OF TOURING

Sec. 14-50. Short title.

This article shall be known and may be cited as the "City of St. Augustine Transportation by Animal-Drawn Vehicles Ordinance" and may be cited herein as the "ordinance".

Sec. 14-51. Reserved.

Sec. 14-52. Definitions.

- (a) *Definitions.* Except where the context clearly indicates otherwise, the following terms and phrases as used in this article shall have the following meanings:

Animal shall mean any horse or mule used for touring purposes and operated under a franchise agreement.

Animal-drawn vehicle shall mean a carriage or vehicle drawn or pulled by an animal used for touring purposes.

Business day shall exclude Saturday, Sunday and any day of the week determined to be a holiday according to the annual city holiday calendar.

Code enforcement shall mean any of the legally available methods of enforcement of municipal ordinances or designee.

Driver/operator shall mean the person or persons driving an animal-drawn vehicle.

Fire department shall mean the fire chief or designee.

Franchise agreement shall mean the agreement between the city and a franchisee authorizing the franchisee to operate animal-drawn vehicles on the public streets of the city, subject to the terms of this article.

Franchisee/Grantee shall mean the grantee of authority to operate animal-drawn vehicles under a franchise agreement entered into between the city and franchisee, subject to the terms of this article.

Franchise administrator means the city manager or designee authorized to administer this chapter regulating franchises in the City of St. Augustine. The determination of the VFH administrator shall be deemed the final administrative action unless otherwise specified.

Medallion shall mean the vehicle identification issued pursuant to this article which represents the permission granted to franchisee to operate an animal-drawn vehicle within the jurisdictional limits of the city.

Out of service shall mean when the animal is unhitched from an animal-drawn vehicle and out of its harness.

Police department shall mean the chief of police or designee.

Rate or Fare shall mean the price paid for an animal-drawn vehicle tour.

Rest shall mean the time when the animal is in service but not actively engaged in the act of pulling an animal-drawn vehicle.

Stable shall mean the barn where the animals are kept.

Stall shall mean individual space within the barn where each animal is kept.

Tour guide shall mean any person who for compensation offers to show and describe the points of interest and historical places in the city.

Tour or touring shall mean the conducting of or the participation in sightseeing in the districts for hire or in exchange for a donation.

Transfer Station shall mean a designated facility or area designed to facilitate the loading, unloading and daily staging of horses that does not permit overnight storage of horses, without prior written authorization from the franchise administrator.

Wet Bulb Globe Temperature (WBGT) – A comprehensive measure of heat stress, factoring in air temperature, humidity, wind speed, sun angle and cloud cover.

Sec. 14-53. Prohibition of operation without franchise agreement

- (a) It is the intent of these regulations to provide for the opportunity, but not the right, for operators of certain sightseeing animal-drawn vehicles, motor vehicles, and other specified vehicles to obtain a franchise agreement pursuant to this article. These regulations are an authorized implementation of state policy consistent with Section 111 of Chapter 11148, 1925 Laws of Florida, as interpreted by the U.S. Middle District Court of Florida in *Avalon Carriage Service, Inc. v. Gamsey*. It shall be unlawful for any person or entity to operate these conveyances while carrying passengers within the city without obtaining a franchise agreement pursuant to this article. It shall also be unlawful for any person or entity to conduct sightseeing tours, special sightseeing tours, or sightseeing charters, in any sightseeing animal-drawn vehicle, without first obtaining a franchise agreement from the city. Each day any violation of this section occurs shall constitute a separate offense, punishable as outlined in section 14-80 herein.

Sec. 14-54. Franchise agreements.

- (a) The franchise administrator may enter into a franchise agreement. Each franchise agreement shall be granted for a period not to exceed five (5) years and shall automatically renew upon the expiration of the initial franchise term on a year-to-year basis so long as the franchisee is in good standing, unless either party gives three (3) months written notice prior to the expiration of the current term that it does not intend to renew the agreement.
- (b) A franchisee's authorization to use the city's streets, alleys, public ways and places for the purposes herein shall not be exclusive, and the city reserves the authority to grant the use of the city's streets, alleys, public ways and places to any person at any time during the period of any franchise granted pursuant to this article.
- (c) The enjoyment and exercise by a franchisee of any and all rights to use the city's streets, alleys, public ways and places shall be subject and subordinate to the dominant right of the public to use streets, alleys, public ways and places and to the lawful exercise of control by the city over the use thereof.
- (d) During the term of the franchise agreement, the franchisee shall remain authorized to legally conduct business within the State of Florida, pursuant to Florida Statutes;
- (e) The franchisee shall agree to operate its business strictly in accordance with the ordinances of the city applicable thereto as from time to time amended;

- (f) The franchisee shall agree that upon the violation of any provisions of this article by the franchisee, its agents, employees or persons acting on its behalf, the franchisee shall be subject to penalties prescribed within this article.
- (g) To ensure competition and limit monopolistic ownership, a grantee may not own, operate, or have any financial, legal, or ownership interest in more than one franchise in each category.
- (h) A franchisee shall commence operations within ninety (90) days of franchise issuance and shall continuously provide the authorized services under the franchise. Failure to commence operations, or cessation of substantially all operations for sixty (60) consecutive days without City approval, shall constitute abandonment of the franchise and may result in revocation or forfeiture.
- (i) The franchisee shall be actively engaged in the ownership, management, and day-to-day operation of the business operating under the franchise and shall not permit the franchise to be used solely by another person or entity.
- (j) A franchisee shall be allowed to use one (1) electric "horseless" carriage in addition to issued medallions. Electric "horseless" carriages may also be used in substitution of a horse carriage for each medallion.

Sec. 14-55. Franchise application requirements.

The applicant shall submit an application with the city for a franchise agreement with proof of the following:

- (1) Documentation demonstrating that the applicant is authorized to legally conduct business within the State of Florida pursuant to Florida Statutes and, if applicable, a completed application for a business tax receipt for operation of a business within the city limits;
- (2) Intended hours of operation;
- (3) Location of facilities to be used for the housing of animals;
- (4) Name of Doctor of Veterinary Medicine, duly licensed in the state, for compliance with city's requirement to provide the animal's certificate of health;
- (5) Applicant's qualifications include but are not limited to; previous experience in the operation of animal-drawn vehicles on public streets, together with the applicant's business plan, proposed hours of operation, background check information, and any other relevant experience or qualifications demonstrating the ability to safely and responsibly operate such services. Any adjudicated by a competent authority that results in a finding of animal abuse, neglect, or mistreatment shall be deemed disqualified from obtaining a franchise;
- (6) Number of permits requested (subject to the provisions of this article);
- (7) Number of carriages to be operated (Number of carriages shall equal or exceed number of permits requested.);
- (8) Acknowledgment by the applicant that any franchise shall be nonexclusive; and

- (9) Acknowledgment by the applicant that upon the violation of any provisions of this article by the applicant/franchisee, its agents, employees or persons acting on its behalf, the applicant/franchisee shall be liable for any penalties prescribed within this article.
- (10) Identification of any bankruptcy, conviction of any crime, and proof of a valid Florida driver's license for the members of the proposed management team.
- (11) Any franchisee whose franchise is revoked, terminated, canceled, or not renewed by the City due to a violation of, or failure to comply with, the provisions of this Ordinance, applicable rules, permit conditions, or other lawful requirements imposed pursuant thereto, shall thereafter be deemed ineligible to apply for, receive, or hold any future franchise issued under this ordinance.

Sec. 14-56. Reserved

Sec. 14-57. Posting of fares

- (a) Animal-drawn vehicles shall clearly display, in a legible format approved by the franchise administrator, rates and charges for all passengers. The displays shall clearly indicate the forms of payment accepted by the animal-drawn vehicles. If there are any varying rates charged per route, time or passenger, then the animal-drawn vehicles shall clearly display the varying rates for passengers.
- (b) It shall be unlawful for the grantee or driver of any animal-drawn vehicle to charge or demand any passenger any sum of money in excess of the rates or charges displayed. The rates or charges for payment shall not vary during the time a ride is being provided. The only exception is if passengers request an extended route or time and agree to the rate charged.
- (c) The driver of animal-drawn vehicle shall document the agreed to rate, the date, and time of each ride. The driver shall also record any requested extension and agreed to rate.
- (d) Any gratuity, fee, service charge, or tax rate shall be clearly disclosed and displayed prior to providing any animal-drawn vehicle sightseeing service.

Sec. 14-58. Designated Loading and unloading.

- (a) The franchise administrator may formulate and promulgate reasonable rules and regulations for use of designated loading areas in order to ensure equality of opportunity among operators, prevent discrimination among animal-drawn vehicles and prevent unfair practices among the owners, operators and drivers of such animal-drawn vehicles for hire.

Sec. 14-59. Insurance.

- (a) The city risk manager may, on an annual basis, determine the amount of insurance coverage to be required of a grantee. It shall be unlawful for a grantee to operate any animal-drawn vehicles on the public streets, avenues and other public ways of the city until grantee shall have first procured and filed with the city risk manager, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and

to conduct business in the State of Florida. Upon request by the city risk manager, grantee shall produce adequate proof that grantee is in compliance with all insurance requirements of this section.

- (b) The policy required by this section may be in the form of a separate policy for each animal-drawn vehicle or may be in the form of a fleet policy covering all animal-drawn vehicles operated by such grantee (or grantee's affiliates). In either event, such policy or policies shall provide insurance on each animal-drawn vehicle in the following amounts:
 - (1) not less than five hundred thousand dollars (\$500,000.00) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000.00) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence.
- (c) Such policy or policies shall cover:
 - (1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of animal-drawn vehicles operated by the grantee.
 - (2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by grantee's ownership, maintenance, operation or use of such animal-drawn vehicle. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the city risk manager at least fifteen (15) days prior to the date of such alteration, modification or cancellation.
- (d) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the assured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the city risk manager.

Sec. 14-60. Reserved.

Sec. 14-61. Drivers.

- (a) All animal-drawn vehicles shall be operated by a driver who has a current, valid State of Florida driver's license.
- (b) The franchise administrator shall initiate an annual background check for convictions of criminal traffic offense, felony convictions, violent or sexual

crimes, or registration as a sexual offender. Any of these shall disqualify a driver from being a driver or operator. A driver may appeal such disqualification to the franchise administrator. The franchise administrator may, upon administrative review and consultation with the City Attorney and City Police Chief may in limited instances, issue an approval where a driver has served their sentence or complied with the terms associated with such offense.

- (c) All drivers offering sightseeing services shall have met all of the requirements of the Code of the city pertaining to Chapter 17, Article V. Certified Guides.
- (d) The franchisee shall ensure that each of its drivers are registered with the city and receive an identification badge. Each driver is required to be photographed by the franchise administrator or submit two copies of photos as specified on operator application forms or driver registration forms. Any driver registered under the provisions of this article is required to promptly notify the franchise administrator of any change of place of employment to a new operator, or any action or event that would disqualify them from operating an animal-drawn vehicle. The franchisee is ultimately responsible for ensuring the franchise administrator has the most recent information for registered drivers.
- (e) Every animal-drawn vehicle driver shall be clean and neat in appearance and shall, while on duty, wear the identification badge issued by the city bearing the inscription, "Animal-Drawn Vehicle Driver." The inscription may include the word "Licensed", "Approved", "Permitted", or "Authorized" before Animal. The identification badge shall also include the franchisee's name, the driver's name, the official city of St. Augustine photograph of the driver, the seal of the City of St. Augustine, and the license year for which the badge is valid. Said badge shall be worn in plain view at all times while engaged in the driving an animal-drawn vehicle.

Drivers shall adhere to the following code of conduct:

- (1) Be courteous, respectful and professional with all passengers and the public.
- (2) Avoid abusive language, harassment, bullying or discrimination with all passengers and the public.
- (f) It shall be unlawful for any driver of an animal-drawn vehicle, to leave or absent themselves for a distance greater than ten (10) feet from such animal-drawn vehicle of which they have charge as driver, while such animal-drawn vehicle is in service; parked or standing along the side of the curb of any public street within the city. This section shall be construed to govern the drivers named herein only while conducting their business as an animal-drawn vehicle or at such times where the vehicle is parked in designated areas. An employee of the franchisee may stay with the animal-drawn vehicle to ensure that it is not unduly accessed, disturbed, or put into service by an unauthorized driver in instances where a registered driver is located more than ten (10) feet from the animal-drawn vehicle.

Sec. 14-62. Prescribed routes; restrictions.

- (a) *Routes.* Animal-drawn vehicles shall only operate on routes established by resolution of the city commission after public hearing.
- (b) *Route modifications.* Such routes may be temporarily changed or altered by the franchise administrator if determined to be necessary for public safety reasons, with such changes being appealable to the city commission.
- (c) *Picking up off-route passengers.* An animal-drawn vehicle may leave a prescribed route to pick up *passengers* so long as the animal-drawn vehicle travels from a prescribed route and directly to the fare pick up location. Upon picking up an off-route fare, an animal-drawn vehicle shall immediately return directly to, and remain on, a prescribed route.
- (d) *Dropping off passengers.* An animal-drawn vehicle may leave a prescribed route to drop off a *passengers* so long as the animal-drawn vehicle travels from a prescribed route and directly to the fare drop off location. Upon dropping off a route *passengers*, an animal-drawn vehicle shall immediately return directly to, and remain on, a prescribed route.
- (e) *Temporary restrictions.* During special events or in the case of accidents or emergency incidents, the city shall be permitted to establish restrictions or relocate routes, pick-up and drop-off locations, or require detour or suspension of the provision of services.
- (f) Request for limited duration special sightseeing tours, sightseeing charters, or modification of existing routes, shall be made to the franchise administrator on an individual basis and shall be submitted in writing. The franchise administrator shall have fourteen (14) calendar days, starting from the date that the franchise administrator acknowledges that the request has been received, to review the request for approval. If such request for route approval is not acted upon within 14-day review period, the request shall be deemed approved. Should the request be denied, the grantee shall have the option to appeal the request to the city commission and file and appeal with the franchise administrator within thirty (30) days of the denial.

Sec. 14-63. Franchise Fee

One thousand dollars (\$1,000.00) times the number of medallions issued under the franchise shall be paid in quarterly installments from the date of execution of the franchise agreement on dates specified in the franchise agreement.

- (a) The franchise administrator shall limit the total number of medallions issued by the city. The total number of medallions issued by the city shall not exceed fifteen (15).
- (b) Except as provided in this subsection, the number of medallions issued to a single franchise shall not exceed five (5).
- (c) All medallions granted to a franchisee shall remain with that franchise, unsevered and unassigned.
- (d) Franchises are nontransferable.

- (e) No franchisee, no subsidiary of a franchise and no person or entity who holds an ownership interest in a franchise may manage, operate or otherwise control, directly or indirectly, any medallion(s) not issued to that franchise.

Sec. 14-64. Reserved.

Sec. 14-65. Reserved.

Sec. 14-66. Reserved.

Sec. 14-67. Compliance with traffic regulations.

Any person, grantee, or driver having been issued a identification badge under this article to engage in the business of operating animal-drawn vehicles shall be subject to all traffic provisions of this Code and other ordinances and regulations now in effect in the city and all traffic ordinances and regulations which may pertain to the operation of animal-drawn vehicles, hereinafter enacted or adopted by the city, and such rules and regulations formulated and promulgated by the franchise administrator under authority of this article.

Sec. 14-68. Reserved.

Sec. 14-69. Reserved.

Sec. 14-70. Reserved.

Sec. 14-71. Reserved.

Sec. 14-72. Reserved.

Sec. 14-73. Minimum Equipment Maintenance.

- (a) The grantee of an animal-drawn vehicle franchise shall subject the vehicle to a complete and thorough inspection in accordance with the policies, procedures, requirements and schedules established by the franchise administrator. The franchise administrator shall exercise sole discretion in scheduling the time for such inspection with the city's fleet maintenance staff but in no event shall the inspection occur less frequently than once every twelve (12) calendar months. Every animal-drawn vehicle in service shall have the following equipment in good repair on the vehicle:
- (1) Vehicle body condition (free from corrosion or rot)
 - (2) Electrically powered lights or lanterns and reflectors that shall be visible from a distance of five hundred (500) feet in any direction.
 - (3) Grab handles.
 - (4) Traces.
 - (5) Harness.
 - (6) Seats.
 - (7) Rubber surfaced wheels.
 - (8) Top.

- (9) Shafts.
- (10) Steps.
- (11) Lights on any vehicle licensed to operate at night.
- (12) Brakes.
- (13) Sign located on the rear of the vehicle indicating that the vehicle is "slow moving."
- (14) Warning Triangles
- (15) Diapering apparatus that prevents the droppings of the animal from being deposited on the ground or the right-of-way.
- (16) Two-way communication system such as a radio or cell phone.
- (b) An animal-drawn vehicle will be maintained in a clean well painted manner so as to provide a generally good appearance.
- (c) The police chief is given full power to suspend a franchise/medallion if it is determined that the operation of a sightseeing vehicle would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the franchisee. The sightseeing vehicle may not be returned to service until it has been inspected and found to comply with subsections (a) and (b) above.

Sec. 14-74. Animal-drawn vehicle safety during operation.

- (a) At all times the animal-drawn vehicle must be occupied by an operator in the driver's seat or attend to the animal from the ground.
- (b) At no time shall a horse be separated from its carriage on any City street unless it is an emergency situation.
- (c) Animals shall not engage in work with harnesses or bits which harm or are unsafe to the animal.
- (d) Harnesses, bridles, bits and padding shall be properly fitted and kept clean and in good repair, free of makeshifts like wire, rope and rusty chain.
- (e) Trace chains shall not put pressure on the collar and shoulders of the animal when it starts pulling the carriage resulting in a jolting start versus a smooth start with a snug collar already in place.
- (f) Breeching shall fit so that it will not rub or hinder the hind leg movement of the animal.
- (g) Water shall be provided to each animal after completing a tour or offered at least once per hour.
- (h) Animals shall be provided electrolyte supplements as needed.
- (i) Animals shall have at least fifteen (15) minutes' rest between back-to-back tours.

- (j) In a twenty-four (24) hour period, animals shall not engage in work more than eight (8) consecutive hours in a twenty-four (24) hour period without a one and one-half (1½) hour break being disconnected from the vehicle.
- (k) Animals shall not work more than six (6) days in any seven (7) day period, except during the period from June 1 through August 30, when animals shall not work more than five (5) days in any seven (7) day period.
- (l) Be responsible for removal from city's streets, alleys, public ways and places of all manure and droppings by 6:00 p.m. of the day of the occurrence and after completion of the last route of the day if the last route ends after 6:00 p.m. or, in the event of a charter on a route other than a prescribed route, immediately following the completion of that charter trip.

Sec. 14-75. Care of animals.

In the event of an allegation of animal abuse, neglect, or mistreatment involving the Franchisee, the City reserves the right, in its sole discretion, to temporarily suspend all or part of the Franchisee's operations pending the outcome of a formal investigation by a competent authority, including but not limited to, the City Manager or designee. Such suspension may be imposed immediately upon written notice to the Franchisee when the City determines that continued operation may pose a risk to animal welfare, public safety, or the public interest.

During any period of suspension, the Franchisee shall comply with all directives of the City and shall remain fully responsible for the proper care, housing, feeding, veterinary treatment, and general welfare of all horses.

If allegations of animal abuse are documented, formally investigated, and adjudicated by a competent authority, and such adjudication results in a finding of animal abuse, neglect, or mistreatment, the Franchise Agreement shall be immediately terminated, without notice or opportunity to cure. Termination shall be effective upon written notice to the Franchisee.

For purposes of this section, "documented abuse" includes findings issued by a court of law, administrative agency, animal control authority, or other governmental or regulatory body with jurisdiction. Termination under this provision shall not limit the City right to pursue any additional remedies available under this Agreement or under applicable law, including review by the City Manager or designee and recommended action to the City Commission.

If the investigation does not result in a finding of documented abuse, the City may, at its discretion, reinstate the Franchisee's operations, with or without conditions deemed necessary to protect animal welfare and the public interest.

No animal shall be used to draw a carriage unless the animal is in good health and the following standards are met:

- (1) The animal is kept in good care, health, and working condition; shall not have open sores or wounds nor shall such animal be lame or have any other ailments unless the driver has in the driver's possession a current written statement by a veterinarian that the animal is fit for such work, notwithstanding such condition.
- (2) The animal shall be properly and appropriately groomed.

- (3) Animals shall not engage in work with equipment causing an impairment of vision, other than normal blinders.
- (4) Animals shall not be driven at a speed faster than a slow trot.
- (5) Animals shall not be subject to any cruel or harassing treatment or equipment.
- (6) Animals daily shall receive an adequate amount of equine feed, free from contamination, sufficient in quantity, adequate in nutritional value and provided frequently enough to meet normal daily requirements for the animal's condition, special needs, environmental factors and size of the animal so as to maintain satisfactory health.
- (7) Any recently acquired horse for use in animal-drawn carriage operations shall be quarantined for a minimum period of twenty-one (21) consecutive days prior to being placed into service or commingled with other horses used in carriage operations.
- (8) The City shall be notified immediately of any suspected or confirmed equine infectious or communicable disease, reportable disease event, quarantine, movement restriction, or other veterinary-determined health condition requiring notification to the Florida Department of Agriculture and Consumer Services (FDACS).

Sec. 14-76 Training program.

- (a) Each horse-drawn carriage company shall at the City's request implement a training program for both its tour guides and horses to ensure proficiency when operating on the public right-of-way.
- (b) Training materials and records shall be made available for inspection by the City.
- (c) Any animal pulling a carriage shall be desensitized or otherwise trained to tolerate urban conditions prior to being placed in service. Records pertaining to desensitization training shall be maintained by carriage companies for inspection by the City.

Sec. 14-77. Sheltering of animals within city limits.

- (a) Stalls shall be kept clean and excreta shall be removed daily.
- (b) Adequate water shall be provided in stalls at all times while any animal is present.
- (c) Fans should be used to increase ventilation when the Wet Bulb Globe Temperature reaches 85 degrees.
- (d) Sharp surfaces and any other hazards shall not be permitted in any stall where they can come in contact with the animals.
- (e) The practice of tethering the animal in a stall is permitted so long as the animal does not have the opportunity to lie down or is not laying down. Tethering down an animal that can lay down or is laying down risks entanglement or injury.
- (f) There shall be no smoking at any time in the stall area.

- (g) Unless otherwise directed by a veterinarian, animals shall be given pasture turn-out time of a minimum of two (2) non-consecutive weeks every four (4) months. The City may require that animals housed on city-owned property be promptly removed in advance of a weather emergency as determined by the franchise administrator;
- (h) All stalls shall be subject to inspection by either code enforcement or the fire department. Fire extinguishers must be kept in obvious places in every stall area as required by law and as recommended by the fire department.

Sec. 14-78. Certificate of health of animals required.

The following are required to ensure the health of animals:

- (a) Bi-annual City veterinary inspections required. As a condition of maintaining a franchise agreement, each franchisee shall ensure that every animal used in the operation of animal-drawn vehicles, and each stable area located within the City limits and used in the business, is inspected by a City-approved and licensed Doctor of Veterinary Medicine twice annually, no later than May 15 and November 15 of each calendar year, at the franchisee's expense.
- (b) Certification of fitness for carriage work. Following each required inspection, the examining veterinarian shall certify to the City that the animal has been examined and is in good health and physically fit to draw an animal-drawn vehicle without endangering the health or welfare of the animal.
- (c) Additional examinations upon reasonable notice by the City, animals shall be made available for additional physical examination by a licensed veterinarian selected by City at Franchise expense. Documentation of such examinations shall be maintained by the franchisee and provided to the City upon request.
- (d) Testing, vaccinations, and preventative care:
 - (1) Coggins test. Each animal shall maintain a current negative Equine Infectious Anemia (Coggins) test conducted annually, with documentation maintained on file and provided to the City upon request.
 - (2) Vaccinations. Animals shall be vaccinated by a licensed veterinarian for diseases and risk factors appropriate to the region, consistent with generally accepted veterinary practices.
 - (3) Parasite control. Animals shall receive parasite control treatment as determined necessary by a licensed veterinarian.
- (e) Records and compliance. All veterinary inspection reports, certifications, testing results, and related health records required under this section shall be maintained by the franchisee and made available for City inspection upon request.
- (f) Enforcement. Failure to comply with the requirements of this section shall constitute a violation of this article and may result in suspension of Franchise, or other penalties as provided by this Code.

Sec. 14-79. Equine Heat.

- (a) Franchisees and drivers shall use caution when working animals in adverse weather conditions including but not limited to high heat and humidity, heavy rain, and other slippery or reduced visibility situations.
- (b) Monitoring Temperature. The official thermometer used for determining the Wet Bulb Globe Temperature (WBGT) shall be permanently affixed and monitored through FSWN CityStAug at 111 Avenida Menendez, St. Augustine Municipal Marina. The backup thermometer used for determining the WBGT shall be located and monitored through FSWN at the St. Johns Fire Station 9 – South Ponte Vedra Beach.
- (c) Heat Guidelines. The following air temperatures shall be applied:
 - (1) When the Wet Bulb Globe Temperature reaches 90, all drivers shall discontinue working their animals and pull them off the street until the wet bulb globe temperature decreases below the above-stated temperature as directed by the franchise administrator or designee.
 - (2) In the event of a weather emergency, the franchise administrator may order all animals to be removed from the city's streets, alleys, public ways and stabled safely in advance of a storm.

Sec. 14-80. Penalties.

In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties:

County Court:

- (1) A violation of this code is a civil infraction.
- (2) The civil penalty is \$500.00.
- (3) If the person who has committed the civil infraction does not contest the citation, the penalty shall be reduced by \$50.00, to \$450.00.
- (4) The issuance of a citation shall be by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
- (5) The citation may be contested in county court.

Suspension, Revocation, Administrative Review:

- (6) The penalty for a first violation under this chapter shall be an official written warning. If the penalty involves Care of Animals or Equine Heat then a \$500 fine shall be issued along with the written warning.
- (7) The penalty for a second violation under this chapter shall pay a \$500 fine and a second written warning will be issued.
- (8) Upon three (3) violations under this chapter within a twelve month period, the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty (30) day. Should

operations occur during the suspension period the carriage may be impounded and the franchisees franchise agreement terminated.

- (9) Upon four (4) violations under this chapter within a twelve month period, the penalty is a \$500 fine and the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period or have the franchise agreement terminated.
- (10) Franchisee, its agents, employees, or persons acting on its behalf, shall be liable for any penalties prescribed within this section.
- (11) Prior to any suspension or revocation of a franchise, the city commission shall hear evidence presented by the franchise administrator establishing the basis for the suspension and the franchisee shall have the right to present evidence to the city commission that supports why they feel they should not be suspended or have their franchise revoked. The city commission shall hear the evidence from both parties and shall vote to approve a suspension or permit revocation prior to any suspension of operations or the revocation of a franchise.
- (12) Any entity, company, or person not approved as a franchise that provides animal-drawn vehicle services within the city shall be subject to issuance of a violation by law enforcement and a written warning from the franchise administrator.
- (13) Any entity, company, or person not approved as a franchise that provides animal-drawn vehicle services within the city shall be subject to impoundment and permanent suspension for being able to apply for a franchise agreement. The city may also work with law enforcement or the Florida Department of Highway Safety and Motor Vehicles to pursue suspension of driving privileges as permitted by Florida law.

Sec. 14-81. Administration and appeals.

- (a) All appeals by a franchisee or applicant from an interpretation or determination by the franchise administrator shall be made to the city commission within fifteen (15) calendar days after the date of service of written notice of such interpretation or determination, and shall be heard by the City Commission as soon as practical thereafter.
- (b) All appeals from an adverse decision by the city commission shall be made within thirty (30) calendar days of the date of entry of a written order regarding such decision.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 3. Inclusion in Code. It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of St. Augustine, and that the sections of this ordinance may be renumbered or re-lettered and the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

Exhibit B
Ordinance 2026-11
(Redlined)

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS FOR FRANCHISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine seeks to ensure that franchise operations—particularly those involving drivers and the use of animals—are conducted in a manner that protects public safety, promotes humane treatment, and maintains the City's historic and community character; and

WHEREAS, improving regulations governing driver conduct, operational safety, and animal care is necessary to support responsible mobility services and safeguard both residents and visitors; and

WHEREAS, the City's Comprehensive Plan establishes goals related to safe, efficient, and sustainable transportation systems, the protection of public welfare, and the responsible management of mobility services; and

WHEREAS, the City's Long-Range Mobility Plan emphasizes strategies that support safe, predictable, and well-managed mobility options, reduce conflicts among transportation modes, and enhance the experience of both residents and visitors; and

WHEREAS, strengthened franchise regulations directly advance the objectives of the Long-Range Mobility Plan by improving operational accountability, reducing adverse impacts on the transportation network, and supporting a safer and more sustainable multimodal system; and

WHEREAS, the City of St. Augustine is responsible for ensuring the safe, orderly, and efficient use of its public streets, rights-of-way, and transportation network, including the management of franchise operations that utilize these facilities; and

WHEREAS, franchise-based transportation services—particularly those involving drivers and animal-drawn conveyances—can generate operational impacts related to

congestion, roadway wear, pedestrian conflicts, queuing, staging, and competition for limited curb and loading space; and

WHEREAS, limiting the total number of authorized franchises is a reasonable and necessary regulatory tool to prevent oversaturation of the public rights-of-way, maintain safe multimodal mobility conditions, and preserve the City's historic and environmental character; and

WHEREAS, the City has a legitimate governmental interest in protecting public health, safety, and welfare, and courts have consistently recognized that municipalities may limit or cap franchise licenses where necessary to promote safety, manage congestion, or mitigate adverse impacts on the community; and

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

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

Section 1. Amending, reformatting and renumbering, Chapter 14, Sections 14-2 through 14-73. Chapter 14, Sections 14-2 through 14-73 of the Code of the City of St. Augustine are hereby amended, as follows:

Sec. 14-2. Definitions.

For the purpose of this article, the following terms, words, and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City is the City of St. Augustine, Florida.

Commission is the City Commission of the City of St. Augustine, Florida.

Franchise administrator means the city manager or designee authorized to administer this chapter regulating franchises in the City of St. Augustine. The determination of the VFH administrator shall be deemed the final administrative action unless otherwise specified.

Franchise agreement shall mean the agreement between the city and a grantee confirming the right to operate sightseeing motor vehicles on the public streets of the city, subject to the terms of this article.

Grantee/~~Franchisee~~ shall mean the grantee of rights under a franchise agreement entered into between the city and grantee, subject to the terms of this article.

Historic district shall mean that portion of the city that is so designated on the official zoning map of the city as Historic Preservation Districts ~~1 through 5~~.

Low speed vehicle shall have the same meaning as defined by Florida law.

Medallion shall mean the vehicle identification issued pursuant to this article which represents the permission granted to franchisee to operate a sightseeing motor vehicle within the jurisdictional limits of the city.

Motor vehicle shall ~~mean every vehicle or machine propelled by power other than muscular~~ have the same meaning as defined by Florida law.

Sightseeing motor vehicle shall mean every vehicle authorized for a franchise by the city commission trailer train, trolley, bus, amphibious vehicle, and van used for the purpose of conveying carrying at least nine (9) passengers for sightseeing, sightseeing special tours, and sightseeing charters, with an overall length not exceeding sixty (60) feet. Such term shall not include motorbuses and coaches legitimately engaged in interstate transportation as a common carrier or intercity tourist transportation provided that the transportation provided commences and terminates outside St. Johns County, Florida.

Sightseeing for purposes of these regulations shall mean any tour or touring activity, such as describing scenic, cultural, or historical landmarks, tasting, sampling, eating, or drinking at establishments, restaurants, ghost, haunted or cemetery tours, and significant events and people associated with the history of the City of St. Augustine, for compensation, whether for a fee or gratuity.

Tier one franchisee shall mean a franchisee, holding a tier one franchise agreement, that operates tractors, trailers, trailer trains or trolley, having a seating capacity of more than eleven (11) passengers, with an overall length not exceeding sixty (60) feet.

Tier two franchisee shall mean a franchisee, holding a tier two franchise agreement, that operates motor vehicles or low speed vehicles having a maximum seating capacity of ~~eleven~~ nine (9) passengers, that is not a tractor, trailer, trailer train or trolley.

Tractor shall mean every motor vehicle designated and used primarily for drawing other vehicles and so constructed as to carry a load other than part of the weight of the vehicle and load so drawn.

Trailer shall mean every vehicle without power coupled to or drawn by a motor vehicle designed for or used for transportation of passengers, with an overall length, including the length of the motor vehicle or tractor pulling the trailer, not exceeding sixty (60) feet.

Trailer train or trolley shall mean every sightseeing motor vehicle, or tractor, to which is attached not more than two (2) trailers, as herein defined, and designed for the purpose of carrying passengers for sightseeing with an overall length not exceeding sixty (60) feet.

Sec. 14-3. Prohibition of operation without franchise agreement.

It is the intent of these regulations to provide for the opportunity, but not the right, for operators of certain sightseeing motor vehicles, motor vehicles, and other specified vehicles to obtain a franchise agreement pursuant to this article. These regulations are an authorized implementation of state policy consistent with Section 111 of Chapter 11148, 1925 Laws of Florida, as interpreted by the U.S. Middle District Court of Florida in Avalon Carriage Service, Inc. v. Gamsey. It shall be unlawful for any person or entity to operate ~~these conveyances a sightseeing motor vehicle~~ while carrying passengers within the city without obtaining a franchise agreement pursuant to this article. It shall also be unlawful for any person or entity to conduct sightseeing tours, special sightseeing tours, or sightseeing charters, in any sightseeing motor vehicle, without first obtaining a franchise agreement from the city, except for pedicabs regulated under Chapter 27. Each day any violation of this section occurs shall constitute a separate offense, punishable as outlined in section 14-21-24 herein. All operations of franchise holders rendered pursuant hereto shall be subject to the provisions of this chapter as a use of city property in compliance with adopted mobility plan and comprehensive plan regulations.

Sec. 14-4. Franchise agreements.

- (a) The city may, from time to time, enter into one (1) or more franchise agreements with particular grantee(s), granting the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property designated by the city commission in said city, for and during periods of up to twenty (20) years for tier one franchisees, up to ten (10) years for tier two franchisees.
 - (1) Said franchise agreements shall be for the purpose of a particular grantee's operating and maintaining ~~sightseeing motor vehicles~~ these conveyances in said city, the enjoyment and exercise of the right so granted to be at all times in conformity with, and subject to, all provisions, terms and conditions of this article.
 - (2) A grantee's right to use the city's streets, alleys, public ways and places for the purposes herein shall not be exclusive, and the city reserves the right to grant the use of all streets, alleys, public ways and places to any person at any time during the period of any franchise granted pursuant to this article.
- (b) The enjoyment and exercise by a grantee of any and all rights to use the city's streets, alleys, public ways and places shall, at all times, be subject and subordinate to the dominant right of the public to use said streets, alleys, public ways and places and to the lawful exercise of control by the city over the use thereof.
- (c) The initial Franchise-franchise agreements shall be issued only upon a finding by the city commission in public hearing, to be held within sixty (60) days of application by a prospective franchisee, that the issuance of the franchise agreement advances the public convenience and necessity based upon factors deemed relevant by the commission, which factors shall include, but not be limited to:

- (1) Whether the need deemed necessary for visitor transporting exceeds the capacity of existing grantees.
 - (2) Whether the grant of the franchise would increase or decrease confusion to visitors and the likelihood that visitors would be more safely and efficiently conveyed through the historic district.
 - (3) Whether the applicant has demonstrated the ability to: (i) comply with the terms and conditions of the ordinance and other city regulations, and (ii) safely transport visitors in the unique conditions of the city's streets and roads.
 - (4) Whether grant of the franchise would unreasonably increase or decrease congestion in the historic district.
 - (5) Whether an applicant wishes to serve an area not currently served by an existing franchise.
 - (6) Whether an applicant has sufficient financial resources and sufficient sightseeing motor vehicles to safely and reliably operate on a regular basis in an uninterrupted manner. A background investigation check shall be conducted to evaluate any bankruptcies, judgements, or liens against the applicant and any owners as part of demonstrating financial stability and resources.
 - (7) The applicant and any owners shall be subject to an initial background check for convicted criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify an applicant or owner from obtaining a franchise agreement. An applicant may appeal such disqualification to the city commission.
- (d) If, upon weighting the factors outlined herein, the commission votes to approve a franchise agreement to a grantee, in no event shall the franchise agreement so granted be upon terms more favorable than those terms of an existing franchise agreement granted to an existing grantee.
- (e) The maximum number of franchisee agreements shall not exceed the following for each franchise tier:
- (1) Tier one shall include a maximum of two (2) franchise agreements, with a maximum of sixteen (16) vehicles allowed to operate at any one time.
 - (2) Tier two shall include a maximum of fifteen (15) franchise agreements, with a maximum of three (3) vehicles per agreement to operate at any one time.
- (f) To ensure competition and limit monopolistic ownership, a grantee may not own, operate, or have any financial, legal, or ownership interest in more than one tier one franchisee, ~~and one tier two franchisee~~ or animal-drawn franchise.

Sec. 14-5. Seating capacity and appearance approvals.

- (a) Passenger seating capacity and external dimensions of each sightseeing motor vehicle shall be determined, established and approved by ~~a designated~~

~~city official~~the franchise administrator, and the record of such passenger seating capacity shall be filed with the city manager of the city.

(1) The appearance and design of all sightseeing motor vehicles shall be unique and distinct for each grantee. The currently approved appearance and design of existing tier one grantees is solely reserved for those existing tier one grantees and shall not be replicated by any tier two grantee.

(2) The appearance, external dimensions and design of all sightseeing motor vehicles shall be approved by the city commission prior to the operation of said vehicles upon the streets of the city.

(3) Such seating capacity and appearance/design approval may be based on photographs, images and/or schematic diagrams of the vehicle. Such seating capacity and appearance/design approval is hereby granted to the licensed vehicles of the ~~two (2)~~-existing tier one grantees.

(4) The seating capacity per sightseeing motor vehicle allowance for all grantees will be as follows:

a. Tier one seating capacity shall be more than eleven (11) passengers.

b. Tier two seating capacity shall be a maximum of ~~eleven~~ nine (9) passengers.

(5) Approvals of new vehicles for ~~an existing~~ a tier one grantee, which vehicles are substantially similar to the existing approved vehicles operated by that grantee shall require approval by the franchise administrator and shall not be unreasonably denied. However, the ~~city commission~~franchise administrator shall have the authority to require new vehicles to conform to appearance standards that are compatible with existing ~~franchise holders~~grantee's and the structures within the city's historic districts.

(6) It shall be unlawful for a grantee to operate and maintain any sightseeing motor vehicle which has a passenger seating capacity in excess of the passenger seating capacity determined, established and approved by the city.

(b) It shall be unlawful for a grantee to operate any sightseeing motor vehicle without city approval of; the appearance and design ~~of which has not been approved by the city commission of the city~~. It shall also be unlawful for a grantee to operate any sightseeing motor vehicle without city approval of the passenger seating capacity ~~for the vehicle of which has not been approved by the city~~.

(c) No sightseeing motor vehicle may carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry writings or signs in a manner to be approved by the ~~city manager~~franchise administrator which identifies each vehicle and the franchise holder.

Sec. 14-6. Fleet size limitations and vehicle permit tags medallions.

(a) No franchise agreement shall authorize a tier one grantee to operate more than ~~fifteen (15)~~sixteen (16) sightseeing motor vehicles upon the public streets

- of the city at any one (1) time, or a tier two grantee to operate more than three (3) sightseeing motor vehicles upon the public streets of the city at any one (1) time, except pursuant to this section.
- (b) If a grantee desires to operate more than ~~fifteen (15)~~the permitted number of sightseeing motor vehicles upon the public streets of the city at any one (1) time for special events, grantee shall make written application to the ~~city commission~~franchise administrator requesting the number of additional sightseeing motor vehicles desired, and the reasons therefor.
- (1) Upon receipt of the written application, the ~~city commission~~franchise administrator shall, ~~within have~~ thirty (30) days, ~~hold a public hearing to review the application~~ to determine if public necessity and convenience require the operation of the requested additional sightseeing motor vehicles upon the public streets of the city at any one (1) time.
- (2) ~~At the conclusion of the public hearing, the city commission~~The franchise administrator shall grant, deny or modify the request contained in grantee's written application.
- (3) Any grant or modification of the request may include a determination that the ~~permits authorization~~ for the additional sightseeing motor vehicles ~~so authorized~~ shall be for a duration that is different from (but does not exceed) the then-remaining duration of the franchise agreement held by the grantee.
- (4) Any appeal of such determination shall be filed with the franchise administrator within thirty (30) days and shall be heard by the city commission at the next reasonably available city commission meeting date to the circuit court.
- (c) Upon the effective date of a franchise agreement issued pursuant to this article, the ~~city finance director~~franchise administrator shall ~~issue to a grantee up to fifteen (15)~~coordinate the issuance of sightseeing motor vehicle permit tags and thereafter a sightseeing motor vehicle ~~permit tag~~medallions upon approved inspection by city fleet maintenance staff.
- (1) Medallions shall be valid for one year from the date of approved inspection by city fleet maintenance staff.
- (2) Additional for any additional sightseeing motor vehicles vehicle medallions require approval requested by grantee and approved by the city commission pursuant to this section.
- (3) The sightseeing motor vehicle ~~permit tags~~medallions shall be in form and substance consistent in appearance with existing medallions, approved by the city commission and shall be issued without charge. All original sightseeing motor vehicle permits shall be valid for the entire term of any franchise agreement issued pursuant to this article.
- (4) Any additional sightseeing motor vehicle ~~permits medallions~~ are subject to an approved inspection by city fleet maintenance staff, shall be valid for the time determined and authorized by the city commission.

- (d) Each sightseeing motor vehicle being operated on the public streets shall conspicuously display a sightseeing motor vehicle permit tagmedallion on the rear of the vehicle or on the rear of the last trailer of the vehicle.
- (e) It shall be unlawful for a grantee to operate upon the public streets, at any one time, more sightseeing motor vehicles than are authorized by the grantee's franchise agreement, ~~this article, and the city commission and these regulations~~. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle permit tagmedallion as required herein.
- (f) An existing franchisee shall be permitted to operate sightseeing motor vehicles with permit tags until the next annual inspection, where the vehicle is issued a medallion.

Sec. 14-7. Posting of fares; prohibition of street solicitation.

- (a) ~~The grantee may charge such maximum rates of fare for passengers using the grantee's services as are reasonable, provided same have the prior approval of the city commission, which shall not be unreasonably withheld.~~
- (b) Rates of fare charged to passengers by grantees for sightseeing tours shall be publicly displayed on each sightseeing motor vehicle where same may be plainly seen by the public, or in the alternative may be posted conspicuously on websites, digital applications and links, brochures, ticket booths, or other points of sale. The rates of fare ~~and~~ shall also be clearly displayed at any off-street parking area or depot used by a grantee. Street solicitation by grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, and the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business.

Sec. 14-8. ~~Public depot limitations~~Designated loading zones.

- (a) It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place ~~on municipal property~~ within the city other than at ~~a depot~~ designated loading zones determined by the city manager ~~from time to time as a loading and unloading passenger depot.~~
- (b) Loading zones are to be designated for tier one and tier two grantees which are separate and distinct from designated loading zones for vehicles for hire.
- (c) Tier two grantees shall be prohibited from parking in loading zones designated for use by tier one grantees. Any designated loading zones for tier two grantees shall zones shall be located at least 100 feet away from designated loading zones for tier one loading zones.
- (d) ~~This~~ These restrictions shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on ~~privately owned property~~ privately owned by the grantee or where a private property owner has agreed to allow a grantee to use the property as a loading zone.
- (e) Loading zones shall be designed in a safe and efficient manner for passengers and adjacent vehicular circulation.

Sec. 14-9. Insurance.

- (a) The city ~~commission~~risk manager may, on an annual basis, determine the amount of insurance coverage to be required of a grantee. It shall be unlawful for a grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the city until grantee shall have first procured and filed with the city ~~Finance Director~~risk manager, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the city ~~finance director~~risk manager, grantee shall produce adequate proof that grantee is in compliance with all insurance requirements of this section.
- (b) The policy required by this section may be in the form of a separate policy for each vehicle or may be in the form of a fleet policy covering all vehicles operated by such grantee (or grantee's affiliates). In either event, such policy or policies shall provide insurance on each vehicle in the following amounts of:
- (1) Tier one: not less than one million dollars (\$1,000,000.00) for one (1) person injured or killed, and one million dollars (\$1,000,000.00) for all property damaged or destroyed in any one (1) accident, and not less than four million dollars (\$4,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a four million dollar combined single limit per occurrence.
- (2) Tier two: not less than five hundred thousand dollars (\$500,000.00) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000.00) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence.
- (c) Such policy or policies shall cover:
- (1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of sightseeing motor vehicles operated by the grantee.
- (2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by grantee's ownership, maintenance, operation or use of such sightseeing motor vehicle. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the city ~~finance director~~risk manager at least fifteen (15) days prior to the date of such alteration, modification or cancellation.

- (d) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the assured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the city risk manager ~~as to sufficiency and the city attorney as to form. Such approval of sufficiency and form shall not be unreasonably withheld.~~

Sec. 14-11. Drivers qualifications.

- (a) All tier one sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida CDL license. All tier two sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida driver's license.
- (b) ~~and All drivers~~ shall have met all of the requirements of the Code of the city pertaining to guides Chapter 17, Article V, Certified Guides.
- (c) The franchise administrator shall initiate an annual background check for convictions of criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify a driver from driving a sightseeing motor vehicle. A driver may appeal such disqualification to the franchise administrator. The franchise administrator may, upon administrative review and consultation with the City Attorney and City Police Chief may in limited instances, issue an approval where a driver has served their sentence or complied with the terms associated with such offense.
- (d) The franchisee shall ensure that each of its drivers are registered with the city and receive an identification badge. Each driver is required to be photographed by the franchise administrator or submit two copies of photos as specified on operator application forms or driver registration forms. Any driver registered under the provisions of this article is required to promptly notify the franchise administrator of any change of place of employment to a new operator, or change of the vehicle which they are driving, or any action or event that would disqualify them from operating a sightseeing motor vehicle. The franchisee is ultimately responsible, to the best of their knowledge, for ensuring the franchise administrator has the most recent information for registered drivers.
- (e) Every sightseeing motor vehicle driver shall be clean and neat in appearance and shall, while on duty, wear the identification badge issued by the city bearing the inscription, "Sightseeing Motor Vehicle Driver." The inscription may include the word "Licensed", "Approved", "Permitted", or "Authorized" before Sightseeing. The identification badge shall also include the franchisee's name, the driver's name, the official city St. Augustine photograph of the driver and the seal of the City of St. Augustine, and the license year for which the badge is valid. The driver shall carry, wear, or have readily available said badge at all times and shall make available for review while engaged in the provision of sightseeing motor vehicles.

Drivers shall adhere to the following code of conduct:

- (1) Be courteous, respectful and professional with all passengers and the public.
- (2) Avoid abusive language, harassment, bullying or discrimination with all passengers and the public.
- (f) It shall be unlawful for any driver of a sightseeing motor vehicle, to leave or absent themselves for a distance greater than ten (10) feet from such sightseeing motor vehicle, for which they have charge as driver, while such sightseeing motor vehicle is in service; parked or standing in a designated loading/unloading zone. This section shall be construed to govern the drivers named herein only while conducting their business as a sightseeing motor vehicle or at such times where the vehicle is parked in designated loading/unloading zones. In the event of an emergency, assisting passengers, as directed by a first responder, or to use the restroom, a driver may leave or absent themselves for a distance greater than ten (10) feet, for a period of no more than 30 minutes, if another employee of the franchisee is present to stay with the sightseeing motor vehicle to ensure that it is not unduly accessed or put into service by an unauthorized driver or to move the vehicle for emergency purposes or allow other sightseeing motor vehicles to load and unload passengers.

Sec. 14-12. City approval of routes.

- (a) A tier one (1) grantee's proposed regular tour routes shall be submitted to the city for review by the city as part of the application to operate as a franchisee. The requested routes shall be reviewed by the city commission at a public hearing, with approval by resolution prior to grantee using such tour routes.
- ~~(b) Routes Request for limited duration special sightseeing tours, and sightseeing charters, or modification of existing routes, shall be made to the franchise administrator require approval by the city manager. Requests for special tour and charter routes shall be made on an individual basis and shall be submitted in writing on reasonable prior notice. The franchise administrator shall have 30 days, starting from the date that the franchise administrator acknowledges that the request has been received, to review the request for approval. If such request for route approval is not acted upon within three (3) business days the 30-day review period of such request, the same request shall be deemed approved. Should the request be denied, the grantee shall have the option to appeal the request to the city commission and file and appeal with the franchise administrator within thirty (30) days of the denial.~~
- (c) The city commission shall, by resolution, from time to time, as in its judgement public necessity, safety or convenience may require, create, define and declare any areas within the city as "restricted areas" where franchisees are not allowed.

Sec. 14-13. Franchise fee.

- (a) ~~(a)~~ Each tier one (1) grantee shall, until the first anniversary of the effective date of each grantee's franchise agreement, pay to the city, in the manner provided herein, a franchise fee of two (2) percent of grantee's gross revenues, as defined in this article section. However,

(b) ~~the~~ The franchise fee paid by grantee to the city shall not be less than as stated herein for each tier:

(1) Tier one: not less than ten thousand dollars (\$10,000.00) in any given year of the franchise term.

(2) Tier two: two-thousand (\$2,000.00) in any given year of the franchise term.

(c) After the third anniversary of the effective date of a grantee's franchise agreement, and each third year thereafter, the city may increase the percentage of gross revenue to be paid to the city by a grantee by no more than one-half (½) percentage point. However, the maximum percentage shall be capped at five (5) percent.

(bd) The annual franchise fee shall be payable in quarterly installments of two thousand five hundred dollars (\$2,500.00) each for tier one franchisee and five hundred dollars (\$500) each for each tier two franchisee, in advance, on the first day of January, April, July and October of each year commencing October 1, ~~2001st~~, and continuing thereafter during the term of any grantee's franchise term. The balance of a grantee's annual franchise fee, if any, shall be payable in full on January 15 of each year.

(ee) The term "gross revenues" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the grantee from sales of passenger tickets, less any sales tax, admission tax and cost to grantee for admission tickets to other attractions, if any.

(df) In order that the city may determine the proper amount of the franchise fee each year, the city shall furnish to grantee the forms and guidelines for a system of accounting records, which forms grantee shall be required to maintain and make available to the city at all times. Grantee shall file with the city, on the due date of each installment, a report on the form provided by the city showing yearly gross sales to the date of filing.

Sec. 14-14. City's audit rights.

The city shall, in addition to the accounting system as provided above, have access at all reasonable hours to all of each grantee's accounting, financial, statistical customer, and service records relating to the operation of grantee's sightseeing motor vehicles and to such other records as may be required by the city, together with such other information as the city may request in support of same. The city may conduct an annual audit of any grantee's records for the purpose of determining the accuracy of the gross sales reported by grantee. The nature and extent of the audit shall be determined by the city managerfranchise administrator.

Sec. 14-15. ~~Performance bond~~Reserved.

~~Each grantee shall furnish, at grantee's expense, a bond to the city in the form of cash or surety bond conditioned to guarantee the payment of all sums which may become due to the city under this article. The original amount of the bond shall be ten thousand dollars (\$10,000.00). Thereafter, sixty (60) days prior to the anniversary date of the effective date of any franchise agreement granted pursuant to this article, the city commission may increase or decrease the amount of the bond based upon the amount of the franchise fee paid to the city by grantee for~~

~~the previous year. Any new bond required because of the change in amount shall be filed with the city finance director by grantee within ten (10) days from notification by the city finance director of said change in amount.~~

Sec. 14-16. Insurance ~~and bonding~~ companies.

All insurance policies ~~and surety bonds~~ which are required of the grantee under this article shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the ~~city finance director~~risk manager. Such approval shall not be unreasonably denied. ~~Bonds and current certification~~Certification of all insurance coverage shall be on file at all times with the ~~city finance director~~risk manager. Any renewal certificates of insurance policies shall be filed with the ~~city finance director~~risk manager at least ten (10) days prior to the expiration date of the original policy or policies.

Sec. 14-17. Grantees subject to city's police power.

A grantee shall, at all times during the life of a franchise agreement granted pursuant to this article, be subject to all lawful exercise of the police power of the city. The city and grantee may agree to such other ~~reasonable regulations as the city shall hereafter by ordinance provide~~franchise terms and conditions, and ~~the~~ right is hereby reserved to the city to adopt by ordinance additional regulations which shall ~~pertain~~apply uniformly to all grantees, ~~provided that such ordinances and/or additional regulations shall be reasonable, and not in conflict with the rights herein granted (or granted in any franchise agreement) to any grantee by their respective tier, if applicable.~~

Sec. 14-18. Termination of franchise rights "for cause"; restriction on transfer.

(a) In the event a grantee, his successors or assigns:

- (1) Violates or fails to promptly perform all of the provisions of section 14-9 of this article; or
- (2) Violates or fails to promptly perform all of the provisions of section 14-13 of this article; or
- (3) Is found to be in violation of this article by the ~~performance committee or a court or other~~ city commission, special magistrate, or court board with jurisdiction more than four (4) times in any calendar year.
- (4) Voluntarily or involuntarily becomes bankrupt; or
- (5) Voluntarily or involuntarily has a receiver appointed; or
- (6) Has assets sold at sheriff's sale or any other judicial sale; or
- (7) Involuntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise; or
- (8) Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the city commission; or
- (9) Knowingly files false financial statements with the city; or

(10) Has operator or ownership interest in more than one (1) tier one and one (1) tier two franchise or horse carriage franchise; or

(11) Willfully fails to file the required financial information with the city;

(b) and In the event a grantee, his-its successors or assigns, after notice (if practicable), fails to cure such action/inaction, the rights, permits and privileges granted to grantee, or his-its successors or assigns by its franchise agreement, shall be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and a franchise agreement may be forfeited, terminated and cancelled for any other reason authorized by the law of the State of Florida.

(bc) A franchise is not proprietary to the franchisee. Franchisees may not sell, mortgage, or transfer the franchise. The ownership or shareholder composition of a franchise entity may be sold or transferred, however the franchise entity must remain in the name identified in the franchise agreement. In the event of the proposed sale or transfer of twenty-five (25) percent or more of the outstanding stock or assets of a grantee, the grantee shall furnish prior written notice of such sale or transfer to the city of the names and addresses of the persons or entities offering to acquire such stock or assets. A public hearing shall be held within thirty (30) days of receipt of such written notice, at which time the city commission shall hold a public hearing to determine whether or not to approve the sale or transfer. Such approval shall not be unreasonably withheld.

Sec. 14-19. Performance committee-review and performance renewal.

(a) ~~There is hereby established a grantee performance committee whose members shall consist of the city manager and his/her designates ("the committee").~~ From time to time during each grantee's franchise grant agreement (the duration of which is established pursuant to each grantee's franchise agreement) the committee-franchise administrator shall evaluate each grantee's performance based upon the following categories:

- (1) Compliance with the terms and conditions of this article and grantee's franchise agreement;
- (2) Responsiveness to customer complaints;
- (3) Safety;
- (4) Cleanliness, condition and appearance of sightseeing motor vehicles.

(b) After each such evaluation ~~by the committee~~the franchise administrator will issue, an evaluation report specifically addressing each area of committee concern ~~shall be provided to the evaluated to the~~ grantee ~~("evaluation report")~~.

(c) Each grantee may, within five (5) years of the scheduled termination of that grantee's franchise agreement, apply to the city commission for a renewal of that grantee's franchise agreement. If, at the time of such application, the grantee has reasonably addressed all concerns outlined in the committee's franchise administrator's most recent evaluation report of the grantee, said grantee shall be presumed, absent good cause shown to the contrary, to be

entitled to a renewal of its franchise agreement for a term of years to be determined by the city commission, and such renewal shall be granted upon the terms and conditions as are then applicable to all similar tier franchisees under the terms of this ordinance, as amended. Nothing contained herein shall be construed to prohibit any amendment to this ordinance which is applicable to all grantees.

Sec. 14-20. Accessibility.

Each grantee hereunder shall comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991. Notwithstanding any provisions of any law regarding accessibility, each tier one grantee hereunder shall, within one (1) year of the granting of that grantee's franchise, maintain in its fleet at least one (1) motor vehicle which is wheelchair accessible, which wheelchair accessible motor vehicle shall be available for sightseeing purposes upon grantee receiving at least twenty-four (24) hours notice of the requested use of same.

Sec. 14-21. Prohibited vehicles.

Megacycles, amphibious vehicles, pedal pubs or similar type vehicle, golf carts, and pedicabs, are not qualified for use as franchise sightseeing motor vehicles pursuant to this chapter. Pedicabs are permitted to provide sightseeing services as provided for in Chapter 27.

Sec. 14-22. Observance of certain holidays.

Each grantee having a sightseeing motor vehicle franchise within the city is hereby given leave to cease operations on holidays specified in their respective franchisee agreements.

Sec. 14-23. Minimum equipment, maintenance.

(a) Each sightseeing motor vehicle shall have the following equipment:

- (1) Brakes.
- (2) Emergency brake.
- (3) Exhaust system.
- (4) Headlights.
- (5) Horn.
- (6) Stop lights.
- (7) Tag lights.
- (8) Tail lights.
- (9) Tires.
- (10) Turn signals.
- (11) Windshield wipers.

- (b) Each sightseeing motor vehicle should be maintained in a clean, well painted manner so as to provide a generally good appearance.
- (c) The grantee, at least annually, shall subject each sightseeing motor vehicle to a complete and thorough inspection by the city's fleet maintenance staff in accordance with the policies, procedures, requirements and schedules established by the franchise administrator. If upon inspection the vehicle is found to comply with the requirements of subsections (a) and (b) above and there is a current franchise agreement on file for the owner of the vehicle, then a medallion will be issued. The medallion will be fixed to the outside left rear of the vehicle, in plain view from the rear of the vehicle. A vehicle may be inspected and found to comply with the requirements; however, if there is no current franchise agreement on file, a medallion will not be issued until a current franchise agreement is obtained.
- (d) The police chief is given full power to suspend a medallion if it is determined that the operation of a sightseeing vehicle would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the franchisee. The sight-seeing vehicle may not be returned to service until it has been inspected and found to comply with subsections (a) and (b) above.

Sec. 14-~~21~~24. Penalties for violation.

County Court:

- (a) A violation of this code is a civil infraction.
- (b) The civil penalty is \$500.00.
- (c) If the person who has committed the civil infraction does not contest the citation, the penalty shall be reduced by \$50.00, to \$450.00.
- (d) The issuance of a citation shall be by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
- ~~(a)~~(e) The citation may be contested in county court.

Suspension, Revocation, Administrative Review:

- (f) Any violation of the provisions of this article, ~~other than the provisions of sections 14-9, 14-13, or 14-18 hereof,~~ shall may be punishable as provided in section 1-8 of this Code, pursuant to code enforcement proceedings, or pursuant to the administrative penalties identified herein. Each day any violation shall continue shall constitute a separate offense.
- (g) The franchise administrator is authorized to enforce this article, and to adopt rules and regulations for the proper administration and enforcement of this chapter. In addition, code enforcement officers and law enforcement officers may enforce violations of this code pursuant to law.
- (h) The franchise administrator shall have the right to audit the records of the franchise operations including, but not limited to, driver background checks, for purposes of verifying compliance with this article.

(i) In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties:

(1) The penalty for a first violation under this chapter shall be an official written warning.

(2) The penalty for a second violation under this chapter shall pay a \$500 fine and a second written warning. be no more than one hundred and fifty dollars (\$150.00), one hundred dollars (\$100.00) for each day thereafter a continued violation occurs, and a notice of a pending thirty (30) day suspension for a third violation.

(3) Upon three (3) violations under this chapter within a six-twelve month period, the penalty is a \$500 fine and the granteefranchisee will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty (30) days. Should operations occur during the thirty (30) day suspension period,,the vehicle may be impounded and the franchisees franchise agreement terminated. the grantee may be suspended for a period not to exceed six months

(4) Upon four (4) violations under this chapter within a twelve-month period, the grantee penalty is a \$500 fine and the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period or have the franchise agreement terminated not to exceed six-months Should operations occur during the six-month suspension period, the grantee may be suspended for a period not to exceed one year.

— Upon five (5) or more violations under this chapter within a twelve-month period, the grantee will have a hearing with the city commission to review the violations and may have its permit revoked. After one year of permit revocation, the franchisee operator may apply for reinstatement after payment of a five thousand dollar (\$5,000) penalty. Should operation occur after the license has been revoked, the grantee may be subject to a permanent ban and an additional five thousand dollar (\$5,000.000) penalty.

(5) The franchisee operator, its agents, employees, or persons acting on its behalf, shall be liable for any penalties prescribed within this section, or pursuant to law.

(6) Prior to any suspension or revocation of a permitfranchise, the city commission shall hear evidence presented by the franchise administrator establishing the basis for the suspension and the operator shall have the right to present evidence to the city commission that supports why they feel they should not be suspended or have their permitfranchise revoked. The city commission shall hear the evidence from both parties and shall vote to approve a suspension or permit revocation prior to any suspension of operations or the revocation of a permitfranchise.

(j) Any entity, company, or person not approved as a franchise shall be prohibited from offering any sightseeing activities and shall be subject to the following penalties: Any law enforcement officer, code enforcement officer, or other authorized City official may order the removal, immobilization, or impoundment

of any franchise or non-franchise vehicle operating within the City when one or more of the following conditions exist:

(1) The vehicle is operating without a valid City-issued franchise required by this Chapter.

(2) The vehicle is operating in violation of a suspension or revocation order.

(3) The vehicle is creating an obstruction to traffic or pedestrian movement.

(4) The vehicle is parked or operating in a location not authorized for staging, loading, or unloading.

(5) The vehicle is unattended and unlawfully present on public or City-controlled property.

(6) The vehicle is involved in an enforcement action, investigation, or arrest.

(7) The vehicle otherwise presents a risk to public health, safety, or welfare.

~~— The penalty for a first violation under this chapter shall be an official warning.~~

~~— The penalty for a second violation under this chapter shall be an applicable ticket legally allowed to be administered by law enforcement or the maximum code violation permitted to be issued by the franchise administrator. In addition, any permitted vehicle for hire will be issued a thirty (30) day suspension for providing such service.~~

~~— The penalty for a third violation under this chapter shall be the maximum legal action allowed to be administered by law enforcement or the maximum code violation permitted to be issued by the franchise administrator and the city actively working with law enforcement or the Florida Department of Highway Safety and Motor Vehicles to pursue suspension of driving privileges as permitted by Florida law. In addition, any permitted vehicle for hire will be issued a six (6) month suspension for providing such service.~~

~~— The penalty for a fourth violation under this chapter shall be the maximum legal action allowed to be administered by law enforcement or the maximum code violation permitted to be issued by the franchise administrator and the city actively working with law enforcement or the Florida Department of Highway Safety and Motor Vehicles to pursue suspension of driving privileges as permitted by Florida law. In addition, any permitted vehicle for hire will have said permit permanently revoked.~~

ARTICLE II. TRANSPORTATION BY ANIMAL-DRAWN VEHICLES FOR PURPOSES OF TOURING

Sec. 14-50. Short title.

This article shall be known and may be cited as the "City of St. Augustine Transportation by Animal-Drawn Vehicles Ordinance" and may be cited herein as the "ordinance".

Sec. 14-51. Reserved.

Sec. 14-52. Definitions.

(a) Definitions. Except where the context clearly indicates otherwise, the following terms and phrases as used in this article shall have the following meanings:

Animal shall mean any horse or mule used for touring purposes and operated under a franchise agreement.

Animal-drawn vehicle shall mean a carriage or vehicle drawn or pulled by an animal used for touring purposes.

Business day shall exclude Saturday, Sunday and any day of the week determined to be a holiday according to the annual city holiday calendar.

Code enforcement shall mean any of the legally available methods of enforcement of municipal ordinances or designee.

Driver/operator shall mean the person or persons driving an animal-drawn vehicle.

Fire department shall mean the fire chief or designee.

Franchise agreement shall mean the agreement between the city and a franchisee authorizing the franchisee to operate animal-drawn vehicles on the public streets of the city, subject to the terms of this article.

Franchisee/Grantee shall mean the grantee of authority to operate animal-drawn vehicles under a franchise agreement entered into between the city and franchisee, subject to the terms of this article.

Franchise administrator means the city manager or designee authorized to administer this chapter regulating franchises in the City of St. Augustine. The determination of the VFH administrator shall be deemed the final administrative action unless otherwise specified.

Medallion shall mean the vehicle identification issued pursuant to this article which represents the permission granted to franchisee to operate an animal-drawn vehicle within the jurisdictional limits of the city.

Out of service shall mean when the animal is unhitched from an animal-drawn vehicle and out of its harness.

Police department shall mean the chief of police or designee.

Rate or Fare shall mean the price paid for an animal-drawn vehicle tour.

Rest shall mean the time when the animal is in service but not actively engaged in the act of pulling an animal-drawn vehicle.

Stable shall mean the barn where the animals are kept.

Stall shall mean individual space within the barn where each animal is kept.

Tour guide shall mean any person who for compensation offers to show and describe the points of interest and historical places in the city.

Tour or touring shall mean the conducting of or the participation in sightseeing in the districts for hire or in exchange for a donation.

Transfer Station shall mean a designated facility or area designed to facilitate the loading, unloading and daily staging of horses that does not permit overnight storage of horses, without prior written authorization from the franchise administrator.

Wet Bulb Globe Temperature (WBGT) – A comprehensive measure of heat stress, factoring in air temperature, humidity, wind speed, sun angle and cloud cover.

Sec. 14-53. Prohibition of operation without franchise agreement

- (a) It is the intent of these regulations to provide for the opportunity, but not the right, for operators of certain sightseeing animal-drawn vehicles, motor vehicles, and other specified vehicles to obtain a franchise agreement pursuant to this article. These regulations are an authorized implementation of state policy consistent with Section 111 of Chapter 11148, 1925 Laws of Florida, as interpreted by the U.S. Middle District Court of Florida in Avalon Carriage Service, Inc. v. Gamsey. It shall be unlawful for any person or entity to operate these conveyances while carrying passengers within the city without obtaining a franchise agreement pursuant to this article. It shall also be unlawful for any person or entity to conduct sightseeing tours, special sightseeing tours, or sightseeing charters, in any sightseeing animal-drawn vehicle, without first obtaining a franchise agreement from the city. Each day any violation of this section occurs shall constitute a separate offense, punishable as outlined in section 14-80 herein.

Sec. 14-54. Franchise agreements.

- (a) The franchise administrator may enter into a franchise agreement. Each franchise agreement shall be granted for a period not to exceed five (5) years and shall automatically renew upon the expiration of the initial franchise term on a year-to-year basis so long as the franchisee is in good standing, unless either party gives three (3) months written notice prior to the expiration of the current term that it does not intend to renew the agreement.
- (b) A franchisee's authorization to use the city's streets, alleys, public ways and places for the purposes herein shall not be exclusive, and the city reserves the authority to grant the use of the city's streets, alleys, public ways and places to any person at any time during the period of any franchise granted pursuant to this article.
- (c) The enjoyment and exercise by a franchisee of any and all rights to use the city's streets, alleys, public ways and places shall be subject and subordinate to the dominant right of the public to use streets, alleys, public ways and places and to the lawful exercise of control by the city over the use thereof.
- (d) During the term of the franchise agreement, the franchisee shall remain authorized to legally conduct business within the State of Florida, pursuant to Florida Statutes;
- (e) The franchisee shall agree to operate its business strictly in accordance with the ordinances of the city applicable thereto as from time to time amended;

- (f) The franchisee shall agree that upon the violation of any provisions of this article by the franchisee, its agents, employees or persons acting on its behalf, the franchisee shall be subject to penalties prescribed within this article.
- (g) To ensure competition and limit monopolistic ownership, a grantee may not own, operate, or have any financial, legal, or ownership interest in more than one franchise in each categorye.
- (h) A franchisee shall commence operations within ninety (90) days of franchise issuance and shall continuously provide the authorized services under the franchise. Failure to commence operations, or cessation of substantially all operations for sixty (60) consecutive days without City approval, shall constitute abandonment of the franchise and may result in revocation or forfeiture.
- (i) The franchisee shall be actively engaged in the ownership, management, and day-to-day operation of the business operating under the franchise and shall not permit the franchise to be used solely by another person or entity.
- (j) A franchisee shall be allowed to use one (1) electric "horseless" carriage in addition to issued medallions. Electric "horseless" carriages may also be used in substitution of a horse carriage for each medallion.

Sec. 14-55. Franchise application requirements.

The applicant shall submit an application with the city for a franchise agreement with proof of the following:

- (1) Documentation demonstrating that the applicant is authorized to legally conduct business within the State of Florida pursuant to Florida Statutes and, if applicable, a completed application for a business tax receipt for operation of a business within the city limits;
- (2) Intended hours of operation;
- (3) Location of facilities to be used for the housing of animals;
- (4) Name of Doctor of Veterinary Medicine, duly licensed in the state, for compliance with city's requirement to provide the animal's certificate of health;
- (5) Applicant's qualifications include but are not limited to; previous experience in the operation of animal-drawn vehicles on public streets, together with the applicant's business plan, proposed hours of operation, background check information, and any other relevant experience or qualifications demonstrating the ability to safely and responsibly operate such services. Any adjudicated by a competent authority that results in a finding of animal abuse, neglect, or mistreatment shall be deemed disqualified from obtaining a franchise Applicant's previous experience in the operation of animal-drawn vehicles on the public streets;
- (6) Number of permits requested (subject to the provisions of this article);
- (7) Number of carriages to be operated (Number of carriages shall equal or exceed number of permits requested.);

- (8) Acknowledgment by the applicant that any franchise shall be nonexclusive; and
- (9) Acknowledgment by the applicant that upon the violation of any provisions of this article by the applicant/franchisee, its agents, employees or persons acting on its behalf, the applicant/franchisee shall be liable for any penalties prescribed within this article.
- (10) Identification of any bankruptcy, conviction of any crime, and proof of a valid Florida driver's license for the members of the proposed management team.
- (11) Any franchisee whose franchise is revoked, terminated, canceled, or not renewed by the City due to a violation of, or failure to comply with, the provisions of this Ordinance, applicable rules, permit conditions, or other lawful requirements imposed pursuant thereto, shall thereafter be deemed ineligible to apply for, receive, or hold any future franchise issued under this ordinance.

Sec. 14-56. Reserved

Sec. 14-57. Posting of fares

- (a) Animal-drawn vehicles shall clearly display, in a legible format approved by the franchise administrator, rates and charges for all passengers. The displays shall clearly indicate the forms of payment accepted by the animal-drawn vehicles. If there are any varying rates charged per route, time or passenger, then the animal-drawn vehicles shall clearly display the varying rates for passengers.
- (b) It shall be unlawful for the grantee or driver of any animal-drawn vehicle to charge or demand any passenger any sum of money in excess of the rates or charges displayed. The rates or charges for payment shall not vary during the time a ride is being provided. The only exception is if passengers request an extended route or time and agree to the rate charged.
- (c) The driver of animal-drawn vehicle shall document the agreed to rate, the date, and time of each ride. The driver shall also record any requested extension and agreed to rate.
- (d) Any gratuity, fee, service charge, or tax rate shall be clearly disclosed and displayed prior to providing any animal-drawn vehicle sightseeing service.

Sec. 14-58. Designated Loading and unloading.

- (a) The franchise administrator may formulate and promulgate reasonable rules and regulations for use of designated loading areas in order to ensure equality of opportunity among operators, prevent discrimination among animal-drawn vehicles and prevent unfair practices among the owners, operators and drivers of such animal-drawn vehicles for hire.

Sec. 14-59. Insurance.

- (a) The city risk manager may, on an annual basis, determine the amount of insurance coverage to be required of a grantee. It shall be unlawful for a grantee to operate any animal-drawn vehicles on the public streets, avenues and other public ways of the city until grantee shall have first procured and

filed with the city risk manager, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the city risk manager, grantee shall produce adequate proof that grantee is in compliance with all insurance requirements of this section.

(b) The policy required by this section may be in the form of a separate policy for each animal-drawn vehicle or may be in the form of a fleet policy covering all animal-drawn vehicles operated by such grantee (or grantee's affiliates). In either event, such policy or policies shall provide insurance on each animal-drawn vehicle in the following amounts-of:

(1) not less than five hundred thousand dollars (\$500,000.00) for one (1) person injured or killed, and five hundred thousand dollars (\$500,000.00) for all property damaged or destroyed in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for more than one (1) person injured or killed in any one (1) accident or a one million dollar combined single limit per occurrence.

(c) Such policy or policies shall cover:

(1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of animal-drawn vehicles operated by the grantee.

(2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by grantee's ownership, maintenance, operation or use of such animal-drawn vehicle. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the city risk manager at least fifteen (15) days prior to the date of such alteration, modification or cancellation.

(d) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the assured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the city risk manager.

Sec. 14-60. Reserved.

Sec. 14-61. Drivers.

(a) All animal-drawn vehicles shall be operated by a driver who has a current, valid State of Florida driver's license.

- (b) The franchise administrator shall initiate an annual background check for convictions of criminal traffic offense, felony convictions, violent or sexual crimes, or registration as a sexual offender. Any of these shall disqualify a driver from being a driver or operator. A driver may appeal such disqualification to the franchise administrator. The franchise administrator may, upon administrative review and consultation with the City Attorney and City Police Chief may in limited instances, issue an approval where a driver has served their sentence or complied with the terms associated with such offense.
- (c) All drivers offering sightseeing services shall have met all of the requirements of the Code of the city pertaining to Chapter 17, Article V. Certified Guides.
- (d) The franchisee shall ensure that each of its drivers are registered with the city and receive an identification badge. Each driver is required to be photographed by the franchise administrator or submit two copies of photos as specified on operator application forms or driver registration forms. Any driver registered under the provisions of this article is required to promptly notify the franchise administrator of any change of place of employment to a new operator, or any action or event that would disqualify them from operating an animal-drawn vehicle. The franchisee is ultimately responsible for ensuring the franchise administrator has the most recent information for registered drivers.
- (e) Every animal-drawn vehicle driver shall be clean and neat in appearance and shall, while on duty, wear the identification badge issued by the city bearing the inscription, "Animal-Drawn Vehicle Driver." The inscription may include the word "Licensed", "Approved", "Permitted", or "Authorized" before Animal. The identification badge shall also include the franchisee's name, the driver's name, the official city of St. Augustine photograph of the driver, the seal of the City of St. Augustine, and the license year for which the badge is valid. Said badge shall be worn in plain view at all times while engaged in the driving an animal-drawn vehicle.

Drivers shall adhere to the following code of conduct:

- (1) Be courteous, respectful and professional with all passengers and the public.
- (2) Avoid abusive language, harassment, bullying or discrimination with all passengers and the public.
- (f) It shall be unlawful for any driver of an animal-drawn vehicle, to leave or absent themselves for a distance greater than ten (10) feet from such animal-drawn vehicle of which they have charge as driver, while such animal-drawn vehicle is in service; parked or standing along the side of the curb of any public street within the city. This section shall be construed to govern the drivers named herein only while conducting their business as an animal-drawn vehicle or at such times where the vehicle is parked in designated areas. An employee of the franchisee may stay with the animal-drawn vehicle to ensure that it is not unduly accessed, disturbed, or put into service by an unauthorized driver in instances where a registered driver is located more than ten (10) feet from the animal-drawn vehicle.

Sec. 14-62. Prescribed routes; restrictions.

- (a) *Routes.* Animal-drawn vehicles shall only operate on routes established by resolution of the city commission after public hearing.
- (b) *Route modifications.* Such routes may be temporarily changed or altered by the franchise administrator if determined to be necessary for public safety reasons, with such changes being appealable to the city commission.
- (c) *Picking up off-route passengers.* An animal-drawn vehicle may leave a prescribed route to pick up *passengers* so long as the animal-drawn vehicle travels from a prescribed route and directly to the fare pick up location. Upon picking up an off-route fare, an animal-drawn vehicle shall immediately return directly to, and remain on, a prescribed route.
- (d) *Dropping off passengers.* An animal-drawn vehicle may leave a prescribed route to drop off a *passengers* so long as the animal-drawn vehicle travels from a prescribed route and directly to the fare drop off location. Upon dropping off a route *passengers*, an animal-drawn vehicle shall immediately return directly to, and remain on, a prescribed route.
- (e) *Temporary restrictions.* During special events or in the case of accidents or emergency incidents, the city shall be permitted to establish restrictions or relocate routes, pick-up and drop-off locations, or require detour or suspension of the provision of services.
- (f) Request for limited duration special sightseeing tours, sightseeing charters, or modification of existing routes, shall be made to the franchise administrator on an individual basis and shall be submitted in writing. The franchise administrator shall have fourteen (14) calendar days, starting from the date that the franchise administrator acknowledges that the request has been received, to review the request for approval. If such request for route approval is not acted upon within 14-day review period, the request shall be deemed approved. Should the request be denied, the grantee shall have the option to appeal the request to the city commission and file and appeal with the franchise administrator within thirty (30) days of the denial.

Sec. 14-63. Franchise Fee

One thousand dollars (\$1,000.00) times the number of medallions issued under the franchise shall be paid in quarterly installments from the date of execution of the franchise agreement on dates specified in the franchise agreement.

- (a) The franchise administrator shall limit the total number of medallions issued by the city. The total number of medallions issued by the city shall not exceed fifteen (15).
- (b) Except as provided in this subsection, the number of medallions issued to a single franchise shall not exceed five (5). ~~Any franchisee who on the effective date of this ordinance has more than five (5) medallions issued by the city may keep the medallions in service until termination of said franchise agreement. At that time any new franchise agreement is subject to this ordinance. Any franchisee who on the effective date of this ordinance has less than five (5)~~

medallions issued by the city may keep the medallions in service until termination of said franchise agreement.

- c) All medallions granted to a franchisee shall remain with that franchise, unsevered and unassigned.
- (d) Franchises are nontransferable.
- (e) No franchisee, no subsidiary of a franchise and no person or entity who holds an ownership interest in a franchise may manage, operate or otherwise control, directly or indirectly, any medallion(s) not issued to that franchise.

Sec. 14-64. Reserved.

Sec. 14-65. Reserved.

Sec. 14-66. Reserved.

Sec. 14-67. Compliance with traffic regulations.

Any person, grantee, or driver having been issued a identification badge under this article to engage in the business of operating animal-drawn vehicles shall be subject to all traffic provisions of this Code and other ordinances and regulations now in effect in the city and all traffic ordinances and regulations which may pertain to the operation of animal-drawn vehicles, hereinafter enacted or adopted by the city, and such rules and regulations formulated and promulgated by the franchise administrator under authority of this article.

Sec. 14-68. Reserved.

Sec. 14-69. Reserved.

Sec. 14-70. Reserved.

Sec. 14-71. Reserved.

Sec. 14-72. Reserved.

Sec. 14-73. Minimum Equipment Maintenance.

- (a) The grantee of an animal-drawn vehicle franchise shall subject the vehicle to a complete and thorough inspection in accordance with the policies, procedures, requirements and schedules established by the franchise administrator. The franchise administrator shall exercise sole discretion in scheduling the time for such inspection with the city's fleet maintenance staff but in no event shall the inspection occur less frequently than once every twelve (12) calendar months. Every animal-drawn vehicle in service shall have the following equipment in good repair on the vehicle:
 - (1) ~~Vehicle body condition (free from corrosion or rot)~~Body condition (free from corrosion or rot).
 - (2) Electrically powered lights or lanterns and reflectors that shall be visible from a distance of five hundred (500) feet in any direction.
 - (3) Grab handles.

- (4) Traces.
- (5) Harness.
- (6) Seats.
- (7) Rubber surfaced wheels.
- (8) Top.
- (9) Shafts.
- (10) Steps.
- (11) Lights on any vehicle licensed to operate at night.
- (12) Brakes.
- (13) Sign located on the rear of the vehicle indicating that the vehicle is "slow moving."
- (14) Warning Triangles
- (15) Diapering apparatus that prevents the droppings of the animal from being deposited on the ground or the right-of-way.
- (16) Two-way communication system such as a radio or cell phone.
- (b) An animal-drawn vehicle will be maintained in a clean well painted manner so as to provide a generally good appearance.
- (c) The police chief is given full power to suspend a franchise/medallion if it is determined that the operation of a sightseeing vehicle would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the franchisee. The sightseeing vehicle may not be returned to service until it has been inspected and found to comply with subsections (a) and (b) above.

Sec. 14-74. Animal-drawn vehicle safety during operation.

- (a) At all times the animal-drawn vehicle must be occupied by an operator in the driver's seat or attend to the animal from the ground.
- (b) At no time shall a horse be separated from its carriage on any City street unless it is an emergency situation.
- (c) Animals shall not engage in work with harnesses or bits which harm or are unsafe to the animal.
- (d) Harnesses, bridles, bits and padding shall be properly fitted and kept clean and in good repair, free of makeshifts like wire, rope and rusty chain.
- (e) Trace chains shall not put pressure on the collar and shoulders of the animal when it starts pulling the carriage resulting in a jolting start versus a smooth start with a snug collar already in place.
- (f) Breeching shall fit so that it will not rub or hinder the hind leg movement of the animal.

- (g) Water shall be provided to each animal after completing a tour or offered at least once per hour.
- (h) Animals shall be provided electrolyte supplements as needed.
- (i) Animals shall have at least fifteen (15) minutes' rest between back-to-back tours.
- (j) In a twenty-four (24) hour period, animals shall not engage in work more than eight (8) consecutive hours in a twenty-four (24) hour period without a one and one-half (1½) hour break being disconnected from the vehicle.
- (k) ~~Animals shall not engage in work more than six (6) days in a seven (7) day period~~ Animals shall not work more than six (6) days in any seven (7) day period, except during the period from June 1 through August 30, when animals shall not work more than five (5) days in any seven (7) day period.
- (l) Be responsible for removal from city's streets, alleys, public ways and places of all manure and droppings by 6:00 p.m. of the day of the occurrence and after completion of the last route of the day if the last route ends after 6:00 p.m. or, in the event of a charter on a route other than a prescribed route, immediately following the completion of that charter trip.

Sec. 14-75. Care of animals.

In the event of an allegation of animal abuse, neglect, or mistreatment involving the Franchisee, the City reserves the right, in its sole discretion, to temporarily suspend all or part of the Franchisee's operations pending the outcome of a formal investigation by a competent authority, including but not limited to, the City Manager or designee. Such suspension may be imposed immediately upon written notice to the Franchisee when the City determines that continued operation may pose a risk to animal welfare, public safety, or the public interest.

During any period of suspension, the Franchisee shall comply with all directives of the City and shall remain fully responsible for the proper care, housing, feeding, veterinary treatment, and general welfare of all horses.

If allegations of animal abuse are documented, formally investigated, and adjudicated by a competent authority, and such adjudication results in a finding of animal abuse, neglect, or mistreatment, the Franchise Agreement shall be immediately terminated, without notice or opportunity to cure. Termination shall be effective upon written notice to the Franchisee.

For purposes of this section, "documented abuse" includes findings issued by a court of law, administrative agency, animal control authority, or other governmental or regulatory body with jurisdiction. Termination under this provision shall not limit the City right to pursue any additional remedies available under this Agreement or under applicable law, including review by the City Manager or designee and recommended action to the City Commission.

If the investigation does not result in a finding of documented abuse, the City may, at its discretion, reinstate the Franchisee's operations, with or without conditions deemed necessary to protect animal welfare and the public interest.

No animal shall be used to draw a carriage unless the animal is in good health and the following standards are met:

- (1) The animal is kept in good care, health, and working condition; shall not have open sores or wounds nor shall such animal be lame or have any other ailments unless the driver has in the driver's possession a current written statement by a veterinarian that the animal is fit for such work, notwithstanding such condition.
- (2) The animal shall be properly and appropriately groomed.
- (3) Animals shall not engage in work with equipment causing an impairment of vision, other than normal blinders.
- (4) Animals shall not be driven at a speed faster than a slow trot.
- (5) Animals shall not be subject to any cruel or harassing treatment or equipment.
- (6) Animals daily shall receive an adequate amount of equine feed, free from contamination, sufficient in quantity, adequate in nutritional value and provided frequently enough to meet normal daily requirements for the animal's condition, special needs, environmental factors and size of the animal so as to maintain satisfactory health.
- (7) Any recently acquired horse for use in animal-drawn carriage operations shall be quarantined for a minimum period of twenty-one (21) consecutive days prior to being placed into service or commingled with other horses used in carriage operations.
- (8) The City shall be notified immediately of any suspected or confirmed equine infectious or communicable disease, reportable disease event, quarantine, movement restriction, or other veterinary-determined health condition requiring notification to the Florida Department of Agriculture and Consumer Services (FDACS).

Sec. 14-76 Training program.

- (a) Each horse-drawn carriage company shall at the City's request implement a training program for both its tour guides and horses to ensure proficiency when operating on the public right-of-way.
- (b) Training materials and records shall be made available for inspection by the City.
- (c) Any animal pulling a carriage shall be desensitized or otherwise trained to tolerate urban conditions prior to being placed in service. Records pertaining to desensitization training shall be maintained by carriage companies for inspection by the City.

Sec. 14-77. Sheltering of animals within city limits.

- (a) Stalls shall be kept clean and excreta shall be removed daily.
- (b) Adequate water shall be provided in stalls at all times while any animal is present.

- (c) Fans should be used to increase ventilation when the Wet Bulb Globe Temperature reaches 85 degrees.
- (d) Sharp surfaces and any other hazards shall not be permitted in any stall where they can come in contact with the animals.
- (e) The practice of tethering the animal in a stall is permitted so long as the animal does not have the opportunity to lie down or is not laying down. Tethering down an animal that can lay down or is laying down risks entanglement or injury.
- (f) There shall be no smoking at any time in the stall area.
- (g) Unless otherwise directed by a veterinarian, animals shall be given pasture turn-out time of a minimum of two (2) non-consecutive weeks every four (4) months. The City may require that animals housed on city-owned property be promptly removed in advance of a weather emergency as determined by the franchise administrator;
- (h) All stalls shall be subject to inspection by either code enforcement or the fire department. Fire extinguishers must be kept in obvious places in every stall area as required by law and as recommended by the fire department.
- ~~—— Stables within city limits shall be safe, well lit, ventilated, and shall provide protection from the weather as described herein;~~
- ~~—— Stables and stalls shall be kept clean and in good repair and excreta shall be removed daily;~~
- ~~—— Adequate water shall be provided in stables and stalls at all times while any animal is present.~~
- ~~—— Adequate food shall be available and kept free of contamination. Out of service animals shall at all times have access to salt in a block or loose form.~~
- ~~—— Fans shall be used to increase ventilation when the ambient temperature reaches 85 degrees Fahrenheit;~~
- ~~—— Sharp surfaces and any other hazards shall not be permitted in any stable or stall where they can come in contact with the animals;~~
- ~~—— Stables and stalls shall be kept free of leaks, including but not limited to, leaks from roofs or from plumbing;~~
- ~~—— The practice of tethering the animal in a stall is permitted so long as the animal does not have the opportunity to lie down or is not laying down. Tethering down an animal that can lay down or is laying down risk entanglement or injury;~~
- ~~—— Occupied stalls shall have a minimum of three (3) inches of bedding or have a specialized surface so as to keep animals clean, dry and free of concussion, abrasion or pressure points;~~
- ~~—— Interior and exterior areas of the stable shall be kept clean, properly drained and free of nuisances including, but not limited to, unreasonable and excessive odors and unreasonable accumulation of refuse and excreta;~~

- ~~There shall be no smoking at any time in stables; and~~
- ~~Unless otherwise directed by a veterinarian, animals shall be given a pasture turn-out time of a minimum of two (2) non-consecutive weeks every four (4) months.~~
- ~~The City may require that animals housed on city-owned property be promptly removed in advance of a weather emergency as determined by the franchise administrator.~~
- ~~All stables shall be subject to inspection by either code enforcement or the fire department. Fire extinguishers must be kept in obvious places in every stable as required by law and as recommended by the fire department.~~

Sec. 14-78. Certificate of health of animals required.

The following are required to ensure the health of animals:

- (a) Bi-annual City veterinary inspections required. As a condition of maintaining a franchise agreement, each franchisee shall ensure that every animal used in the operation of animal-drawn vehicles, and each stable area located within the City limits and used in the business, is inspected by a City-approved and licensed Doctor of Veterinary Medicine twice annually, no later than May 15 and November 15 of each calendar year, at the franchisee's expense.
- (b) Certification of fitness for carriage work. Following each required inspection, the examining veterinarian shall certify to the City that the animal has been examined and is in good health and physically fit to draw an animal-drawn vehicle without endangering the health or welfare of the animal.
- (c) Additional examinations upon reasonable notice by the City, animals shall be made available for additional physical examination by a licensed veterinarian selected by City at Franchise expense. Documentation of such examinations shall be maintained by the franchisee and provided to the City upon request.
- (d) Testing, vaccinations, and preventative care:
 - (1) Coggins test. Each animal shall maintain a current negative Equine Infectious Anemia (Coggins) test conducted annually, with documentation maintained on file and provided to the City upon request.
 - (2) Vaccinations. Animals shall be vaccinated by a licensed veterinarian for diseases and risk factors appropriate to the region, consistent with generally accepted veterinary practices.
 - (3) Parasite control. Animals shall receive parasite control treatment as determined necessary by a licensed veterinarian.
- (e) Records and compliance. All veterinary inspection reports, certifications, testing results, and related health records required under this section shall be maintained by the franchisee and made available for City inspection upon request.

- (f) Enforcement. Failure to comply with the requirements of this section shall constitute a violation of this article and may result in suspension of Franchise, or other penalties as provided by this Code.

Sec. 14-79. Equine Heat.

- (a) Franchisees and drivers shall use caution when working animals in adverse weather conditions including but not limited to high heat and humidity, heavy rain, and other slippery or reduced visibility situations.

- (b) Monitoring Temperature. The official thermometer used for determining the Wet Bulb Globe Temperature (WBGT) shall be permanently affixed and monitored through FSWN CityStAug at 111 Avenida Menendez, St. Augustine Municipal Marina. The backup thermometer used for determining the WBGT shall be located and monitored through FSWN at the St. Johns Fire Station 9 – South Ponte Vedra Beach. Monitoring temperature. The official thermometer used for determining the temperature and heat index shall be permanently affixed and located at 111 Avenida Menendez, St. Augustine Municipal Marina. The backup thermometer used for determining the temperature shall be located at the St. Augustine Airport (KSGJ).

- (c) Heat Guidelines. The following air temperatures shall be applied:

- (1) 4. When the Wet Bulb Globe Temperature reaches 90, all drivers shall discontinue working their animals and pull them off the street until the wet bulb globe temperature decreases below the above-stated temperature as directed by the franchise administrator or designee.

- (2) In the event of a weather emergency, the franchise administrator may order all animals to be removed from the city's streets, alleys, public ways and stabled safely in advance of a storm. Temperature of 85 degrees Fahrenheit or higher:

Rectal temperature readings shall be taken by the carriage driver upon the completion of every tour route prior to hosing down the horse. This information shall be recorded in writing and maintained on the carriage, which shall be made available to the franchise administrator or designee upon request, to evaluate factors suggestive of undue equine stress or heat exhaustion.

Inspections: Franchise administrator or designee may request to inspect the rectal temperature reading records for any horse in circulation. The franchise administrator or designee may order the return of any horse to the original starting point and require performance of a rectal temperature check in presence for any horse in circulation. Horse drawn carriage owners or operators failing to comply with either such request shall result in immediate removal of the horse from the street and return to its stabling facilities for the remainder of the calendar day.

Elevated horse temperatures: if the temperature of any horse registers in excess of 102 degrees as determined by a rectal temperature check, its carriage owner or operator shall recheck the temperature thirty (30) minutes thereafter. If the horse's temperature remains in excess of 102 degrees, it shall immediately be returned to its stabling facility for the remainder of the

calendar day, and the franchise administrator or designee shall be notified within thirty minutes of the second temperature reading.

2. Temperature of 90 degrees Fahrenheit or higher:

Horse-drawn carriage tour operations shall not be allowed to operate on City streets. Drivers shall discontinue working their animals and pull them off the street until the temperature decreases below the above-stated temperatures as directed by the franchise administrator or designee.

(b) — In the event of a weather emergency, the franchise administrator may order all animals to be removed from the city's streets, alleys, public ways and places and stabled safely in advance of a storm.

Sec. 14-80. Penalties.

In the absence of a bona fide emergency, any person who violates or otherwise fails to comply with any provision of this article shall be subject to the following penalties:

County Court:

(1) A violation of this code is a civil infraction.

(2) The civil penalty is \$500.00.

(3) If the person who has committed the civil infraction does not contest the citation, the penalty shall be reduced by \$50.00, to \$450.00.

(4) The issuance of a citation shall be by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.

(4)(5) The citation may be contested in county court.

Suspension, Revocation, Administrative Review:

(6) The penalty for a first violation under this chapter shall be an official written warning. If the penalty involves Care of Animals or Equine Heat then a \$500 fine shall be issued along with the written warning. The penalty for a first or second violation under this article shall be no more than one hundred dollars (\$100.00) and one hundred dollars (\$100.00) for each day thereafter a continued violation occurs.

(7) Upon three (3) violations within a six-month period, the franchise will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty (30) days. The penalty for a second violation under this chapter shall pay a \$500 fine and a second written warning will be issued.

(8) Upon three (3) violations under this chapter within a twelve month period, the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period not to exceed thirty (30) day. Should operations occur during the suspension period the carriage may be impounded and the franchisees franchise agreement terminated. Upon four (4) violations within a twelve-month period, the franchise grantee will have a

hearing with the city commission to review the violations and may be suspended for a period not to exceed one hundred eighty (180) days.

(9) Upon four (4) violations under this chapter within a twelve month period, the penalty is a \$500 fine and the franchisee will have a hearing with the city commission to review the violations and may be suspended for a period or have the franchise agreement terminated. Upon five (5) or more violations within a twelve month period, a franchisee will have a hearing with the city commission to review the violations and may have its permit revoked. After one year of permit revocation, the franchisee operator may apply for reinstatement after payment of a five thousand dollar (\$5,000) penalty. Should operation occur after the license has been revoked, the grantee may be subject to a permanent ban and an additional five thousand dollar (\$5,000.000) penalty.

(10) Franchisee, its agents, employees, or persons acting on its behalf, shall be liable for any penalties prescribed within this section.

(11) Prior to any suspension or revocation of a ~~permit~~ franchise, the city commission shall hear evidence presented by the franchise administrator establishing the basis for the suspension and the franchisee shall have the right to present evidence to the city commission that supports why they feel they should not be suspended or have their ~~permit~~ franchise revoked. The city commission shall hear the evidence from both parties and shall vote to approve a suspension or permit revocation prior to any suspension of operations or the revocation of a ~~permit~~ franchise.

(12) Any entity, company, or person not approved as a franchise that provides animal-drawn vehicle services within the city shall be subject to issuance of a violation by law enforcement and a written warning from the franchise administrator.

(13) Any entity, company, or person not approved as a franchise that provides animal-drawn vehicle services within the city shall be subject to ~~the maximum violation allowed to be administered by law enforcement~~ impoundment and permanent suspension for being able to apply for a franchise agreement. The city may also work with law enforcement or the Florida Department of Highway Safety and Motor Vehicles to pursue suspension of driving privileges as permitted by Florida law.

Sec. 14-81. Administration and appeals.

(a) All appeals by a franchisee or applicant from an interpretation or determination by the franchise administrator shall be made to the city commission within fifteen (15) calendar days after the date of service of written notice of such interpretation or determination, and shall be heard by the City Commission as soon as practical thereafter.

(b) All appeals from an adverse decision by the city commission shall be made within thirty (30) calendar days of the date of entry of a written order regarding such decision.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 3. Inclusion in Code. It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of St. Augustine, and that the sections of this ordinance may be renumbered or re-lettered and the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

Exhibit C

Business Impact Statement



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. 2026-11

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS FOR FRANCHISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

The proposed ordinance amends Chapter 14 of the City of St. Augustine Code of Ordinances to modernize and strengthen regulatory standards applicable to franchise operations, including those involving drivers and, where applicable, the use of animals in service. The ordinance serves the public health, safety, morals, and general welfare of the City by: reducing conflicts and congestion within the public rights-of-way; promoting safe, predictable, and efficient transportation services; improving the welfare, protection, and humane treatment of working animals; ensuring consistent and accountable business practices; aligning mobility-related commercial activity with the City's Comprehensive Plan and Long-Range Mobility Plan; and preventing oversaturation of franchise services that could negatively impact residents, visitors, transportation networks, and historic character.

- 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.**

(a) The proposed ordinance is expected to have modest and manageable direct economic impacts on private, for-profit businesses operating under franchise agreements with the City. Businesses may incur additional expenses related to insurance, training, driver certification, animal-care standards, equipment upgrades, or reporting. Businesses may need to modify staging practices, routes, or scheduling to align with mobility-safety requirements. The impact is expected to be mixed; on one hand this provides opportunities for new business owners and expansion opportunities to others, while capping any overwhelming monopoly by any given operator. Potential benefits include a capped system that can stabilize the market, reducing overcrowding and unsustainable competition, higher standards can improve customer confidence leading to stronger long-term demand and clearer rules reduce compliance ambiguity and the likelihood of violations.
(b) A new fee of \$2,000 per year for Tier Two Franchises is established. The fee provides exclusive use of city right-of-way for loading and unloading zones, access to city properties and for new signage to be erected and maintained.
(c) No changes to regulatory costs are expected. Revenues will increase based on the new fee established.

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

All currently authorized franchise operators under Chapter 14, including transportation-related or tour-related franchises and new franchisees that will be under the proposed second tier for motor vehicle franchises. This impacts about 20 to 25 existing licensed businesses.

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: May 21, 2026

RE: Agenda Item for June 8, 2026 City Commission Meeting
Resolution No. 2026-11 Authorizing the City Manager to Execute an
Agreement to Continue the Transit Corridor Development Program

The intent of this memo is to request the City Commission to authorize the City Manager to execute an Agreement with the state of Florida Department of Transportation (FDOT) for a Public Transportation Grant Agreement for the continuation of the Downtown Circulator Program.

Please let me know if you have any questions.



Marcus Pinson IV
Mobility Manager

cc: Reuben Franklin, Assistant City Manager

RESOLUTION 2026-11

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

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

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

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

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

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

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

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

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this _____ day of _____, 2026.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088774
216453-3-84-26	Work Activity Code/Function:	215	Object Code:	751000
	Federal Award		Org. Code:	55022020229
	Identification Number (FAIN) – Transit only:		Vendor Number:	F596000420024
Contract Number:	Federal Award Date:			
CFDA Number: N/A	Agency UEI Number:	EYJGVQ5LEQ23		
CFDA Title: N/A				
CSFA Number: 55.013				
CSFA Title: Transit Corridor Development Program				

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

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

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☐ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
☒ Exhibit E4: Energy Policy Goals Reporting
☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through May 31, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

9. Project Cost:

- a. The estimated total cost of the Project is \$1,500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,500,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

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

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Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

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- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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

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

State Funded:

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

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

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

And

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

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

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

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

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- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

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19. Miscellaneous:

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

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and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of St. Augustine

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M Knight PE

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

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

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

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This funding is operating assistance for a circulator in the St. Augustine area.

"As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained. Transit Corridor Project is defined as a project identified in a Transit Development Plan, Congestion Management System, or other formal study undertaken by a public agency

designed to relieve congestion and improve capacity within an identified corridor, by increasing people carrying capacity through the use and facilitated movement of high occupancy conveyances. Capital costs may include rolling stock, the purchase of land and right of way, construction and installation of facilities, and corridor road improvements such as turn lanes, traffic controls and high occupancy lanes. Operational costs may include pre-service reparations, operating deficits, marketing, administration, security and traffic control, equipment leases, commuter transportation services, carpool and/or vanpool activities, and other demand management strategies."

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

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

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
216453-3-84-26	DPTO	088774	2026	751000	55.013	Transit Corridor Development Program	\$1,500,000.00
Total Financial Assistance							\$1,500,000.00

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

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$1,500,000	\$0	\$0	\$1,500,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$1,500,000	\$0	\$0	\$1,500,000

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

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☒ Monthly
☐ Quarterly
☐ Other:

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

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

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

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

Janell Damato

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT
(Transit Corridor Program)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System - In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. Transit Vehicle Inventory Management. The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Timeline for Transit Corridor Activities prior to the commencement of the project.

7. Annual Report. The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives, the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

-- End of Exhibit E --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

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

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

- End of Exhibit E1 -

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Exhibit E2

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

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

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

- End of Exhibit E2 -

**PUBLIC TRANSPORTATION
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PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

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

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$1,500,000

*The award amount may change with amendments

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

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

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

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: June 8, 2026

RE: Florida Department of Transportation Intersection Improvement Project
Resolution 2026-12 Deed 100.1, 101.1
Resolution 2026-13 Temporary Easements 700.1, 701.1
Resolution 2026-14 Perpetual Easement 800.1, 801.1

The City has been contacted by the Florida Department of Transportation (FDOT) regarding a deed, temporary easements and permanent easements needed from the City of St. Augustine for the intersection improvement project located at SR 5A (A1A). These parcels are located on State Road 5A (A1A) from: Bridge of Lions to Charlotte Street. To complete the project, it will be necessary for the City to grant one (1) deed, two (2) temporary and two (2) permanent easements. The locations are listed below, and maps are attached to this memo.

RESOLUTION	TYPE	LOCATION
2026-12	City Deed	100.1, 101.1—4,862 square ft along SR A1A
2026-13	Temporary Easements	700.1, 701.1—1,700 square ft along SR A1A
2026-14	Permanent Easements	800.1, 801.1—4,297 square ft along SR A1A

Please place these Resolutions, with backup, on the June 8, 2026, agenda.

Should you have any questions, please call me.

Thank you,



Meredith Breidenstein
Assistant City Manager

Attachments

Cc: Isabelle Lopez, City Attorney
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk
Stephen Slaughter, Public Works Director
Amy Skinner, Planning & Building Director

BSD.08-Date: April 27, 2026

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 100.1/101.1
SECTION NO. 78010
F.P. NO. 4308974
STATE ROAD NO. A1A (Avenida
Menendez)
COUNTY OF St. Johns

RESOLUTION 2026-12

ON MOTION of Commissioner_____, seconded
by Commissioner_____, the following
Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or
improve State Road No. A1A (Avenida Menendez), Section No.78010, F.P. No. 4308974, in St.
Johns County, Florida; and

WHEREAS, it is necessary that certain lands now owned by the City of St. Augustine,
Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for City purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said
City to execute and deliver to the State of Florida Department of Transportation a deed, or deeds, in
favor of the State of Florida Department of Transportation, conveying all rights, title and interest that
said City has in and to said lands required for transportation purposes, and said request having
been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of
St. Augustine, Florida, that the application of the State of Florida Department of Transportation for a
deed, or deeds, is for transportation purposes which is in the public or community interest and for
public welfare and the land needed for transportation purposes is not needed for City purposes; that

a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of the City of St. Augustine, Florida, in and to said lands should be drawn and executed by this Board of City Commissioners. Consideration shall be \$_____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

Print Name:_____
Chairperson
Board of City Commissioners
City of St. Augustine, Florida

STATE OF FLORIDA

CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of the City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 20_____.

Print Name:_____
Clerk
Board of City Commissioners
City of St. Augustine, Florida

03-BSD.05-Date: April 27, 2026

T. S. No. N/A
R/W Map Sheet No. (SKETCH)
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	100.1
SECTION NO.	78010
F.P. NO.	4308974
STATE ROAD NO.	A1A (Avenida Menendez)
COUNTY OF	St. Johns

CITY DEED

THIS DEED, made this _____ day of _____, 20_____,
by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box
210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, to the STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-
5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to
this instrument and the heirs, legal representatives and assigns of individuals, and the successors,
and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00)
and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby
grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that
certain land situate in St. Johns County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its
name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above
written.

ATTEST: _____
Darlene Galambos
Its City Clerk

The City of St. Augustine, Florida
By Its Board of City Commissioners

Signed, sealed and delivered in
The presence of:

Witness: _____
Print Name: _____
Address: _____

BY: _____
Nancy Sikes-Kline, Mayor

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20_____, by Nancy Sikes-
Kline, Mayor, ☐ who is personally known to me or ☐ who has produced _____
as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 78010
F.P. No. 4308974

SR No. A1A (Avenida Menendez)

St. Johns County

Parcel No. 100

Fee Simple

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 650.69 Feet; Thence North 88°05'36" East, A Distance Of 55.21 Feet To The Easterly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Left, Having A Radius Of 244.00 Feet And To The **Point Of Beginning**; Thence Along The Arc Of Said Curve, Through An Angle Of 02°33'47", An Arc Distance Of 10.92 Feet And A Chord Bearing And Distance Of South 24°04'41" East, 10.91 Feet; Thence South 26°15'15" East, A Distance Of 8.57 Feet; Thence South 28°02'33" East, A Distance Of 89.40 Feet To A Curve To The Left, Having A Radius Of 194.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°24'00", An Arc Distance Of 62.30 Feet And A Chord Bearing And Distance Of South 37°14'33" East, 62.03 Feet To A Curve To The Left, Having A Radius Of 124.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°45'00", An Arc Distance Of 12.44 Feet And A Chord Bearing And Distance Of South 49°19'03" East, 12.44 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A; Thence Along Said Northerly Existing Right Of Way Line, The Following 2 Courses: (1) North 67°36'57" West, 70.02 Feet To A Curve To The Right, Having A Radius Of 40.00 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 62°48'50", An Arc Distance Of 43.85 Feet And A Chord Bearing And Distance Of North 36°12'32" West, 41.69 Feet To Said Easterly Existing Right Of Way Line Of State Road No. A-1-A; Thence North 04°48'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 94.08 Feet To The **Point Of Beginning**.

Containing: 3,822 Square Feet, More Or Less.

Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. n/a
R/W Map Sheet No. (SKETCH)
Tax Parcel No. n/a

<u>Section No. 78010</u>	<u>SR No. A1A (Avenida Menendez)</u>	<u>St. Johns County</u>
<u>F.P. No. 4308974</u>		

Parcel No. 100

Fee Simple

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 650.69 Feet; Thence North 88°05'36" East, A Distance Of 55.21 Feet To The Easterly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Left, Having A Radius Of 244.00 Feet And To The **Point Of Beginning**; Thence Along The Arc Of Said Curve, Through An Angle Of 02°33'47", An Arc Distance Of 10.92 Feet And A Chord Bearing And Distance Of South 24°04'41" East, 10.91 Feet; Thence South 26°15'15" East, A Distance Of 8.57 Feet; Thence South 28°02'33" East, A Distance Of 89.40 Feet To A Curve To The Left, Having A Radius Of 194.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°24'00", An Arc Distance Of 62.30 Feet And A Chord Bearing And Distance Of South 37°14'33" East, 62.03 Feet To A Curve To The Left, Having A Radius Of 124.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°45'00", An Arc Distance Of 12.44 Feet And A Chord Bearing And Distance Of South 49°19'03" East, 12.44 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A; Thence Along Said Northerly Existing Right Of Way Line, The Following 2 Courses: (1) North 67°36'57" West, 70.02 Feet To A Curve To The Right, Having A Radius Of 40.00 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 62°48'50", An Arc Distance Of 43.85 Feet And A Chord Bearing And Distance Of North 36°12'32" West, 41.69 Feet To Said Easterly Existing Right Of Way Line Of State Road No. A-1-A; Thence North 04°48'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 94.08 Feet To The **Point Of Beginning**.

Containing: 3,822 Square Feet, More Or Less.

Parcel Description Verified By: Rhonda Roberson

Date: 03/31/2026

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000;
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other _____

Owned By: (03-BSD.05) City of St. Augustine, Florida

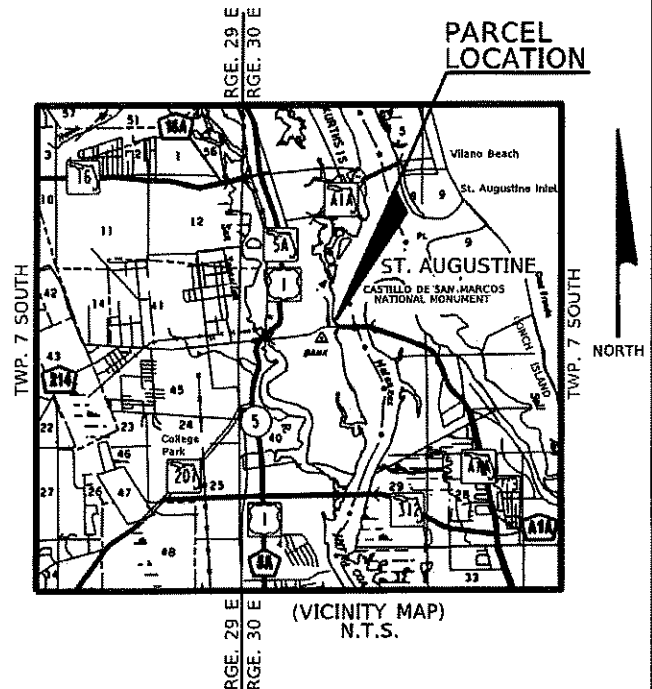
Grantor's Mailing Address: _____

SUBORDINATE INTEREST: n/a

SKETCH OF DESCRIPTION FOR PARCEL 100 TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE FEE SIMPLE PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



BASELINE OF SURVEY _____
 EXISTING R/W LINE _____
 RIGHT OF WAY LINE _____
 SUBDIVISION LINE _____

(100) = PARCEL BUBBLE
 Δ = NAIL AND DISK

LEGEND

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT

N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

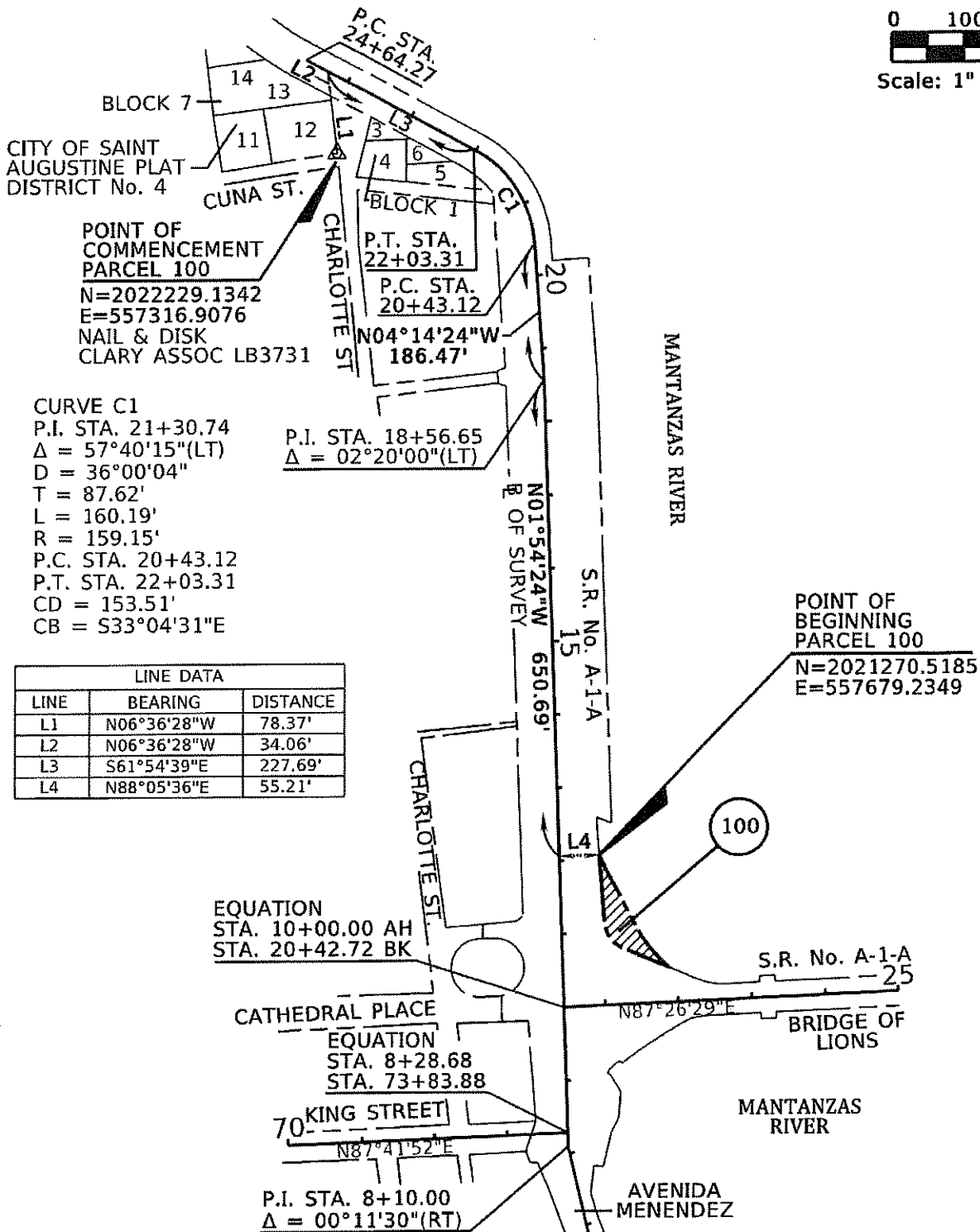
NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 100			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
	DRAWN R. MECKLENBURG	03/16/26	DATA SOURCE: DATABASE ORD 7804008
REVISION	BY	DATE	CHECKED M. COLLIGAN 03/16/26
		F.P. NO. 4308974	SECTION 78010
		SHEET 1 OF 4	

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 100 200
Scale: 1" = 200'



SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 100

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

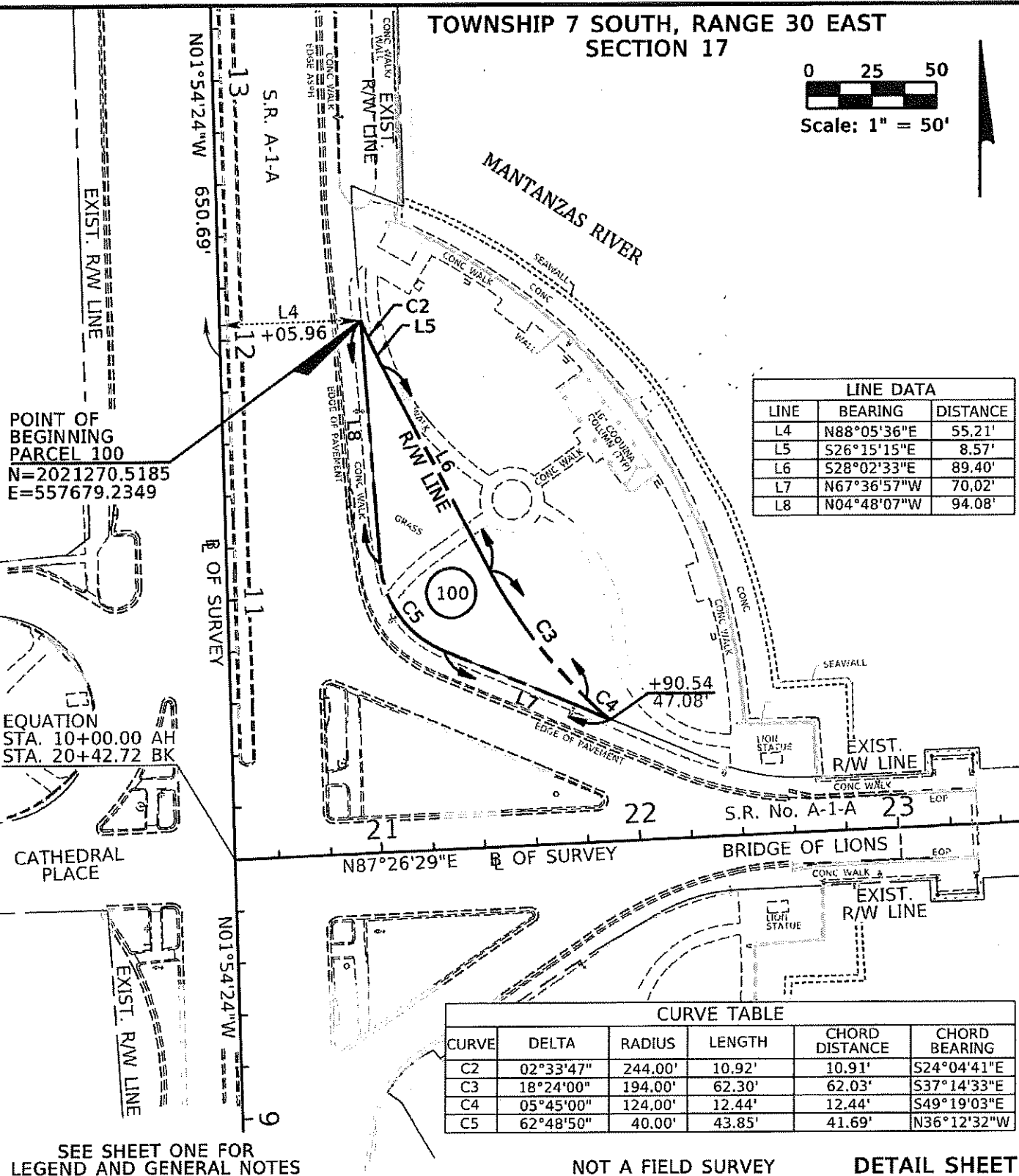
BY	DATE	PREPARED BY:	DATA SOURCE:
CLARY & ASSOCIATES, INC. L.B. 3731	03/16/26	3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATABASE ORD 7804008
DRAWN	DATE	F.P. NO. 4308974	SECTION 78010
NECKLEBURG	03/16/26		
CHECKED	DATE		
M. COLLIGAN	03/16/26		

REVISION BY DATE

SHEET 2 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST
SECTION 17

0 25 50
Scale: 1" = 50'



NOT A FIELD SURVEY

DETAIL SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 100

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

BY	DATE	PREPARED BY:	DATA SOURCE:
R. MECKLENBURG	03/16/26	CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATABASE ORD 7804008
DRAWN	CHECKED	F.P. NO. 4308974	SECTION 78010
M. COLLIGAN	03/16/26		SHEET 3 OF 4

Parcel 100
Description

Fee Simple

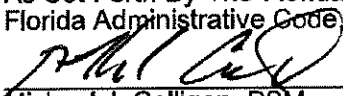
A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 650.69 Feet; Thence North 88°05'36" East, A Distance Of 55.21 Feet To The Easterly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Left, Having A Radius Of 244.00 Feet And To The **Point Of Beginning**; Thence Along The Arc Of Said Curve, Through An Angle Of 02°33'47", An Arc Distance Of 10.92 Feet And A Chord Bearing And Distance Of South 24°04'41" East, 10.91 Feet; Thence South 26°15'15" East, A Distance Of 8.57 Feet; Thence South 28°02'33" East, A Distance Of 89.40 Feet To A Curve To The Left, Having A Radius Of 194.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°24'00", An Arc Distance Of 62.30 Feet And A Chord Bearing And Distance Of South 37°14'33" East, 62.03 Feet To A Curve To The Left, Having A Radius Of 124.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°45'00", An Arc Distance Of 12.44 Feet And A Chord Bearing And Distance Of South 49°19'03" East, 12.44 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A; Thence Along Said Northerly Existing Right Of Way Line, The Following 2 Courses: (1) North 67°36'57" West, 70.02 Feet To A Curve To The Right, Having A Radius Of 40.00 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 62°48'50", An Arc Distance Of 43.85 Feet And A Chord Bearing And Distance Of North 36°12'32" West, 41.69 Feet To Said Easterly Existing Right Of Way Line Of State Road No. A-1-A; Thence North 04°48'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 94.08 Feet To The **Point Of Beginning**.

Containing 3,822 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 100		
			STATE ROAD NO. A-1-A		
			ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	DATE	DATA SOURCE: DATABASE 7804008
			R. MECKLENBURG	03/16/26	
			M. COLLIGAN	03/16/26	
REVISION	BY	DATE	CHECKED	F.P. NO. 4308974	SECTION 78010
					SHEET 4 OF 4

03-BSD.05-Date: April 27, 2026

T. S. No. N/A
R/W Map Sheet No. (SKETCH)
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	101.1
SECTION NO.	78010
F.P. NO.	4308974
STATE ROAD NO.	A1A (Avenida Menendez)
COUNTY OF	St. Johns

CITY DEED

THIS DEED, made this _____ day of _____, 20_____,
by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box
210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, to the STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-
5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to
this instrument and the heirs, legal representatives and assigns of individuals, and the successors,
and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00)
and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby
grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that
certain land situate in St. Johns County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its
name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above
written.

ATTEST: _____
Darlene Galambos
Its City Clerk

The City of St. Augustine, Florida
By Its Board of City Commissioners

Signed, sealed and delivered in
The presence of:

Witness:
Print Name: _____
Address: _____

BY: _____
Nancy Sikes-Kline, Mayor

Witness:
Print Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20_____, by Nancy Sikes-
Kline, Mayor, ☐ who is personally known to me or ☐ who has produced _____
as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 78010
F.P. No. 4308974

SR No. A1A (Avenida Menendez)

St. Johns County

Parcel No. 101

Fee Simple

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

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Containing: 1,040 Square Feet, More Or Less.

Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. n/a
R/W Map Sheet No. (SKETCH)
Tax Parcel No. n/a

Section No. 78010 SR No. A1A (Avenida Menendez) St. Johns County
F.P. No. 4308974

Parcel No. 101

Fee Simple

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 110.97 Feet; Thence South 02°33'31" East, A Distance Of 57.77 Feet To The Southeasterly Existing Right Of Way Line Of Said State Road No. A-1-A And To The **Point Of Beginning**; Thence South 29°45'09" West, A Distance Of 71.95 Feet To The Easterly Existing Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way); Thence Northerly Along Said Easterly Existing Right Of Way Line, The Following 2 Courses: 1) North 30°25'22" West, 24.95 Feet; 2) North 54°52'03" West, 6.50 Feet To Said Southeasterly Existing Right Of Way Line Of State Road No. A-1-A And A Curve To The Right, Having A Radius Of 41.00 Feet; Thence Along Said Southeasterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of 33°54'33", An Arc Distance Of 24.27 Feet And A Chord Bearing And Distance Of North 47°02'57" East, 23.91 Feet; 2) South 37°01'55" East, 4.16 Feet To A Curve To The Right, Having A Radius Of 714.58 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 03°19'31", An Arc Distance Of 41.47 Feet And A Chord Bearing And Distance Of North 54°13'46" East, 41.47 Feet To The **Point Of Beginning**.

Containing: 1,040 Square Feet, More Or Less.

Parcel Description Verified By: _____

Rhonda Robinson

Date: 04/23/2026

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000;
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other_____

Owned By: (03-BSD.05) City of St. Augustine, Florida

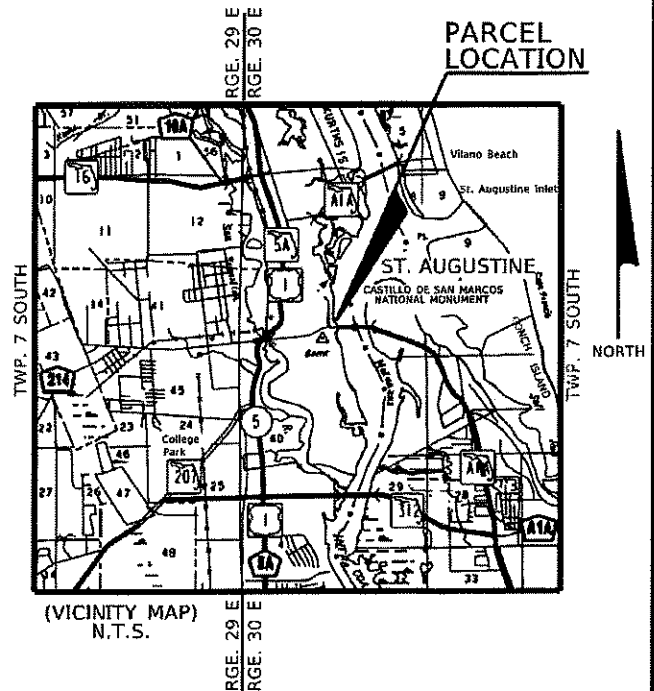
Grantor's Mailing Address: _____

SUBORDINATE INTEREST: n/a

SKETCH OF DESCRIPTION FOR PARCEL 101 TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE FEE SIMPLE PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



LEGEND

BASELINE OF SURVEY _____
 EXISTING R/W LINE _____
 RIGHT OF WAY LINE _____
 SUBDIVISION LINE _____

(100) = PARCEL BUBBLE
 Δ = NAIL AND DISK

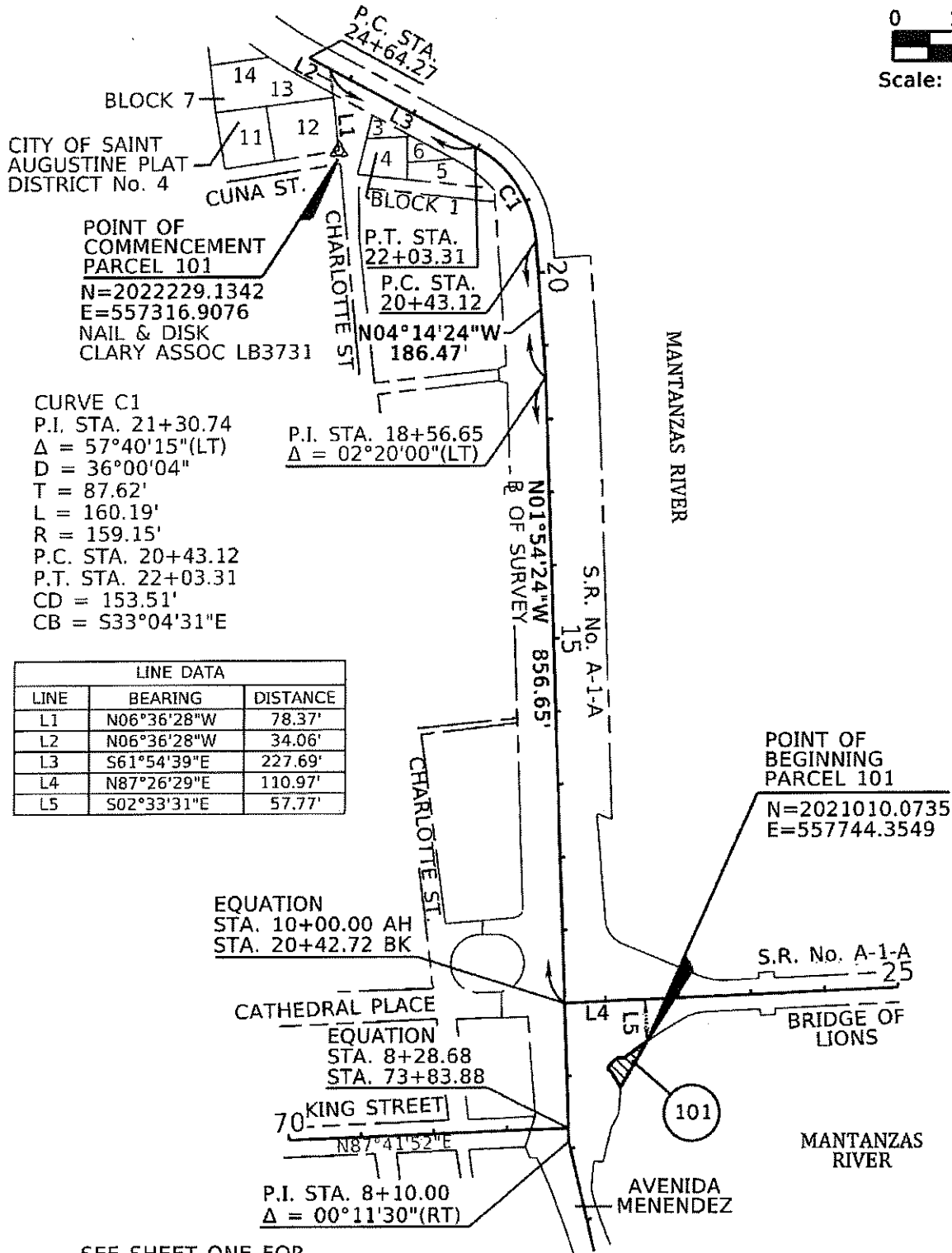
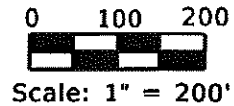
Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT
 N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 101			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
DRAWN	BY K. NECKENBURG	DATE 04/01/26	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
CHECKED	M. COLLIGAN	DATE 04/01/26	DATA SOURCE: DATABASE ORD 7804008
REVISION	BY	DATE	F.P. NO. 4308974 SECTION 78010 SHEET 1 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17



SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 101

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: DATABASE ORD 7804008
	PECKENBURG	04/01/26		
CHECKED	M. COLLIGAN	04/01/26	F.P. NO. 4308974	SECTION 78010

SHEET 2 OF 4

Scale: 1" = 50'

Page 240 of 380

Parcel 101
Description

Fee Simple

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 110.97 Feet; Thence South 02°33'31" East, A Distance Of 57.77 Feet To The Southeasterly Existing Right Of Way Line Of Said State Road No. A-1-A And To The **Point Of Beginning**; Thence South 29°45'09" West, A Distance Of 71.95 Feet To The Easterly Existing Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way); Thence Northerly Along Said Easterly Existing Right Of Way Line, The Following 2 Courses: 1) North 30°25'22" West, 24.95 Feet; 3) North 54°52'03" West, 6.50 Feet To Said Southeasterly Existing Right Of Way Line Of State Road No. A-1-A And A Curve To The Right, Having A Radius Of 41.00 Feet; Thence Along Said Southeasterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of 33°54'33", An Arc Distance Of 24.27 Feet And A Chord Bearing And Distance Of North 47°02'57" East, 23.91 Feet; (2) South 37°01'55" East, 4.16 Feet To A Curve To The Right, Having A Radius Of 714.58 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 03°19'31", An Arc Distance Of 41.47 Feet And A Chord Bearing And Distance Of North 54°13'46" East, 41.47 Feet To The **Point Of Beginning**.

Containing 1,040 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, RSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: April 21, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 101			
			STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATABASE 7804008
			DRAWN	04/01/26		
			CHECKED	04/01/26		
REVISION	BY	DATE	F.P. NO. 4308974 SECTION 78010 SHEET 4 OF 4			

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: June 8, 2026

RE: Florida Department of Transportation Intersection Improvement Project
Resolution 2026-12 Deed 100.1, 101.1
Resolution 2026-13 Temporary Easements 700.1, 701.1
Resolution 2026-14 Perpetual Easement 800.1, 801.1

The City has been contacted by the Florida Department of Transportation (FDOT) regarding a deed, temporary easements and permanent easements needed from the City of St. Augustine for the intersection improvement project located at SR 5A (A1A). These parcels are located on State Road 5A (A1A) from: Bridge of Lions to Charlotte Street. To complete the project, it will be necessary for the City to grant one (1) deed, two (2) temporary and two (2) permanent easements. The locations are listed below, and maps are attached to this memo.

RESOLUTION	TYPE	LOCATION
2026-12	City Deed	100.1, 101.1—4,862 square ft along SR A1A
2026-13	Temporary Easements	700.1, 701.1—1,700 square ft along SR A1A
2026-14	Permanent Easements	800.1, 801.1—4,297 square ft along SR A1A

Please place these Resolutions, with backup, on the June 8, 2026, agenda.

Should you have any questions, please call me.

Thank you,



Meredith Breidenstein
Assistant City Manager

Attachments

Cc: Isabelle Lopez, City Attorney
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk
Stephen Slaughter, Public Works Director
Amy Skinner, Planning & Building Director

TE.14-Date: April 27, 2026

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 700.1/701.1
SECTION NO. 78010
F.P. NO. 4308974
STATE ROAD NO. A1A (Avenida
Menendez)
COUNTY OF St. Johns

RESOLUTION 2026-13

ON MOTION of Commissioner_____,
seconded by Commissioner_____, the
following Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or
improve State Road No. A1A (Avenida Menendez), Section No. 78010, F.P. No. 4308974, in St.
Johns County, Florida; and

WHEREAS, it is necessary that certain lands now owned by The City of St. Augustine,
Florida, be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said
City to execute and deliver to the State of Florida Department of Transportation a temporary
construction easement, or easements, in favor of the State of Florida Department of
Transportation, for the purpose of safety improvements and traffic operations within the
intersection, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of St.
Augustine, Florida, that the application of the State of Florida Department of Transportation for a
temporary easement, or easements, is for transportation purposes which are in the public or

community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in City of St. Augustine, St. Johns County, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$_____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

STATE OF FLORIDA

CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners, City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 20_____.

Print Name:_____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

08-TE.13-Date: April 27, 2026

T. S. No. N/A
R/W Map Sheet No. (SKETCH)
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	700.1
SECTION NO.	78010
F.P. NO.	4308974
STATE ROAD NO.	A1A (Avenida Menendez)
COUNTY OF	St. Johns

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 20____, by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of safety improvements and traffic operations within the intersection and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. A1A (Avenida Menendez), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-one (31) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____ The City of St. Augustine, Florida
Darlene Galambos
Its City Clerk

Signed, sealed and delivered in
The presence of:

Witness: _____
Print Name: _____
Address: _____

BY: _____
Nancy Sikes-Kline, Mayor

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by Nancy Sikes-Kline, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 78010
F.P. No. 4308974

SR No. A1A (Avenida Menendez)

St. Johns County

Parcel No. 700

Temporary Construction Easement

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Lying Within The Following Described Area:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 779.70 Feet; Thence South 88°05'36" West, A Distance Of 58.24 Feet To The Westerly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 40.00 Feet And To The **Point Of Beginning**; Thence Along Said Westerly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 108°59'07", An Arc Distance Of 76.09 Feet And A Chord Bearing And Distance Of South 23°45'22" West, 65.12 Feet; Thence North 23°45'22" East, A Distance Of 65.12 Feet To The **Point Of Beginning**.

Containing: 765 Square Feet, More Or Less.

Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. n/a
R/W Map Sheet No. (SKETCH)
Tax Parcel No. n/a

Section No. 78010 SR No. A1A (Avenida Menendez) St. Johns County
F.P. No. 4308974

Parcel No. 700 Temporary Construction Easement

A temporary construction easement for the purpose of safety improvements and traffic operations within the intersection, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on adjacent State Road No. A1A (Avenida Menendez) from Charlotte St. to W End of Bridge of Lions as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Lying Within The Following Described Area:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 779.70 Feet; Thence South 88°05'36" West, A Distance Of 58.24 Feet To The Westerly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 40.00 Feet And To The **Point Of Beginning**; Thence Along Said Westerly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 108°59'07", An Arc Distance Of 76.09 Feet And A Chord Bearing And Distance Of South 23°45'22" West, 65.12 Feet; Thence North 23°45'22" East, A Distance Of 65.12 Feet To The **Point Of Beginning**.

Containing: 765 Square Feet, More Or Less.

THIS EASEMENT shall be for a period of thirty-one (31) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

Parcel Description Verified By: Rhonda Roberson

Date: 03/31/2026

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other _____

Owned By: (08-TE.13) City of St. Augustine, Florida

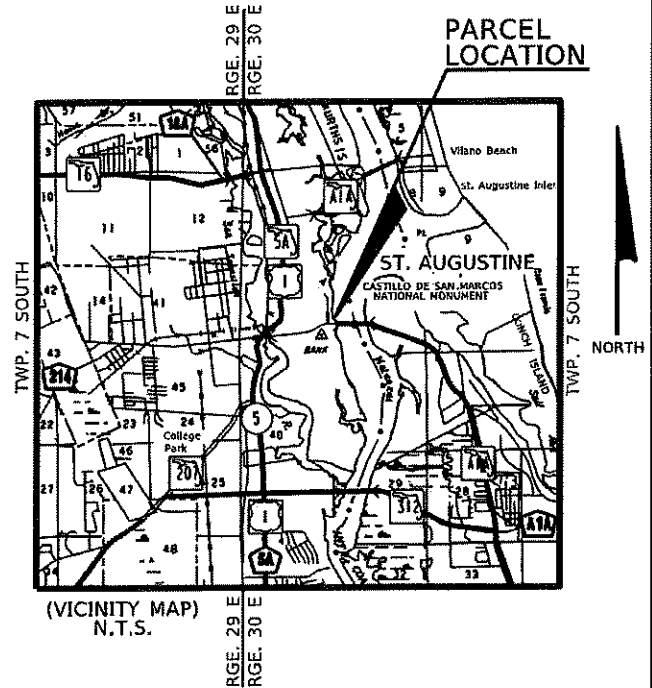
Grantor's Mailing Address: _____

SUBORDINATE INTEREST: n/a

SKETCH OF DESCRIPTION FOR PARCEL 700 TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE TEMPORARY EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



BASELINE OF SURVEY _____
 EXISTING R/W LINE _____
 TEMPORARY EASEMENT LINE _____
 SUBDIVISION LINE _____

(700) = PARCEL BUBBLE
 △ = NAIL AND DISK

LEGEND

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CL = CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT
 OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT

N.T.S. = NOT TO SCALE
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 P.T. = POINT OF TANGENCY
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 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

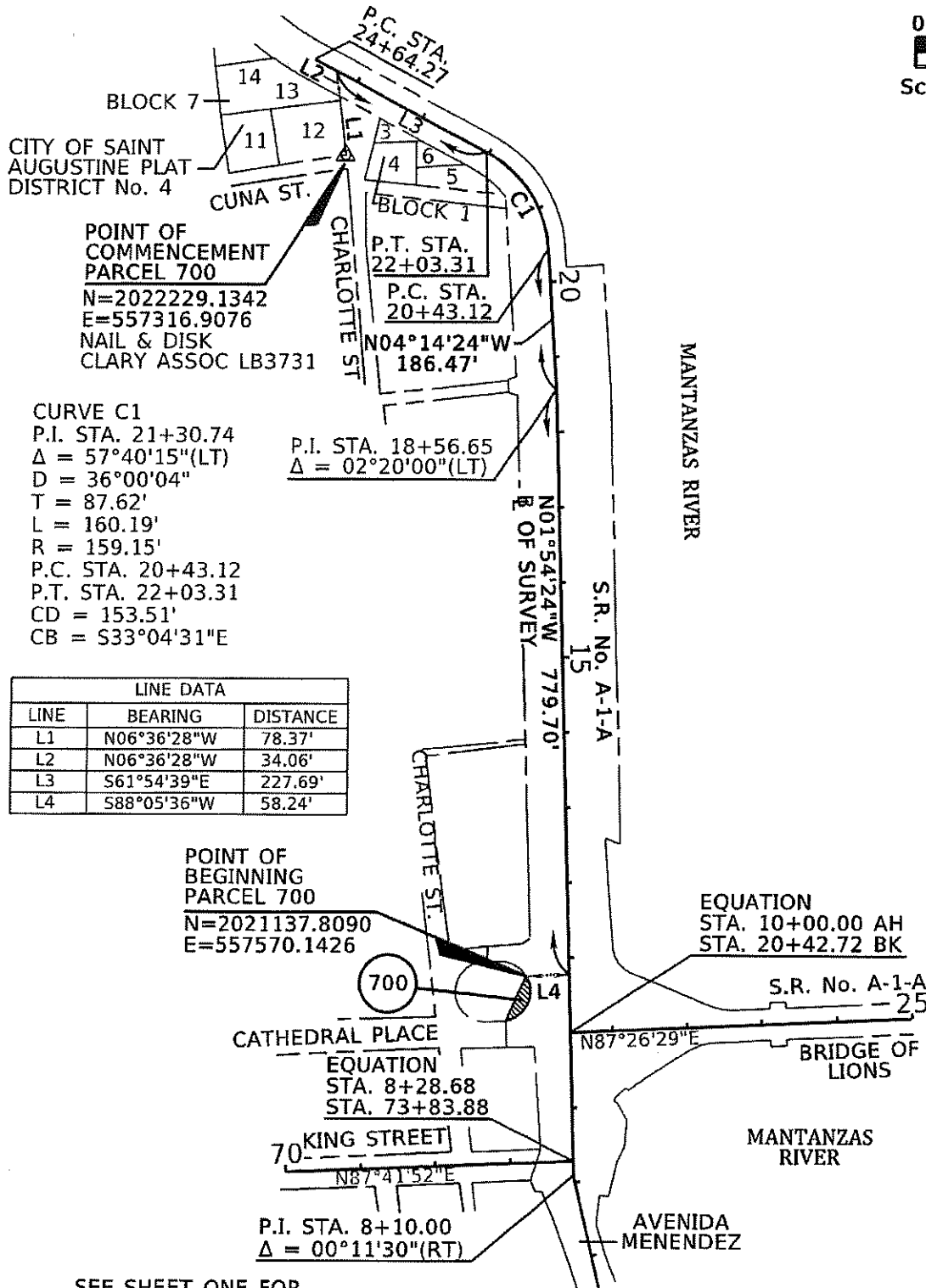
NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 700			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
	DRAWN R. MECKLENBURG	03/16/26	DATA SOURCE: DATABASE ORD 7804008
REVISION	BY	DATE	CHECKED M. COLLIGAN 03/16/26 F.P. NO. 4308974 SECTION 78010 SHEET 1 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 100 200
Scale: 1" = 200'



NOT A FIELD SURVEY

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 700

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

BY	DATE	PREPARED BY:	DATA SOURCE:
HECKLENBURG	03/15/26	CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATABASE ORD 7804008
DRAWN	CHECKED	F.P. NO. 4308974	SECTION 78010
REVISION	BY	DATE	SHEET 2 OF 4

Parcel 700
Description

Temporary Easement

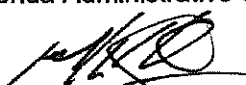
A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 779.70 Feet; Thence South 88°05'36" West, A Distance Of 58.24 Feet To The Westerly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 40.00 Feet And To The **Point Of Beginning**; Thence Along Said Westerly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 108°59'07", An Arc Distance Of 76.09 Feet And A Chord Bearing And Distance Of South 23°45'22" West, 65.12 Feet; Thence North 23°45'22" East, A Distance Of 65.12 Feet To The **Point Of Beginning**.

Containing 765 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 700		
			STATE ROAD NO. A-1-A		
			ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	03/16/26	DATA SOURCE: DATABASE 7804008
			CHECKED	03/16/26	F.P. NO. 4308974
REVISION	BY	DATE	SECTION 78010		
			SHEET 4 OF 4		

08-TE.13-Date: April 27, 2026

T. S. No. N/A
R/W Map Sheet No. (SKETCH)
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	701.1
SECTION NO.	78010
F.P. NO.	4308974
STATE ROAD NO.	A1A (Avenida Menendez)
COUNTY OF	St. Johns

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 20_____, by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of safety improvements and traffic operations within the intersection and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. A1A (Avenida Menendez), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-one (31) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____ The City of St. Augustine, Florida
Darlene Galambos
Its City Clerk

Signed, sealed and delivered in
The presence of:

Witness: _____
Print Name: _____
Address: _____

BY: _____
Nancy Sikes-Kline, Mayor

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by Nancy Sikes-Kline, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 78010
F.P. No. 4308974

SR No. A1A (Avenida Menendez)

St. Johns County

Parcel No. 701

Temporary Construction Easement

Part "A"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence South 01°54'24" East, Along Said Baseline Of Survey Of Avenida Menendez, A Distance Of 68.57 Feet; Thence South 88°05'36" West, A Distance Of 47.97 Feet To The Westerly Existing Right Of Way Line Of Said Avenida Menendez And To The **Point Of Beginning**; Thence North 38°53'51" West, A Distance Of 64.28 Feet To The Southerly Existing Right Of Way Line Of Cathedral Place (A Variable Width Right Of Way); Thence North 88°22'33" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 36.56 Feet To Said Westerly Existing Right Of Way Line Of Avenida Menendez; Thence South 04°16'27" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 51.21 Feet To The **Point Of Beginning**.

Containing: 935 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of Avenida Menendez, The Following 2 Courses: (1) South 01°54'24" East, 190.00 Feet; (2) South 13°24'24" East, 72.76 Feet; Thence North 76°35'36" East, A Distance Of 15.74 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez; Thence North 69°30'12" East, A Distance Of 5.49 Feet To The **Point Of Beginning**; Thence North 01°49'06" East, A Distance Of 33.75 Feet To A Curve To The Right, Having A Radius Of 144.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°49'02", An Arc Distance Of 4.57 Feet And A Chord Bearing And Distance Of North 02°43'37" East, 4.57 Feet To Said Easterly Existing Right Of Way Line Of Avenida Menendez; Thence South 86°45'54" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 9.00 Feet To A Curve To The Left, Having A Radius Of 135.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°59'31", An Arc Distance Of 4.69 Feet And A Chord Bearing And Distance Of South 02°39'59" West, 4.69 Feet To A Curve To The Left, Having A Radius Of 185.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°56'37", An Arc Distance Of 28.88 Feet And A Chord Bearing And Distance Of South 02°48'05" East, 28.85 Feet; Thence South 69°30'12" West, A Distance Of 12.24 Feet To The **Point Of Beginning**.

Containing: 351 Square Feet, More Or Less.

Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. n/a
R/W Map Sheet No. (SKETCH)
Tax Parcel No. n/a

Section No. 78010 SR No. A1A (Avenida Menendez) St. Johns County
F.P. No. 4308974

Parcel No. 701

Temporary Construction Easement

A temporary construction easement for the purpose of safety improvements and traffic operations within the intersection, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on adjacent State Road No. A1A (Avenida Menendez) from Charlotte St. to W End of Bridge of Lions as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

Part "A"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence South 01°54'24" East, Along Said Baseline Of Survey Of Avenida Menendez, A Distance Of 68.57 Feet; Thence South 88°05'36" West, A Distance Of 47.97 Feet To The Westerly Existing Right Of Way Line Of Said Avenida Menendez And To The **Point Of Beginning**; Thence North 38°53'51" West, A Distance Of 64.28 Feet To The Southerly Existing Right Of Way Line Of Cathedral Place (A Variable Width Right Of Way); Thence North 88°22'33" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 36.56 Feet To Said Westerly Existing Right Of Way Line Of Avenida Menendez; Thence South 04°16'27" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 51.21 Feet To The **Point Of Beginning**.

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ALSO:

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Containing: 351 Square Feet, More Or Less.

THIS EASEMENT shall be for a period of thirty-one (31) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

Parcel Description Verified By: _____

Rhonda Roberson

Date: 03/31/2026

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other_____

Owned By: (08-TE.13) City of St. Augustine, Florida

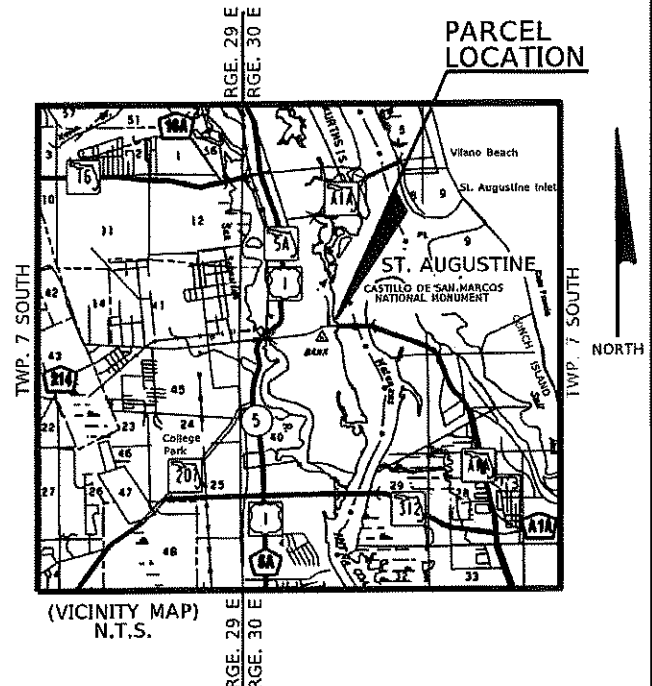
Grantor's Mailing Address: _____

SUBORDINATE INTEREST: n/a

SKETCH OF DESCRIPTION FOR PARCEL 701A TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE TEMPORARY EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



LEGEND

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CL = CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT

N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

BASELINE OF SURVEY _____
 EXISTING R/W LINE _____
 TEMPORARY EASEMENT LINE _____
 SUBDIVISION LINE _____

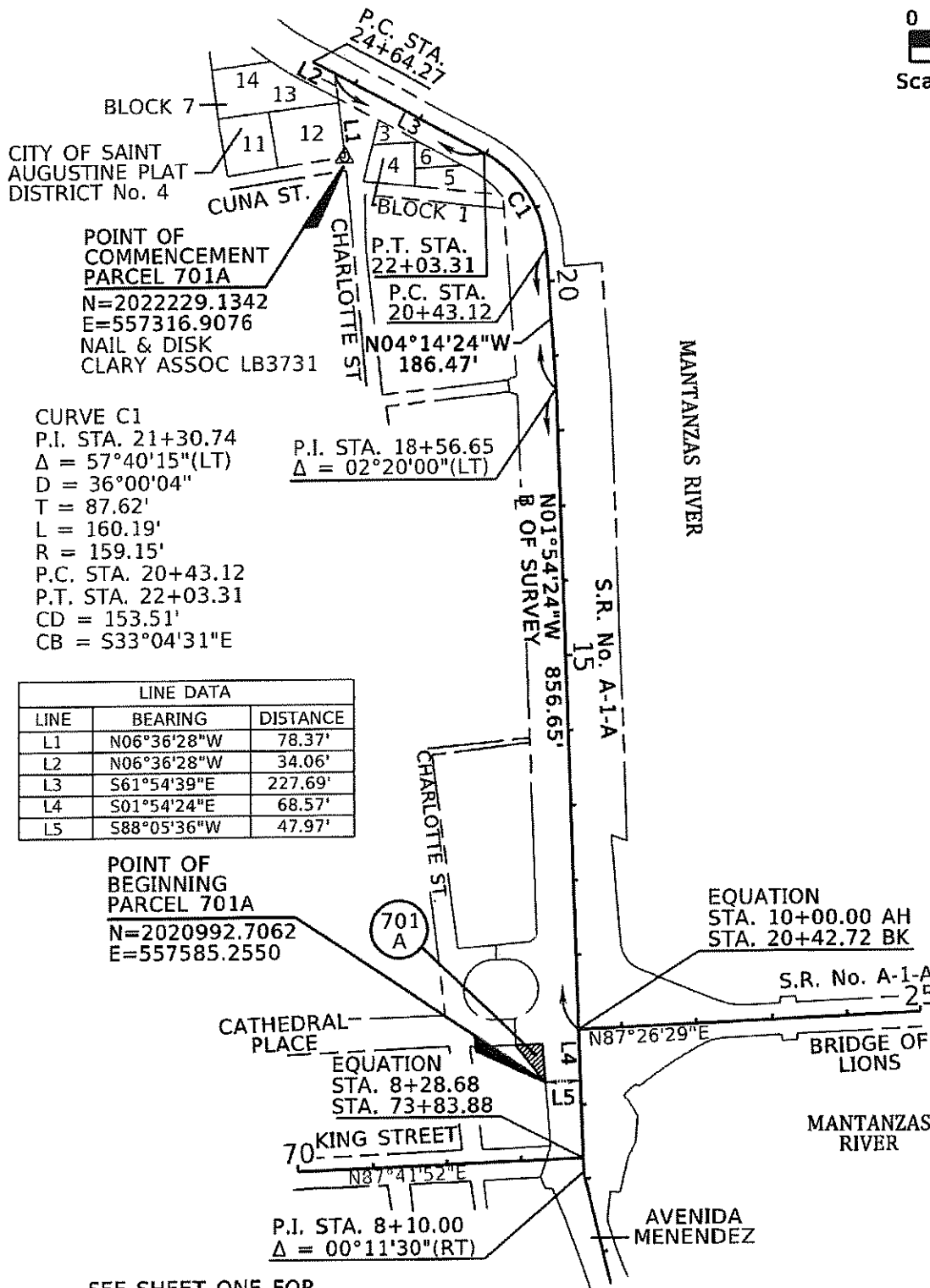
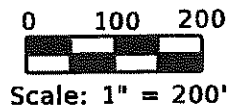
(700) = PARCEL BUBBLE
 △ = NAIL AND DISK

NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 701A			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
DRAWN	L. HECKLENBURG	03/16/26	DATA SOURCE: DATABASE ORD 7804008
CHECKED	M. COLLIGAN	03/16/26	F.P. NO. 4308974 SECTION 78010 SHEET 1 OF 4
REVISION	BY	DATE	

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17



CURVE C1
P.I. STA. 21+30.74
 $\Delta = 57^{\circ}40'15''$ (LT)
 $D = 36^{\circ}00'04''$
 $T = 87.62'$
 $L = 160.19'$
 $R = 159.15'$
P.C. STA. 20+43.12
P.T. STA. 22+03.31
 $CD = 153.51'$
 $CB = S33^{\circ}04'31''E$

LINE DATA		
LINE	BEARING	DISTANCE
L1	N06°36'28"W	78.37'
L2	N06°36'28"W	34.06'
L3	S61°54'39"E	227.69'
L4	S01°54'24"E	68.57'
L5	S88°05'36"W	47.97'

POINT OF BEGINNING
PARCEL 701A
 $N = 2020992.7062$
 $E = 557585.2550$

EQUATION
STA. 10+00.00 AH
STA. 20+42.72 BK

S.R. No. A-1-A
— 25

CATHEDRAL PLACE
EQUATION
STA. 8+28.68
STA. 73+83.88
KING STREET
 $N87^{\circ}41'52''E$
P.I. STA. 8+10.00
 $\Delta = 00^{\circ}11'30''$ (RT)

AVENIDA MENENDEZ

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

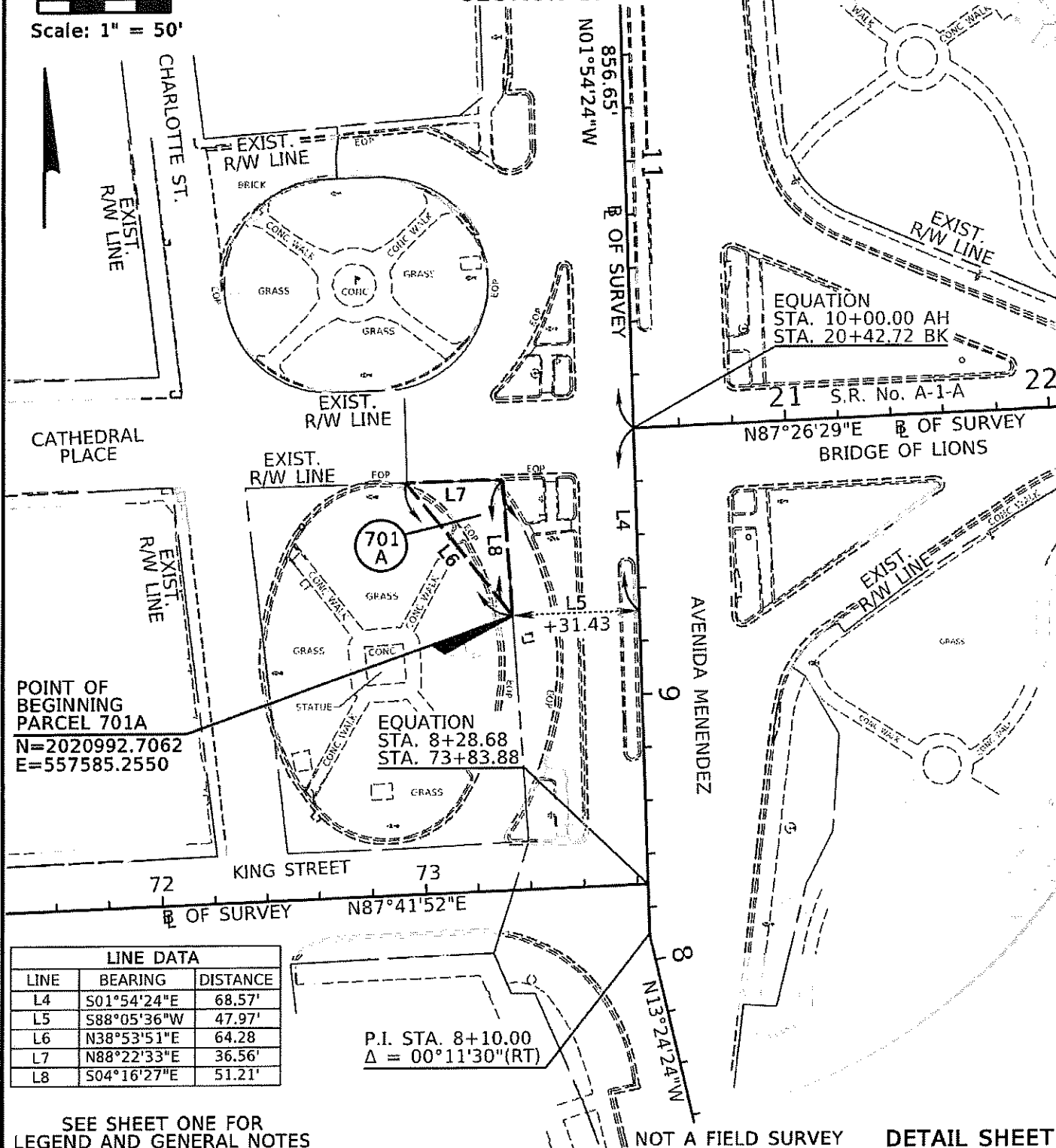
NOT A FIELD SURVEY

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 701A				STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
				PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257		DATA SOURCE: DATABASE ORD 7804008	
REVISION	BY	DATE	CHECKED	DATE	F.P. NO. 4308974	SECTION 78010	SHEET 2 OF 4
			HECKLENBURG	03/16/26			
			M. COLLIGAN	03/16/26			

0 25 50
Scale: 1" = 50'

TOWNSHIP 7 SOUTH, RANGE 30 EAST
SECTION 17



LINE DATA		
LINE	BEARING	DISTANCE
L4	S01°54'24"E	68.57'
L5	S88°05'36"W	47.97'
L6	N38°53'51"E	64.28
L7	N88°22'33"E	36.56'
L8	S04°16'27"E	51.21'

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 701A

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 701A				
			STATE ROAD NO. A-1-A				ST. JOHNS COUNTY
				BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: DATABASE ORD 7804008
			DRAWN	R. MECKLENBURG	03/16/26		
REVISION	BY	DATE	CHECKED	M. COLLIGAN	03/16/26	F.P. NO. 4308974	SECTION 78010
						SHEET 3 OF 4	

Parcel 701A
Description

Temporary Easement

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence South 01°54'24" East, Along Said Baseline Of Survey Of Avenida Menendez, A Distance Of 68.57 Feet; Thence South 88°05'36" West, A Distance Of 47.97 Feet To The Westerly Existing Right Of Way Line Of Said Avenida Menendez And To The **Point Of Beginning**; Thence North 38°53'51" West, A Distance Of 64.28 Feet To The Southerly Existing Right Of Way Line Of Cathedral Place (A Variable Width Right Of Way As Now Established); Thence North 88°22'33" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 36.56 Feet To Said Westerly Existing Right Of Way Line Of Avenida Menendez; Thence South 04°16'27" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 51.21 Feet To The **Point Of Beginning**.

Containing 935 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.



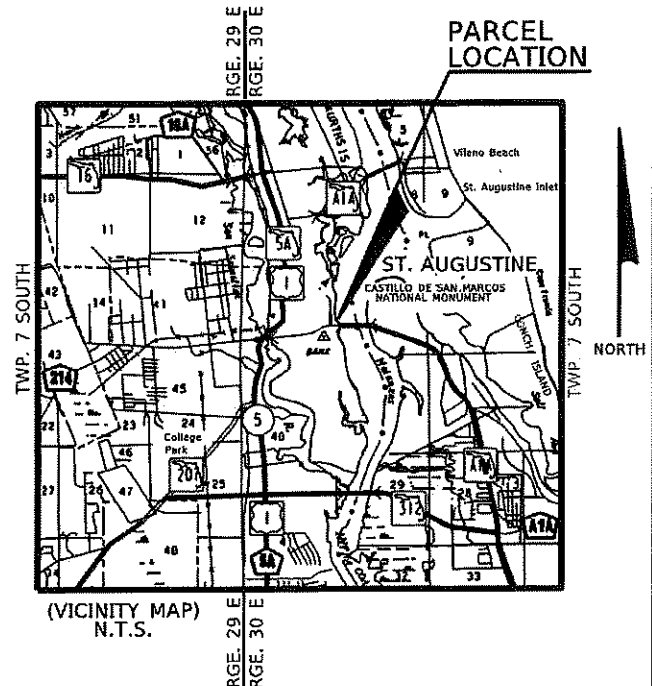
Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY			SEE SHEET 1 FOR GENERAL NOTES AND LEGEND		
			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 701A		
			STATE ROAD NO. A-1-A ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3733 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	HECKLENBURG	03/16/26
			CHECKED	M. COLLIGAN	03/16/26
REVISION			BY	DATE	F.P. NO. 4308974 SECTION 78010 SHEET 4 OF 4

SKETCH OF DESCRIPTION FOR PARCEL 701B TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE TEMPORARY EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



BASELINE OF SURVEY _____
 EXISTING R/W LINE _____
 TEMPORARY EASEMENT LINE _____
 SUBDIVISION LINE _____

700 = PARCEL BUBBLE
 △ = NAIL AND DISK

LEGEND

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CL = CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT
 OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT

N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 701B			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
DRAWN	BY MECKLENBURG	DATE 03/16/26	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
REVISION	BY	DATE	DATA SOURCE: DATABASE ORD 7804008
CHECKED	M. COLLIGAN	03/16/26	F.P. NO. 4308974 SECTION 78010 SHEET 1 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 100 200

Scale: 1" = 200'

CITY OF SAINT
AUGUSTINE PLAT
DISTRICT No. 4

BLOCK 7

POINT OF
COMMENCEMENT
PARCEL 701B

N=2022229.1342

E=557316.9076

NAIL & DISK

CLARY ASSOC LB3731

CURVE C1

P.I. STA. 21+30.74

$\Delta = 57^{\circ}40'15''$ (LT)

D = 36'00'04"

T = 87.62'

L = 160.19'

R = 159.15'

P.C. STA. 20+43.12

P.T. STA. 22+03.31

CD = 153.51'

CB = S33°04'31"E

P.I. STA. 18+56.65

$\Delta = 02^{\circ}20'00''$ (LT)

N01°54'24"W
R OF SURVEY
856.65'

S.R. No. A-1-A

MANTANZAS RIVER

CHARLOTTE ST.

EQUATION
STA. 10+00.00 AH
STA. 20+42.72 BK

CATHEDRAL PLACE
EQUATION
STA. 8+28.68
STA. 73+83.88

KING STREET
N87°41'52"E

P.I. STA. 8+10.00
 $\Delta = 00^{\circ}11'30''$ (RT)

AVENIDA
MENENDEZ

S.R. No. A-1-A

BRIDGE OF
LIONS

MANTANZAS
RIVER

POINT OF
BEGINNING
PARCEL 701B

N=2020807.7339

E=557674.5550

NOT A FIELD SURVEY

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 701B

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN BY
HECKLENBURG
CHECKED BY
M. COLLIGAN

DATE
03/16/26
03/16/26

PREPARED BY:
CLARY & ASSOCIATES, INC. L.B. 3731
3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257

DATA SOURCE:
DATABASE ORD 7804008

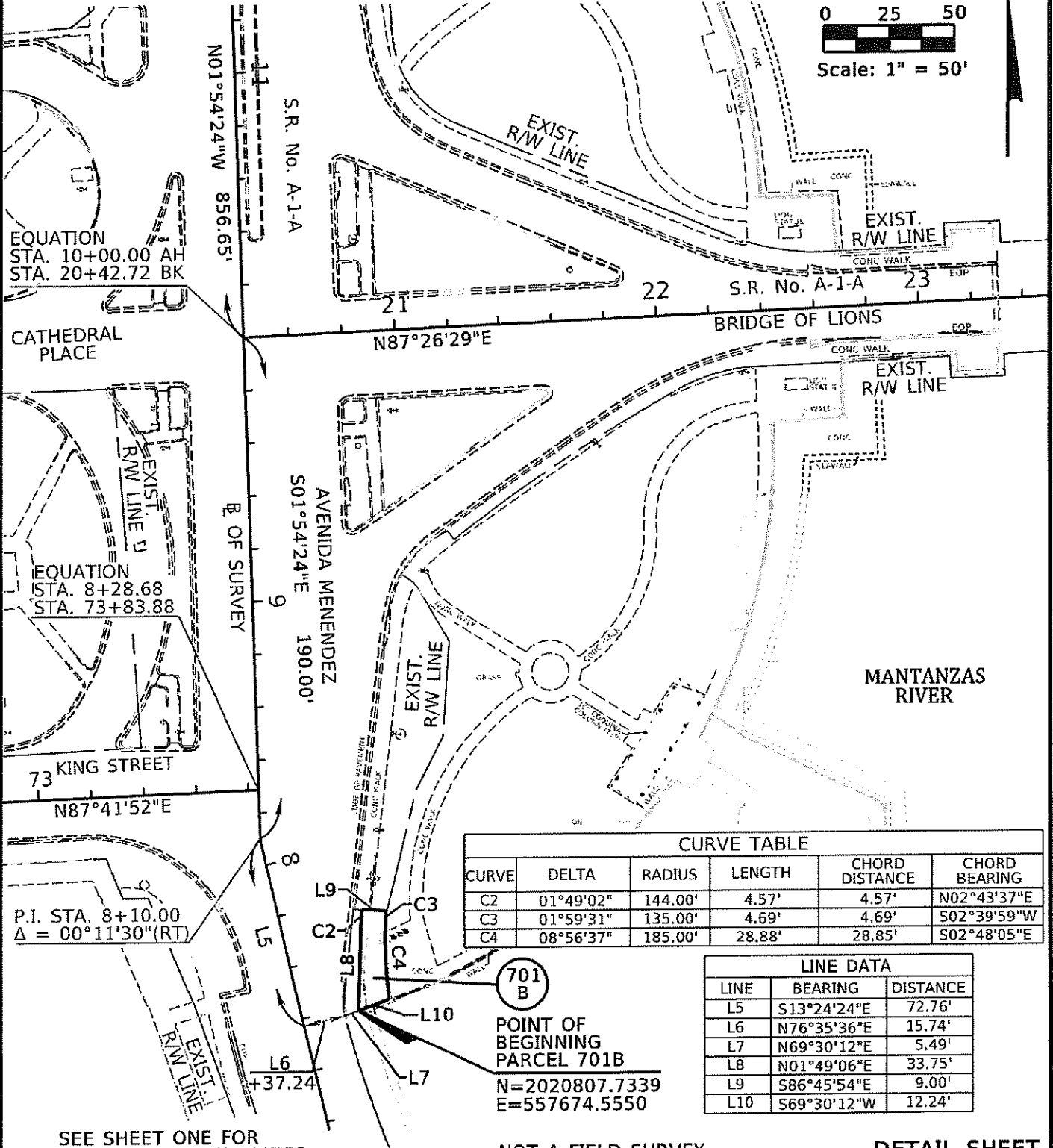
F.P. NO. 4308974

SECTION 78010

SHEET 2 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 25 50
Scale: 1" = 50'



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C2	01°49'02"	144.00'	4.57'	4.57'	N02°43'37"E
C3	01°59'31"	135.00'	4.69'	4.69'	S02°39'59"W
C4	08°56'37"	185.00'	28.88'	28.85'	S02°48'05"E

LINE DATA		
LINE	BEARING	DISTANCE
L5	S13°24'24"E	72.76'
L6	N76°35'36"E	15.74'
L7	N69°30'12"E	5.49'
L8	N01°49'06"E	33.75'
L9	S86°45'54"E	9.00'
L10	S69°30'12"W	12.24'

POINT OF BEGINNING
PARCEL 701B
N=2020807.7339
E=557674.5550

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

DETAIL SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 701B

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN BY HECKLENBURG
CHECKED BY M. COLLIGAN
DATE 03/16/26

PREPARED BY:
CLARY & ASSOCIATES, INC. L.B. 3733
3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257

DATA SOURCE:
DATABASE ORD 7804008

F.P. NO. 4308974

SECTION 78010

SHEET 3 OF 4

Parcel 701B
Description

Temporary Easement

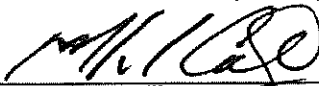
A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of Avenida Menendez, The Following 2 Courses: (1) South 01°54'24" East, 190.00 Feet; (2) South 13°24'24" East, 72.76 Feet; Thence North 76°35'36" East, A Distance Of 15.74 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez; Thence North 69°30'12" East, A Distance Of 5.49 Feet To The **Point Of Beginning**; Thence North 01°49'06" East, A Distance Of 33.75 Feet To A Curve To The Right, Having A Radius Of 144.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°49'02", An Arc Distance Of 4.57 Feet And A Chord Bearing And Distance Of North 02°43'37" East, 4.57 Feet To Said Easterly Existing Right Of Way Line Of Avenida Menendez; Thence South 86°45'54" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 9.00 Feet To A Curve To The Left, Having A Radius Of 135.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°59'31", An Arc Distance Of 4.69 Feet And A Chord Bearing And Distance Of South 02°39'59" West, 4.69 Feet To A Curve To The Left, Having A Radius Of 185.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°56'37", An Arc Distance Of 28.88 Feet And A Chord Bearing And Distance Of South 02°48'05" East, 28.85 Feet; Thence South 69°30'12" West, A Distance Of 12.24 Feet To The **Point Of Beginning**.

Containing 351 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 701B			
			STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATABASE 7804008
			DRAWN	R. MECKLENBURG	03/16/26	
			CHECKED	M. COLLIGAN	03/16/26	
REVISION	BY	DATE	F.P. NO. 4308974		SECTION 78010	SHEET 4 OF 4

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: June 8, 2026

RE: Florida Department of Transportation Intersection Improvement Project
Resolution 2026-12 Deed 100.1, 101.1
Resolution 2026-13 Temporary Easements 700.1, 701.1
Resolution 2026-14 Perpetual Easement 800.1, 801.1

The City has been contacted by the Florida Department of Transportation (FDOT) regarding a deed, temporary easements and permanent easements needed from the City of St. Augustine for the intersection improvement project located at SR 5A (A1A). These parcels are located on State Road 5A (A1A) from: Bridge of Lions to Charlotte Street. To complete the project, it will be necessary for the City to grant one (1) deed, two (2) temporary and two (2) permanent easements. The locations are listed below, and maps are attached to this memo.

RESOLUTION	TYPE	LOCATION
2026-12	City Deed	100.1, 101.1—4,862 square ft along SR A1A
2026-13	Temporary Easements	700.1, 701.1—1,700 square ft along SR A1A
2026-14	Permanent Easements	800.1, 801.1—4,297 square ft along SR A1A

Please place these Resolutions, with backup, on the June 8, 2026, agenda.

Should you have any questions, please call me.

Thank you,



Meredith Breidenstein
Assistant City Manager

Attachments

Cc: Isabelle Lopez, City Attorney
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk
Stephen Slaughter, Public Works Director
Amy Skinner, Planning & Building Director

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 800.1/801.1
SECTION NO. 78010
F.P. NO. 4308974
STATE ROAD NO. A1A (Avenida
Menendez)
COUNTY OF St. Johns

RESOLUTION 2026-14

ON MOTION of Commissioner _____,
seconded by Commissioner _____, the following
Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or
improve State Road No.A1A (Avenida Menendez), Section No. 78010, F.P. No. 4308974 in St.
Johns County, Florida; and

WHEREAS, it is necessary that an easement across certain lands now owned by City of St.
Augustine, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said
City to execute and deliver to the State of Florida Department of Transportation a perpetual
easement, or easements, in favor of the State of Florida Department of Transportation for the
purpose of constructing and maintaining signals and associated signal items, conduit, pull boxes,
lighting poles and foundations and associated lighting items and sidewalk located within the
easement, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of St.
Augustine, Florida, that the application of the State of Florida Department of Transportation for a
perpetual easement, or easements, is for transportation purposes which are in the public or
community interest and for public welfare; that a perpetual easement, or easements, in favor of the
State of Florida Department of Transportation in City of St. Augustine, Florida, should be drawn and

executed by this Board of City Commissioners. Consideration shall be
\$_____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith
to the State of Florida Department of Transportation at Lake City, Florida.

Print Name: _____
Chairperson or (Vice Chairperson)
Board of City Commissioners
City of St. Augustine, Florida

STATE OF FLORIDA

CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board
of City Commissioners of City of St. Augustine, Florida, at a meeting held on the _____ day of
_____, 20_____.

Print Name: _____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

07-PE.13-Date: April 27, 2026

T. S. No. N/A
R/W Map Sheet No. (SKETCH)
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	800.1
SECTION NO.	78010
F.P. NO.	4308974
STATE ROAD NO.	A1A (Avenida Menendez)
COUNTY OF	St. Johns

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 20_____,
by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box
210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, to the STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-
5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)
and other valuable considerations paid, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement
for the purpose of constructing and maintaining signals and associated signal items, conduit, pull
boxes, lighting poles and foundations and associated lighting items and sidewalk located within the
easement, in, over, under, upon and through the following described land in St. Johns County,
Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its
name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above
written.

ATTEST: _____
Darlene Galambos
Its City Clerk

The City of St. Augustine, Florida

Signed, sealed and delivered in
The presence of:

Witness: _____
Print Name: _____
Address: _____

BY: _____
Nancy Sikes-Kline, Mayor

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20_____, by Nancy Sikes-
Kline, Mayor, ☐ who is personally known to me or ☐ who has produced _____
as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 78010
F.P. No. 4308974

SR No. A1A (Avenida Menendez)

St. Johns County

Parcel No. 800

Perpetual Easement

Part "A"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 650.69 Feet; Thence North 88°05'36" East, A Distance Of 55.21 Feet To The Easterly Existing Right Of Way Line Of Said State Road No. A-1-A And To The **Point Of Beginning**; Thence North 04°48'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 22.21 Feet; Thence North 88°05'36" East, A Distance Of 18.11 Feet; Thence South 01°54'24" East, A Distance Of 25.06 Feet; Thence South 69°11'36" West, A Distance Of 4.45 Feet To A Curve To The Left, Having A Radius Of 80.50 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 20°27'48", An Arc Distance Of 28.75 Feet And A Chord Bearing And Distance Of South 24°20'43" East, 28.60 Feet; Thence South 53°01'32" West, A Distance Of 4.00 Feet To A Curve To The Left, Having A Radius Of 84.39 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°11'45", An Arc Distance Of 7.65 Feet And A Chord Bearing And Distance Of South 37°16'41" East, 7.65 Feet To A Curve To The Left, Having A Radius Of 102.16 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°06'22", An Arc Distance Of 3.76 Feet And A Chord Bearing And Distance Of South 39°55'51" East, 3.76 Feet; Thence South 49°00'07" West, A Distance Of 4.93 Feet; Thence South 28°02'33" East, A Distance Of 35.74 Feet; Thence North 54°45'09" East, A Distance Of 7.63 Feet; Thence South 35°11'54" East, A Distance Of 9.04 Feet; Thence South 55°01'09" West, A Distance Of 6.75 Feet; Thence South 28°02'33" East, A Distance Of 13.30 Feet To A Curve To The Left, Having A Radius Of 190.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 19°39'53", An Arc Distance Of 65.21 Feet And A Chord Bearing And Distance Of South 37°52'29" East, 64.89 Feet To A Curve To The Left, Having A Radius Of 120.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 14°07'25", An Arc Distance Of 29.58 Feet And A Chord Bearing And Distance Of South 55°33'28" East, 29.51 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A; Thence North 67°36'57" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 22.42 Feet To A Curve To The Right, Having A Radius Of 124.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°45'00", An Arc Distance Of 12.44 Feet And A Chord Bearing And Distance Of North 49°19'03" West, 12.44 Feet To A Curve To The Right, Having A Radius Of

194.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°24'00", An Arc Distance Of 62.30 Feet And A Chord Bearing And Distance Of North 37°14'33" West, 62.03 Feet; Thence North 28°02'33" West, A Distance Of 89.40 Feet; Thence North 26°15'15" West, A Distance Of 8.57 Feet To A Curve To The Right, Having A Radius Of 244.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°33'47", An Arc Distance Of 10.92 Feet And A Chord Bearing And Distance Of North 24°04'41" West, 10.91 Feet To The **Point Of Beginning**.

Containing: 1,352 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 204.64 Feet; Thence North 02°33'31" West, A Distance Of 23.06 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 90.00 Feet And To The **Point Of Beginning**; Thence Along Said Northerly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 12°22'25", An Arc Distance Of 19.44 Feet And A Chord Bearing And Distance Of North 74°04'34" West, 19.40 Feet; Thence North 02°34'07" West, A Distance Of 12.96 Feet; Thence North 88°30'12" East, A Distance Of 18.62 Feet; Thence South 01°54'24" East, A Distance Of 18.77 Feet And To The **Point Of Beginning**.

Containing: 301 Square Feet, More Or Less.

Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. n/a
R/W Map Sheet No. (SKETCH)
Tax Parcel No. n/a

<u>Section No. 78010</u>	<u>SR No. A1A (Avenida Menendez)</u>	<u>St. Johns County</u>
<u>F.P. No. 4308974</u>		

Parcel No. 800

Perpetual Easement

A perpetual easement for the purpose of constructing and maintaining signals and associated signal items, conduit, pull boxes, lighting poles and foundations and associated lighting items and sidewalk located within the easement, in, over, under, upon and through the following described land in St. Johns County, Florida, to wit:

Part "A"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 650.69 Feet; Thence North 88°05'36" East, A Distance Of 55.21 Feet To The Easterly Existing Right Of Way Line Of Said State Road No. A-1-A And To The **Point Of Beginning**; Thence North 04°48'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 22.21 Feet; Thence North 88°05'36" East, A Distance Of 18.11 Feet; Thence South 01°54'24" East, A Distance Of 25.06 Feet; Thence South 69°11'36" West, A Distance Of 4.45 Feet To A Curve To The Left, Having A Radius Of 80.50 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 20°27'48", An Arc Distance Of 28.75 Feet And A Chord Bearing And Distance Of South 24°20'43" East, 28.60 Feet; Thence South 53°01'32" West, A Distance Of 4.00 Feet To A Curve To The Left, Having A Radius Of 84.39 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°11'45", An Arc Distance Of 7.65 Feet And A Chord Bearing And Distance Of South 37°16'41" East, 7.65 Feet To A Curve To The Left, Having A Radius Of 102.16 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°06'22", An Arc Distance Of 3.76 Feet And A Chord Bearing And Distance Of South 39°55'51" East, 3.76 Feet; Thence South 49°00'07" West, A Distance Of 4.93 Feet; Thence South 28°02'33" East, A Distance Of 35.74 Feet; Thence North 54°45'09" East, A Distance Of 7.63 Feet; Thence South 35°11'54" East, A Distance Of 9.04 Feet; Thence South 55°01'09" West, A Distance Of 6.75 Feet; Thence South 28°02'33" East, A Distance Of 13.30 Feet To A Curve To The Left, Having A Radius Of 190.00 Feet; Thence

Along The Arc Of Said Curve, Through An Angle Of 19°39'53", An Arc Distance Of 65.21 Feet And A Chord Bearing And Distance Of South 37°52'29" East, 64.89 Feet To A Curve To The Left, Having A Radius Of 120.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 14°07'25", An Arc Distance Of 29.58 Feet And A Chord Bearing And Distance Of South 55°33'28" East, 29.51 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A; Thence North 67°36'57" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 22.42 Feet To A Curve To The Right, Having A Radius Of 124.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°45'00", An Arc Distance Of 12.44 Feet And A Chord Bearing And Distance Of North 49°19'03" West, 12.44 Feet To A Curve To The Right, Having A Radius Of 194.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°24'00", An Arc Distance Of 62.30 Feet And A Chord Bearing And Distance Of North 37°14'33" West, 62.03 Feet; Thence North 28°02'33" West, A Distance Of 89.40 Feet; Thence North 26°15'15" West, A Distance Of 8.57 Feet To A Curve To The Right, Having A Radius Of 244.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°33'47", An Arc Distance Of 10.92 Feet And A Chord Bearing And Distance Of North 24°04'41" West, 10.91 Feet To The **Point Of Beginning**.

Containing: 1,352 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 204.64 Feet; Thence North 02°33'31" West, A Distance Of 23.06 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 90.00 Feet And To The **Point Of Beginning**; Thence Along Said Northerly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 12°22'25", An Arc Distance Of 19.44 Feet And A Chord Bearing And Distance Of North 74°04'34" West, 19.40 Feet; Thence North 02°34'07" West, A Distance Of 12.96 Feet; Thence North 88°30'12" East, A Distance Of 18.62 Feet; Thence South 01°54'24" East, A Distance Of 18.77 Feet And To The **Point Of Beginning**.

Containing: 301 Square Feet, More Or Less.

Parcel Description Verified By: Rhonda Robinson

Date: 03/31/2026

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other_____

OWNED BY: (07-PE.13) City of St. Augustine, Florida

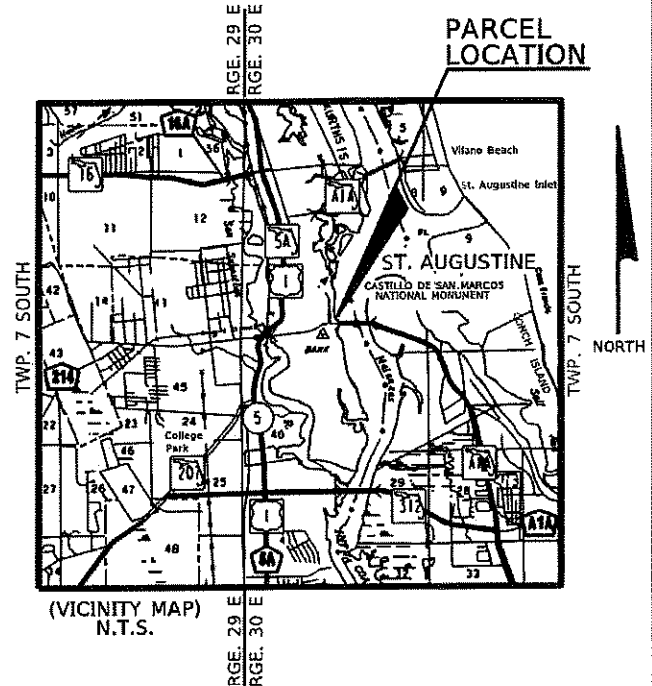
Grantor's Mailing Address: _____

SUBORDINATE INTEREST: n/a

SKETCH OF DESCRIPTION FOR PARCEL 800A TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PERPETUAL EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



LEGEND

BASELINE OF SURVEY _____
EXISTING R/W LINE - - - - -
PERPETUAL EASEMENT LINE - - - - -
SUBDIVISION LINE _____

⊙ = PARCEL BUBBLE
△ = NAIL AND DISK

Δ = DELTA
AH = AHEAD
ASPH = ASPHALT
ASSOC = ASSOCIATES
BK = BACK
B = BASELINE
CL = CONTROL LINE
CONC = CONCRETE
CB = CHORD BEARING
CH = CHORD
CD = CHORD DISTANCE
D = DEGREE OF CURVE
E = EASTING/EAST
EXIST. = EXISTING
EOP = EDGE OF PAVEMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P. = FINANCIAL PROJECT
ID. = IDENTIFICATION
L = LENGTH
LB = LICENSED BUSINESS
LT. = LEFT

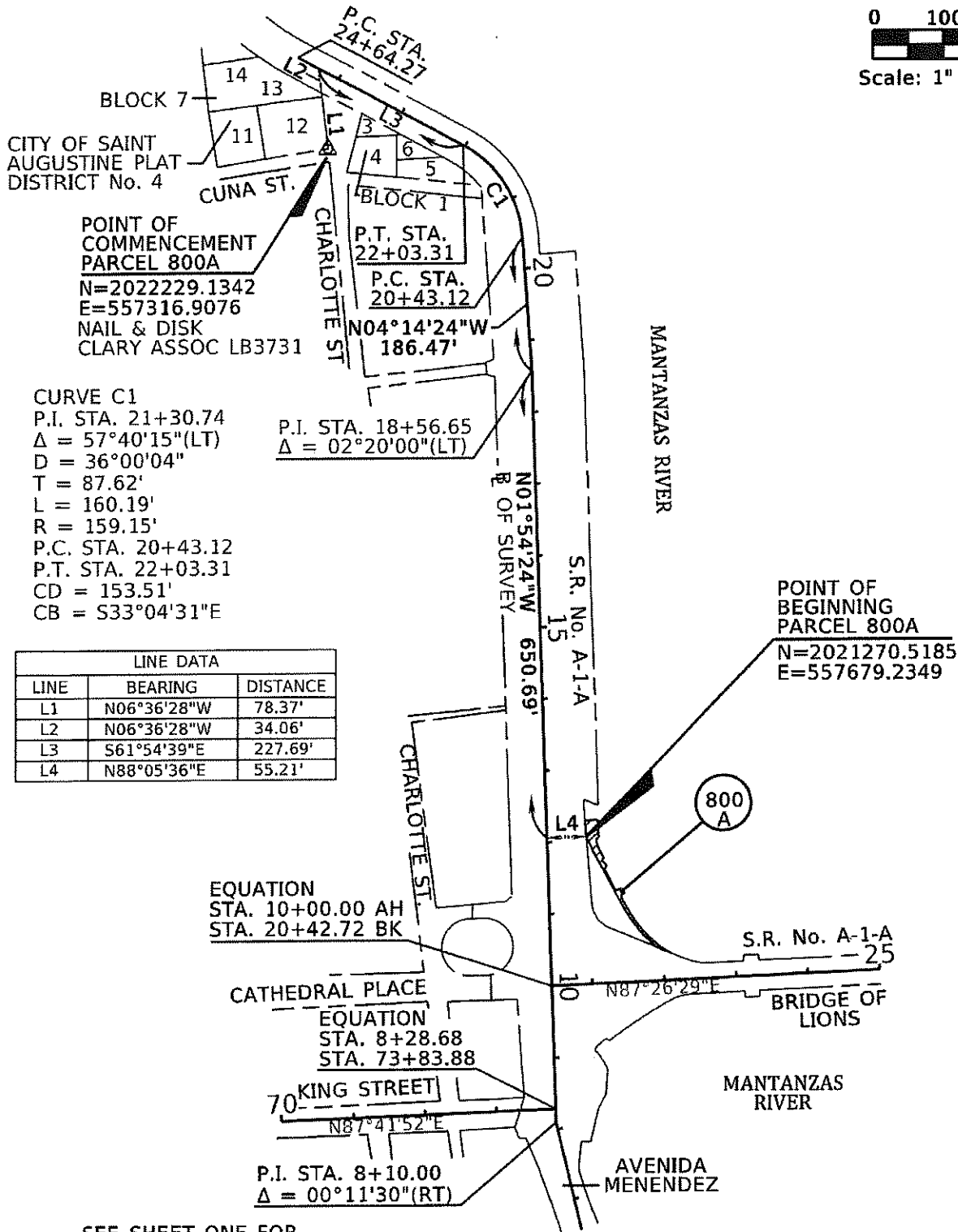
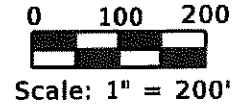
N.T.S. = NOT TO SCALE
No. = NUMBER
N = NORTHING/NORTH
P.C. = POINT OF CURVATURE
PG. = PAGE
PGS = PAGES
P.I. = POINT OF INTERSECTION
P.T. = POINT OF TANGENCY
R = RADIUS
RT = RIGHT
R/W = RIGHT OF WAY
RGE. = RANGE
S = SOUTH
STA. = STATION
S.R. = STATE ROAD
ST. = STREET
T = TANGENT
TWP. = TOWNSHIP
(TYP) = TYPICAL
W = WEST

NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 800A			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
DRAWN MECKLENBURG	BY M. COLLIGAN	DATE 03/16/26	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
CHECKED M. COLLIGAN		DATE 03/16/26	DATA SOURCE: DATABASE ORD 7804008
REVISION		BY	DATE
F.P. NO. 4308974		SECTION 78010	SHEET 1 OF 6

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17



SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 800A

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: DATABASE ORD 7804008
CHECKED	M. COLLIGAN	03/16/26	F.P. NO. 4308974	SECTION 78010

SHEET 2 OF 6

0 25 50
Scale: 1" = 50'

POINT OF
BEGINNING
PARCEL 800A
N=2021270.5185
E=557679.2349

EQUATION
STA. 10+00.00 AH
STA. 20+42.72 BK

CATHEDRAL
PLACE

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

DETAIL SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 800A

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

	BY	DATE
DRAWN	M. MECKLENBURG	03/16/26
CHECKED	M. COLLIGAN	03/16/26

PREPARED BY:
CLARY & ASSOCIATES, INC. LB. 3731
3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257

DATA SOURCE:
DATABASE ORD 7804008

F.P. NO. 4308974

SECTION 78010

SHEET 3 OF 6

LINE DATA		
LINE	BEARING	DISTANCE
L4	N88°05'36"E	55.21'
L5	N04°48'07"W	22.21'
L6	N88°05'36"E	18.11'
L7	S01°54'24"E	25.06'
L8	S69°11'36"W	4.45'
L9	S53°01'32"W	4.00'
L10	S49°00'07"W	4.93'
L11	S28°02'33"E	35.74'
L12	N54°45'09"E	7.63'
L13	S35°11'54"E	9.04'
L14	S55°01'09"W	6.75'
L15	S28°02'33"E	13.30'
L16	N67°36'57"W	22.42'
L17	N28°02'33"W	89.40'
L18	N26°15'15"W	8.57'
L19	N67°36'57"W	70.02'
L20	N04°48'07"W	94.08'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C2	20°27'48"	80.50'	28.75'	28.60'	S24°20'43"E
C3	05°11'45"	84.39'	7.65'	7.65'	S37°16'41"E
C4	02°06'22"	102.16'	3.76'	3.76'	S39°55'51"E
C5	19°39'53"	190.00'	65.21'	64.89'	S37°52'29"E
C6	14°07'25"	120.00'	29.58'	29.51'	S55°33'28"E
C7	05°45'00"	124.00'	12.44'	12.44'	N49°19'03"W
C8	18°24'00"	194.00'	62.30'	62.03'	N37°14'33"W
C9	02°33'47"	244.00'	10.92'	10.91'	N24°04'41"W
C10	62°48'50"	40.00'	43.85'	41.69'	N36°12'32"W

NOT A FIELD SURVEY

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION			
			SKETCH OF DESCRIPTION			
			PARCEL 800A			
			STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: DATABASE 7804008
			DRAWN	M. COLLIGAN	03/16/26	
REVISION	BY	DATE	CHECKED	M. COLLIGAN	03/16/26	
			F.P. NO. 4308974		SECTION 78010	SHEET 4 OF 6

Parcel 800A
Description

Perpetual Easement

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With The Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 650.69 Feet; Thence North 88°05'36" East, A Distance Of 55.21 Feet To The Easterly Existing Right Of Way Line Of Said State Road No. A-1-A And To The **Point Of Beginning**. Thence North 04°48'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 22.21 Feet; Thence North 88°05'36" East, A Distance Of 18.11 Feet; Thence South 01°54'24" East, A Distance Of 25.06 Feet; Thence South 69°11'36" West, A Distance Of 4.45 Feet To A Curve To The Left, Having A Radius Of 80.50 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 20°27'48", An Arc Distance Of 28.75 Feet And A Chord Bearing And Distance Of South 24°20'43" East, 28.60 Feet; Thence South 53°01'32" West, A Distance Of 4.00 Feet To A Curve To The Left, Having A Radius Of 84.39 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°11'45", An Arc Distance Of 7.65 Feet And A Chord Bearing And Distance Of South 37°16'41" East, 7.65 Feet To A Curve To The Left, Having A Radius Of 102.16 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°06'22", An Arc Distance Of 3.76 Feet And A Chord Bearing And Distance Of South 39°55'51" East, 3.76 Feet; Thence South 49°00'07" West, A Distance Of 4.93 Feet; Thence South 28°02'33" East, A Distance Of 35.74 Feet; Thence North 54°45'09" East, A Distance Of 7.63 Feet; Thence South 35°11'54" East, A Distance Of 9.04 Feet; Thence South 55°01'09" West, A Distance Of 6.75 Feet; Thence South 28°02'33" East, A Distance Of 13.30 Feet To A Curve To The Left, Having A Radius Of 190.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 19°39'53", An Arc Distance Of 65.21 Feet And A Chord Bearing And Distance Of South 37°52'29" East, 64.89 Feet To A Curve To The Left, Having A Radius Of 120.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 14°07'25", An Arc Distance Of 29.58 Feet And A Chord Bearing And Distance Of South 55°33'28" East, 29.51 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A; Thence North 67°36'57" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 22.42 Feet To A Curve To The Right, Having A Radius Of 124.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°45'00", An Arc Distance Of 12.44 Feet And A Chord Bearing And Distance Of North 49°19'03" West, 12.44 Feet To A Curve To The Right, Having A Radius Of 194.00 Feet;

Continued on Sheet 6

NOT A FIELD SURVEY

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 800A		
			STATE ROAD NO. A-1-A		
			ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC., L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	DATE	DATA SOURCE: DATABASE 780400B
			CHECKED	DATE	
REVISION	BY	DATE	HECKLENBURG	03/16/26	
			M. COLLIGAN	03/16/26	
			F.P. NO. 4308974		SECTION 78010
			SHEET 5 OF 6		

Parcel 800A (Continued)

Thence Along The Arc Of Said Curve, Through An Angle Of 18°24'00", An Arc Distance Of 62.30 Feet And A Chord Bearing And Distance Of North 37°14'33" West, 62.03 Feet; Thence North 28°02'33" West, A Distance Of 89.40 Feet; Thence North 26°15'15" West, A Distance Of 8.57 Feet To A Curve To The Right, Having A Radius Of 244.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°33'47", An Arc Distance Of 10.92 Feet And A Chord Bearing And Distance Of North 24°04'41" West, 10.91 Feet **The Point Of Beginning.**

Containing 1,352 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY

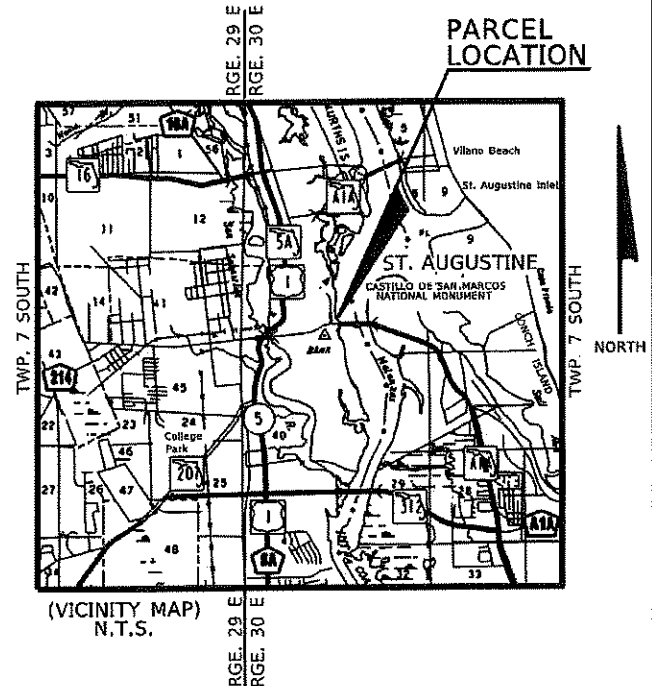
SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 800A	
			STATE ROAD NO. A-1-A	
			ST. JOHNS COUNTY	
			BY	DATE
			DRAWN	03/16/26
			CHECKED	03/16/26
			PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	
			DATA SOURCE: DATABASE 7804008	
REVISION	BY	DATE	F.P. NO. 4308974	
			SECTION 78010	
			SHEET 6 OF 6	

SKETCH OF DESCRIPTION FOR PARCEL 800B TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PERPETUAL EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



BASELINE OF SURVEY

EXISTING R/W LINE

PERPETUAL EASEMENT LINE

SUBDIVISION LINE

800 = PARCEL BUBBLE

△ = NAIL AND DISK

LEGEND

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT
 OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT

N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

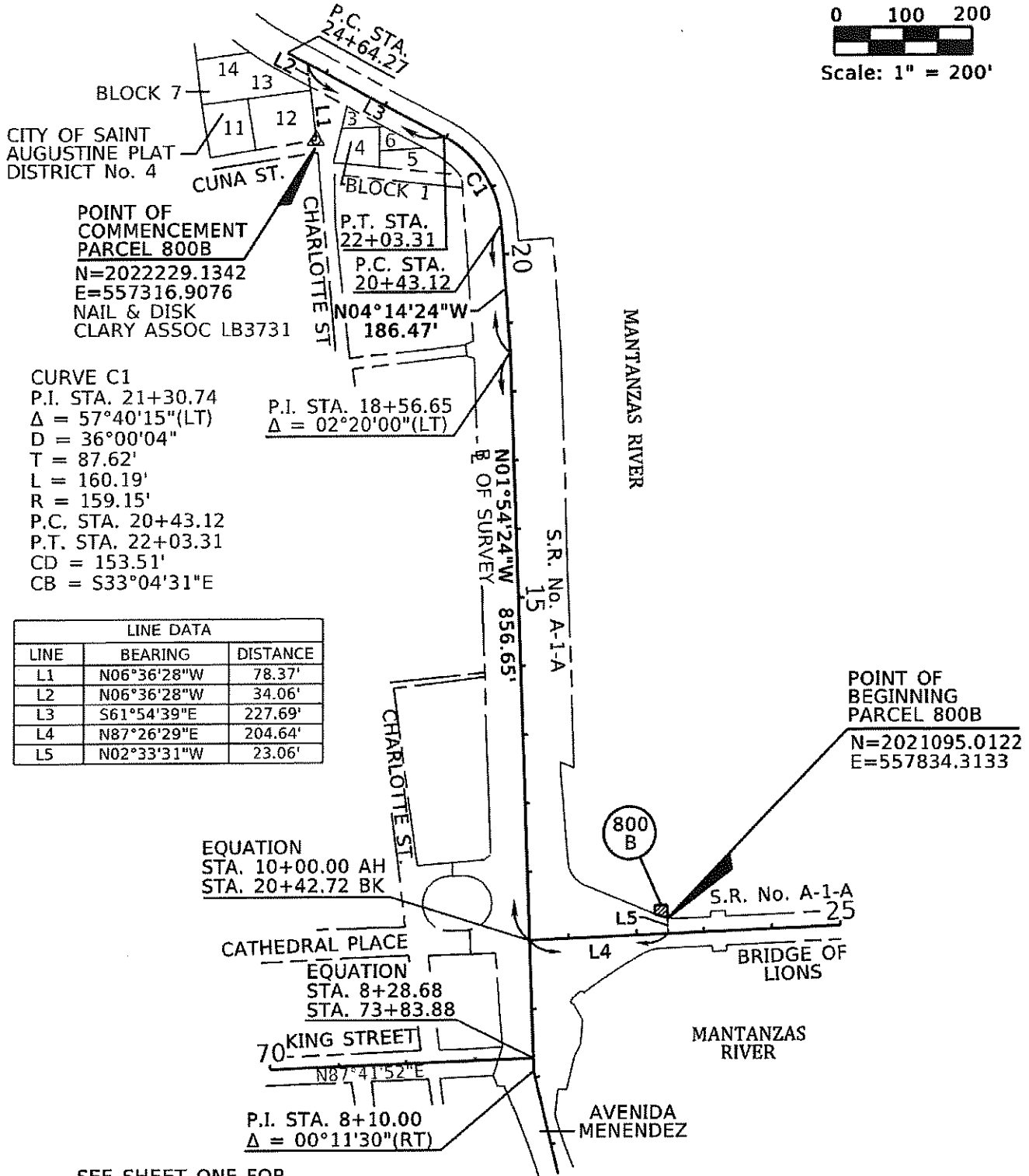
NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 800B			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
DRAWN	BY R. MECKLENBURG	DATE 03/16/26	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
CHECKED	M. COLLIGAN	DATE 03/16/26	DATA SOURCE: DATABASE ORD 7804008
REVISION	BY	DATE	F.P. NO. 4308974 SECTION 78010 SHEET 1 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 100 200
Scale: 1" = 200'



FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 800B

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN BY: MCKENBURE
CHECKED: M. COLLIGAN

DATE: 03/16/26
PREPARED BY:
CLARY & ASSOCIATES, INC. L.B. 3731
3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257

DATA SOURCE:
DATABASE ORD 7804008

F.P. NO. 4308974

SECTION 78010

SHEET 2 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST
SECTION 17

0 25 50
Scale: 1" = 50'

LINE DATA		
LINE	BEARING	DISTANCE
L5	N02°33'31"W	23.06'
L6	N02°34'07"W	12.96'
L7	N88°30'12"E	18.62'
L8	S01°54'24"E	18.77'

POINT OF BEGINNING
PARCEL 800B

N=2021095.0122
E=557834.3133

EQUATION
STA. 10+00.00 AH
STA. 20+42.72 BK

CATHEDRAL PLACE

N87°26'29"E 204.64'
P OF SURVEY S.R. No. A-1-A
BRIDGE OF LIONS

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C2	12°22'25"	90.00'	19.44'	19.40'	N74°04'34"W

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

DETAIL SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 800B

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: DATABASE ORD 7804008
	MECKLENBURG	03/15/26		
CHECKED	M. COLLIGAN	03/16/26	F.P. NO. 4308974	SECTION 78010

SHEET 3 OF 4

Parcel 800B
Description

Perpetual Easement

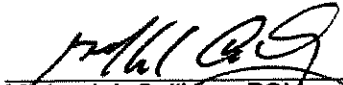
A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 204.64 Feet; Thence North 02°33'31" West, A Distance Of 23.06 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 90.00 Feet And To The **Point Of Beginning**; Thence Along Said Northerly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 12°22'25", An Arc Distance Of 19.44 Feet And A Chord Bearing And Distance Of North 74°04'34" West, 19.40 Feet; Thence North 02°34'07" West, A Distance Of 12.96 Feet; Thence North 88°30'12" East, A Distance Of 18.62 Feet; Thence South 01°54'24" East, A Distance Of 18.77 Feet And To The **Point Of Beginning**.

Containing 301 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION	
			SKETCH OF DESCRIPTION	
			PARCEL 800B	
			STATE ROAD NO. A-1-A	
			ST. JOHNS COUNTY	
			PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	
			DATA SOURCE: DATABASE 7804008	
			DRAWN BY: M. COLLIGAN	
			DATE: 03/16/26	
			CHECKED BY: M. COLLIGAN	
			DATE: 03/16/26	
REVISION			BY	
DATE				
			F.P. NO. 4308974	
			SECTION 78010	
			SHEET 4 OF 4	

07-PE.13-Date: April 27, 2026

T. S. No. N/A
R/W Map Sheet No. (SKETCH)
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	801.1
SECTION NO.	78010
F.P. NO.	4308974
STATE ROAD NO.	A1A (Avenida Menendez)
COUNTY OF	St. Johns

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 20_____,
by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box
210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, to the STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-
5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)
and other valuable considerations paid, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement
for the purpose of constructing and maintaining signals and associated signal items, conduit, pull
boxes, lighting poles and foundations and associated lighting items and sidewalk located within the
easement, in, over, under, upon and through the following described land in St. Johns County,
Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its
name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above
written.

ATTEST: _____

Darlene Galambos
Its City Clerk

The City of St. Augustine, Florida

Signed, sealed and delivered in
The presence of:

Witness: _____

Print Name: _____

Address: _____

BY: _____

Nancy Sikes-Kline, Mayor

Witness: _____

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20_____, by Nancy Sikes-
Kline, Mayor, ☐ who is personally known to me or ☐ who has produced _____
as identification.

(Notary Seal)

Print Name: _____

Notary Public

My Commission Expires: _____

Exhibit "A"

<u>Section No. 78010</u>	<u>SR No. A1A (Avenida Menendez)</u>	<u>St. Johns County</u>
<u>F.P. No. 4308974</u>		

Parcel No. 801

Perpetual Easement

Part "A"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 110.97 Feet; Thence South 02°33'31" East, A Distance Of 57.77 Feet To The Southeasterly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 714.58 Feet And To The **Point Of Beginning**; Thence Northeasterly Along Said Southeasterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of 04°50'15", An Arc Distance Of 60.33 Feet And A Chord Bearing And Distance Of North 58°18'39" East, 60.32 Feet To A Curve To The Right, Having A Radius Of 69.45 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 26°42'42", An Arc Distance Of 32.38 Feet And A Chord Bearing And Distance Of North 74°05'08" East, 32.09 Feet; (3) North 87°26'29" East, 9.75 Feet; Thence South 01°54'24" East, A Distance Of 15.03 Feet; Thence South 87°25'53" West, A Distance Of 10.12 Feet; Thence South 02°34'07" East, A Distance Of 9.98 Feet; Thence South 87°25'53" West, A Distance Of 8.50 Feet; Thence North 02°34'07" West, A Distance Of 15.05 Feet To A Curve To The Left, Having A Radius Of 258.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°14'59", An Arc Distance Of 32.65 Feet And A Chord Bearing And Distance Of South 74°44'12" West, 32.62 Feet To A Curve To The Left, Having A Radius Of 58.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°38'27", An Arc Distance Of 18.87 Feet And A Chord Bearing And Distance Of South 61°47'29" West, 18.79 Feet; Thence South 29°45'09" West, A Distance Of 82.95 Feet; Thence South 63°34'45" East, A Distance Of 14.10 Feet; Thence South 27°13'55" West, A Distance Of 9.46 Feet; Thence North 63°34'45" West, A Distance Of 14.51 Feet; Thence South 29°45'09" West, A Distance Of 35.75 Feet To The Easterly Existing Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way); Thence North 03°42'29" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 36.24 Feet; Thence North 29°45'09" East, A Distance Of 71.95 Feet To The **Point Of Beginning**.

Containing: 2,459 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North $06^{\circ}36'28''$ West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North $06^{\circ}36'28''$ West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South $61^{\circ}54'39''$ East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of $57^{\circ}40'15''$, An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South $33^{\circ}04'31''$ East, 153.51 Feet; (3) South $04^{\circ}14'24''$ East, 186.47 Feet; (4) South $01^{\circ}54'24''$ East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of Avenida Menendez, The Following 2 Courses: (1) South $01^{\circ}54'24''$ East, 190.00 Feet; (2) South $13^{\circ}24'24''$ East, 72.76 Feet; Thence North $76^{\circ}35'36''$ East, A Distance Of 15.74 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez, And A Curve To The Right, Having A Radius Of 30.00 Feet And To The **Point Of Beginning**; Thence Northerly Along Said Easterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of $17^{\circ}11'53''$, An Arc Distance Of 9.01 Feet And A Chord Bearing And Distance Of North $02^{\circ}12'55''$ West, 8.97 Feet; (2) North $06^{\circ}23'01''$ East, 31.64 Feet; (3) South $86^{\circ}45'54''$ East, 3.27 Feet To A Curve To The Left, Having A Radius Of 144.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of $01^{\circ}49'02''$, An Arc Distance Of 4.57 Feet And A Chord Bearing And Distance Of South $02^{\circ}43'37''$ West, 4.57 Feet; Thence South $01^{\circ}49'06''$ West, A Distance Of 33.75 Feet; Thence South $69^{\circ}30'12''$ West, A Distance Of 5.49 Feet To The **Point Of Beginning**.

Containing: 185 Square Feet, More Or Less.

29°45'09" West, A Distance Of 35.75 Feet To The Easterly Existing Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way); Thence North 03°42'29" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 36.24 Feet; Thence North 29°45'09" East, A Distance Of 71.95 Feet To The **Point Of Beginning**.

Containing: 2,459 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With The Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of Avenida Menendez, The Following 2 Courses: (1) South 01°54'24" East, 190.00 Feet; (2) South 13°24'24" East, 72.76 Feet; Thence North 76°35'36" East, A Distance Of 15.74 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez, And A Curve To The Right, Having A Radius Of 30.00 Feet And To The **Point Of Beginning**; Thence Northerly Along Said Easterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of 17°11'53", An Arc Distance Of 9.01 Feet And A Chord Bearing And Distance Of North 02°12'55" West, 8.97 Feet; (2) North 06°23'01" East, 31.64 Feet; (3) South 86°45'54" East, 3.27 Feet To A Curve To The Left, Having A Radius Of 144.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°49'02", An Arc Distance Of 4.57 Feet And A Chord Bearing And Distance Of South 02°43'37" West, 4.57 Feet; Thence South 01°49'06" West, A Distance Of 33.75 Feet; Thence South 69°30'12" West, A Distance Of 5.49 Feet To The **Point Of Beginning**.

Containing: 185 Square Feet, More Or Less.

Parcel Description Verified By:

Rhonda Roberson

Date: 03/31/2026

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other_____

OWNED BY: (07-PE.13) City of St. Augustine, Florida

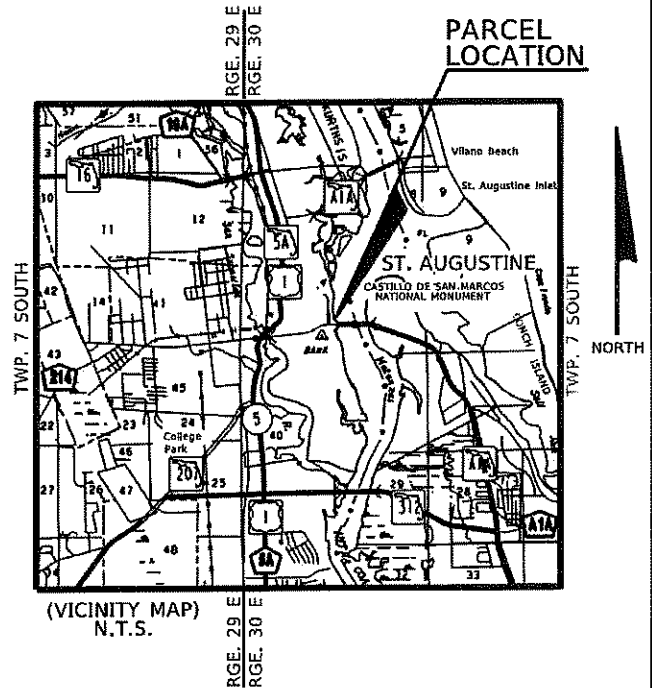
Grantor's Mailing Address: _____

SUBORDINATE INTEREST: n/a

SKETCH OF DESCRIPTION FOR PARCEL 801A TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PERPETUAL EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



LEGEND

BASELINE OF SURVEY _____
 EXISTING R/W LINE - - - - -
 PERPETUAL EASEMENT LINE - - - - -
 SUBDIVISION LINE _____

(800) = PARCEL BUBBLE
 △ = NAIL AND DISK

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT
 N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
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 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

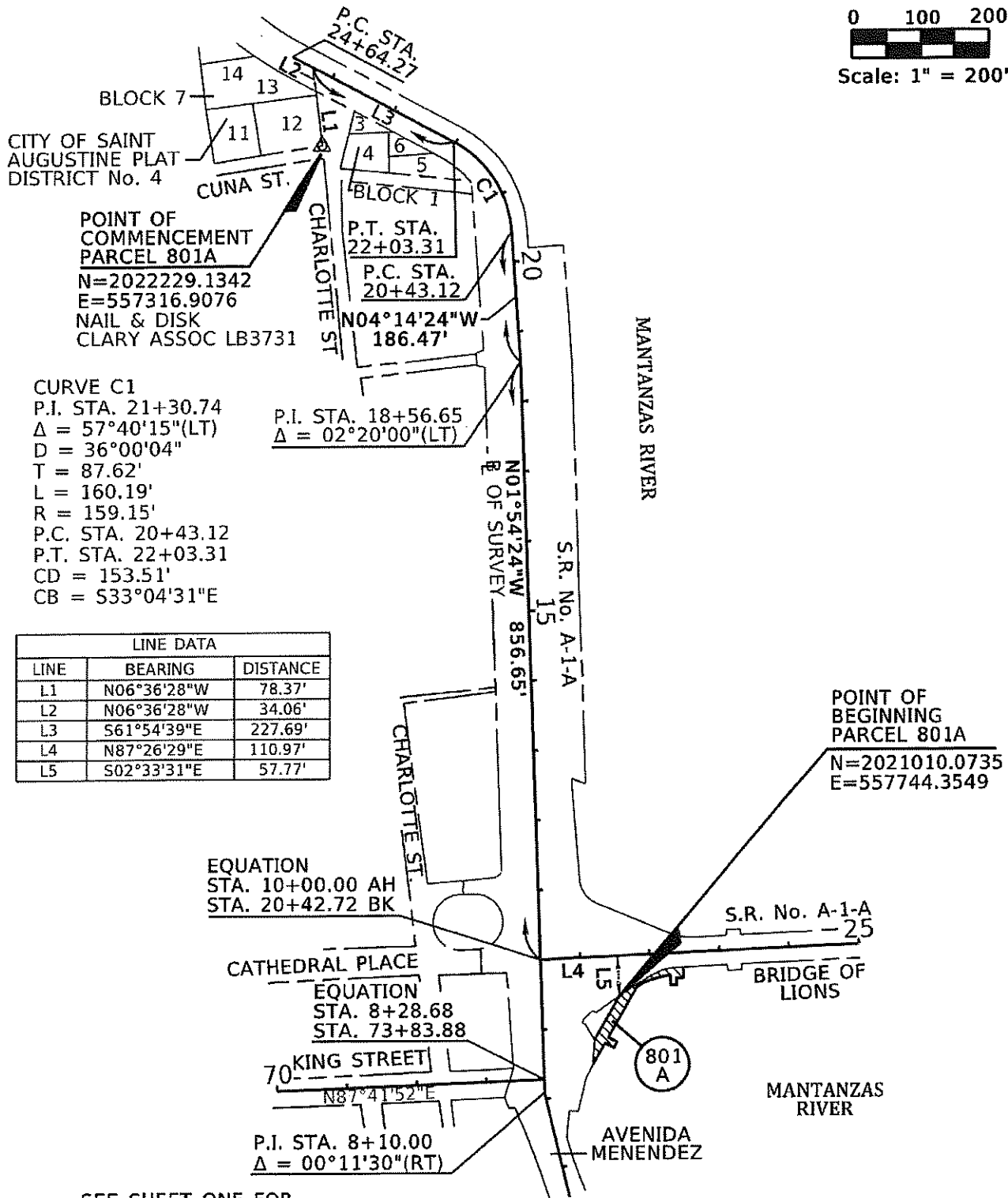
NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 801A			
STATE ROAD NO. A-1-A			ST. JOHNS COUNTY
DRAWN BY M. COLLIGAN		DATE 03/16/26	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
CHECKED BY M. COLLIGAN		DATE 03/16/26	DATA SOURCE: DATABASE ORD 7804008
REVISION BY DATE		F.P. NO. 4308974 SECTION 78010 SHEET 1 OF 6	

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 100 200
Scale: 1" = 200'



LINE DATA		
LINE	BEARING	DISTANCE
L1	N06°36'28"W	78.37'
L2	N06°36'28"W	34.06'
L3	S61°54'39"E	227.69'
L4	N87°26'29"E	110.97'
L5	S02°33'31"E	57.77'

EQUATION
STA. 10+00.00 AH
STA. 20+42.72 BK

CATHEDRAL PLACE
EQUATION
STA. 8+28.68
STA. 73+83.88

70 KING STREET
N87°41'52"E

P.I. STA. 8+10.00
 $\Delta = 00^\circ 11' 30''$ (RT)

SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

KEY SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 801A

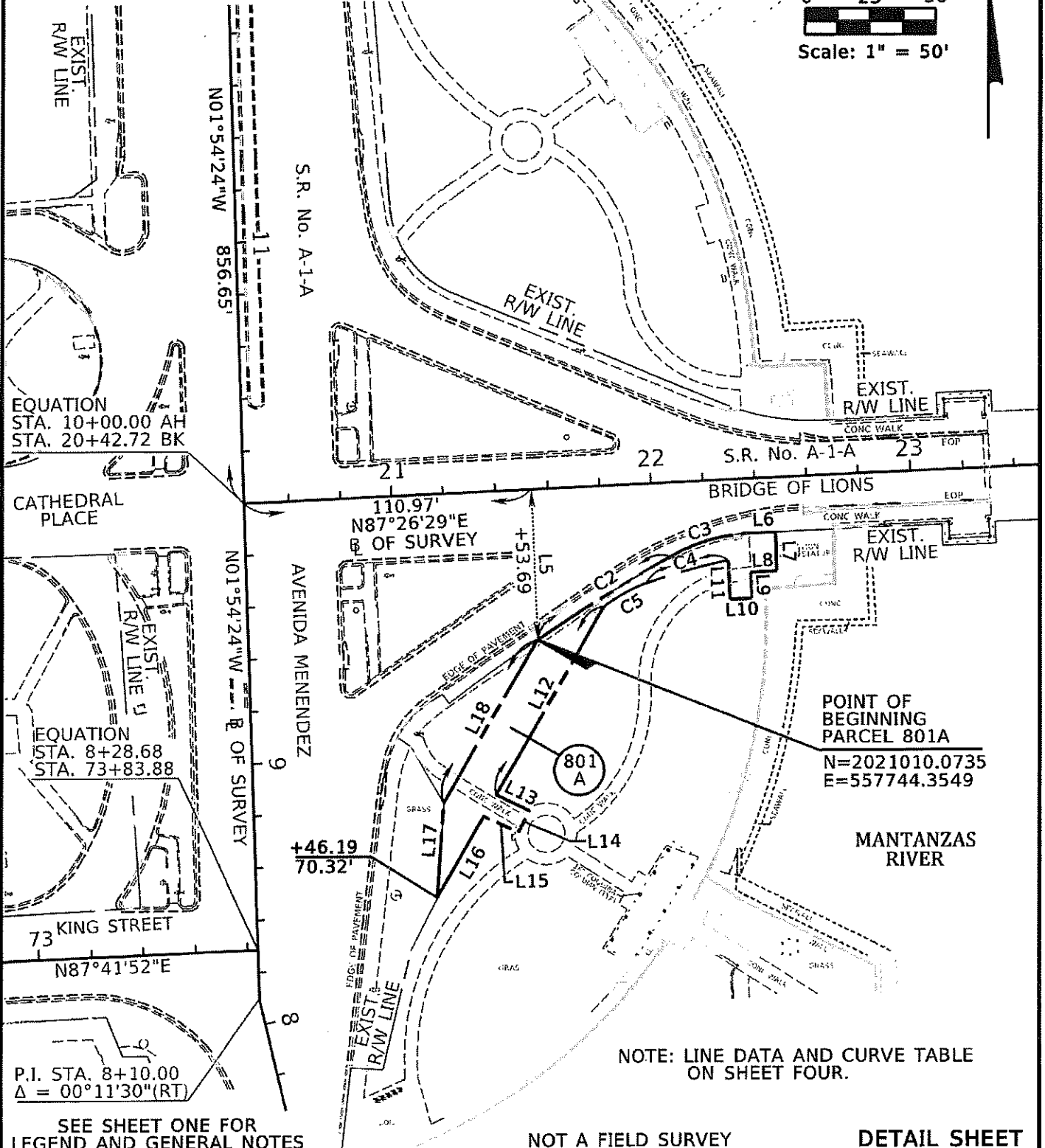
STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

				BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3630 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: DATABASE ORD 7804008
				DRAWN	HECKLENBURG	03/16/26	
				CHECKED	M. COLLIGAN	03/16/26	
REVISION				BY	DATE	F.P. NO. 4308974	SECTION 78010
							SHEET 2 OF 6

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 25 50
Scale: 1" = 50'



SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

DETAIL SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 801A

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

BY	DATE	PREPARED BY:	DATA SOURCE:
MECKLENBURG	03/16/26	CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATABASE ORD 7804008
DRAWN	03/16/26	F.P. NO. 4308974	SECTION 78010
CHECKED	03/16/26		SHEET 3 OF 6

REVISION BY DATE

LINE DATA		
LINE	BEARING	DISTANCE
L5	S02°33'31"E	57.77'
L6	N87°26'29"E	9.75'
L7	S01°54'24"E	15.03'
L8	S87°25'53"W	10.12'
L9	S02°34'07"E	9.98'
L10	S87°25'53"W	8.50'
L11	N02°34'07"W	15.05'
L12	S29°45'09"W	82.95'
L13	S63°34'45"E	14.10'
L14	S27°13'55"W	9.46'
L15	N63°34'45"W	14.51'
L16	S29°45'09"W	35.75'
L17	N03°42'29"E	36.24'
L18	N29°45'09"E	71.95'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C2	04°50'15"	714.58'	60.33'	60.32'	N58°18'39"E
C3	26°42'42"	69.45'	32.38'	32.09'	N74°05'08"E
C4	07°14'59"	258.00'	32.65'	32.62'	S74°44'12"W
C5	18°38'27"	58.00'	18.87'	18.79'	S61°47'29"W

NOT A FIELD SURVEY

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION		
			SKETCH OF DESCRIPTION		
			PARCEL 801A		
			STATE ROAD NO. A-1-A		ST. JOHNS COUNTY
			BY	DATE	PREPARED BY:
					CLARY & ASSOCIATES, INC. L.B. 3731
					3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
					DATA SOURCE:
					DATABASE 7804008
			DRAWN	M. COLLIGAN	03/16/26
			CHECKED	M. COLLIGAN	03/16/26
REVISION		BY	DATE	F.P. NO. 4308974 SECTION 78010 SHEET 4 OF 6	

Parcel 801A
Description

Perpetual Easement

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 5 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet; (5) North 87°26'29" East, 110.97 Feet; Thence South 02°33'31" East, A Distance Of 57.77 Feet To The Southeasterly Existing Right Of Way Line Of Said State Road No. A-1-A And A Curve To The Right, Having A Radius Of 714.58 Feet And To The **Point Of Beginning**; Thence Northeasterly Along Said Southeasterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of 04°50'15", An Arc Distance Of 60.33 Feet And A Chord Bearing And Distance Of North 58°18'39" East, 60.32 Feet To A Curve To The Right, Having A Radius Of 69.45 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 26°42'42", An Arc Distance Of 32.38 Feet And A Chord Bearing And Distance Of North 74°05'08" East, 32.09 Feet; (3) North 87°26'29" East, 9.75 Feet; Thence South 01°54'24" East, A Distance Of 15.03 Feet; Thence South 87°25'53" West, A Distance Of 10.12 Feet; Thence South 02°34'07" East, A Distance Of 9.98 Feet; Thence South 87°25'53" West, A Distance Of 8.50 Feet; Thence North 02°34'07" West, A Distance Of 15.05 Feet To A Curve To The Left, Having A Radius Of 258.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°14'59", An Arc Distance Of 32.65 Feet And A Chord Bearing And Distance Of South 74°44'12" West, 32.62 Feet To A Curve To The Left, Having A Radius Of 58.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 18°38'27", An Arc Distance Of 18.87 Feet And A Chord Bearing And Distance Of South 61°47'29" West, 18.79 Feet; Thence South 29°45'09" West, A Distance Of 82.95 Feet; Thence South 63°34'45" East, A Distance Of 14.10 Feet; Thence South 27°13'55" West, A Distance Of 9.46 Feet; Thence North 63°34'45" West, A Distance Of 14.51 Feet; Thence South 29°45'09" West, A Distance Of 35.75 Feet To The Easterly Existing Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way); Thence North 03°42'29" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 36.24 Feet; Thence North 29°45'09" East, A Distance Of 71.95 Feet To The **Point Of Beginning**.

Containing: 2,459 Square Feet, More Or Less.

Continued On Sheet 6

NOT A FIELD SURVEY SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 801A		
			STATE ROAD NO. A-1-A		
			ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3850 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	HECKLENBURG	03/16/26
			CHECKED	M. COLLIGAN	03/16/26
REVISION	BY	DATE	F.P. NO. 4308974 SECTION 78010		
			SHEET 5 OF 6		

Parcel 801A (Continued)

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY

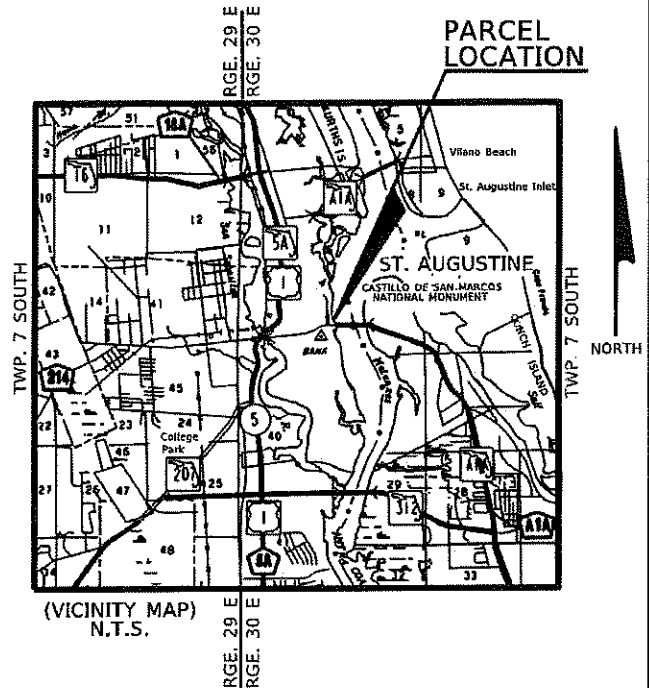
SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 801A		
			STATE ROAD NO. A-1-A		
			ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	MECKLENBURG	03/16/26
			CHECKED	M. COLLIGAN	03/16/26
			F.P. NO. 4308974		
			SECTION 78010		
			SHEET 6 OF 6		
REVISION	BY	DATE			

SKETCH OF DESCRIPTION FOR PARCEL 801B TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES:

- 1) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), NORTH AMERICAN DATUM (NAD 1983), 2011 ADJUSTMENT, IN U.S. SURVEY FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP S.R. No. A-1-A, SECTION No. 7801-114, AND DERIVING A BEARING OF NORTH 01°54'24" WEST, ON THE BASELINE OF SURVEY OF STATE ROAD NO. A-1-A, AS MONUMENTED AND FIELD REFERENCED BETWEEN P.O.T. STA. 10+00.00 (NORTHING: 2021062.8356, EASTING: 557630.9120) AND P.I. STATION 18+56.65 (NORTHING: 2021919.0113, EASTING: 557602.4100). ALL FLORIDA STATE PLANE COORDINATES SHOWN HERE ON ARE U.S. SURVEY FEET AND BASED ON THE SAME.
- 2) THIS SKETCH IS NOT A FIELD SURVEY.
- 3) THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PERPETUAL EASEMENT PARCEL, AS DIRECTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 4) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.



LEGEND

BASELINE OF SURVEY _____
 EXISTING R/W LINE _____
 PERPETUAL EASEMENT LINE _____
 SUBDIVISION LINE _____

(800) = PARCEL BUBBLE
 Δ = NAIL AND DISK

Δ = DELTA
 AH = AHEAD
 ASPH = ASPHALT
 ASSOC = ASSOCIATES
 BK = BACK
 B = BASELINE
 CONTROL LINE
 CONC = CONCRETE
 CB = CHORD BEARING
 CH = CHORD
 CD = CHORD DISTANCE
 D = DEGREE OF CURVE
 E = EASTING/EAST
 EXIST. = EXISTING
 EOP = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 ID. = IDENTIFICATION
 L = LENGTH
 LB = LICENSED BUSINESS
 LT. = LEFT
 N.T.S. = NOT TO SCALE
 No. = NUMBER
 N = NORTHING/NORTH
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 PGS = PAGES
 P.I. = POINT OF INTERSECTION
 P.T. = POINT OF TANGENCY
 R = RADIUS
 RT = RIGHT
 R/W = RIGHT OF WAY
 RGE. = RANGE
 S = SOUTH
 STA. = STATION
 S.R. = STATE ROAD
 ST. = STREET
 T = TANGENT
 TWP. = TOWNSHIP
 (TYP) = TYPICAL
 W = WEST

NOT A FIELD SURVEY

COVER SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 801B			
STATE ROAD NO. A-1-A		ST. JOHNS COUNTY	
	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
	DRAWN	03/16/26	DATA SOURCE: DATABASE ORD 780400B
	CHECKED	03/16/26	F.P. NO. 4308974
REVISION	BY	DATE	SECTION 78010
			SHEET 1 OF 4

0 100 200
Scale: 1" = 200'



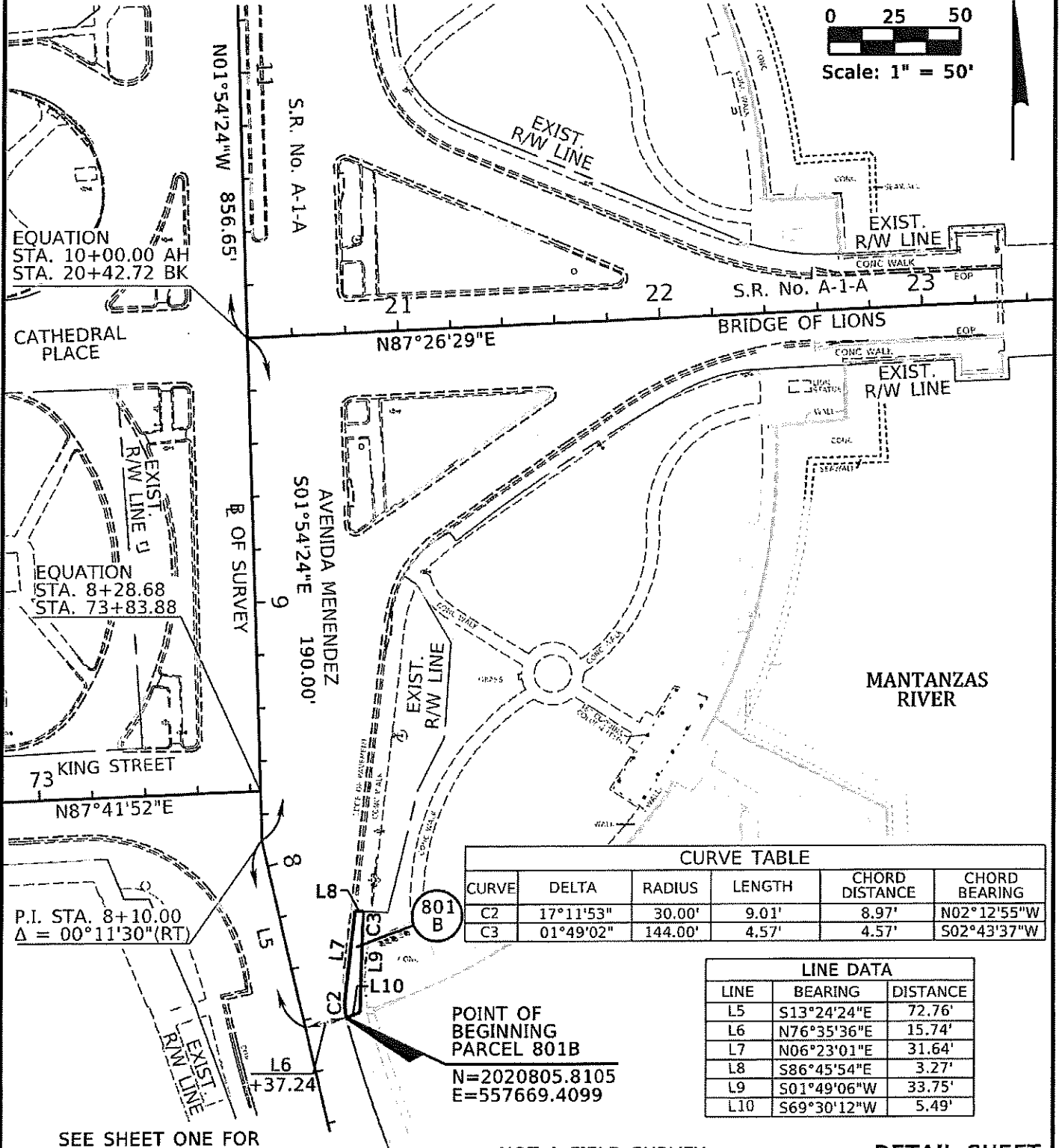
NOT A FIELD SURVEY

KEY SHEET

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 801B			
			STATE ROAD NO. A-1-A			ST. JOHNS COUNTY
				BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN	M. MECKLENBURG	03/16/26	DATA SOURCE: DATABASE ORD 7804008
REVISION	BY	DATE	CHECKED	M. COLLIGAN	03/16/26	F.P. NO. 4308974 SECTION 78010 SHEET 2 OF 4

TOWNSHIP 7 SOUTH, RANGE 30 EAST, SECTION 17

0 25 50
Scale: 1" = 50'



SEE SHEET ONE FOR
LEGEND AND GENERAL NOTES

NOT A FIELD SURVEY

DETAIL SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH & LEGAL DESCRIPTION
PARCEL 801B

STATE ROAD NO. A-1-A

ST. JOHNS COUNTY

DRAWN BY
MECKLENBURG
CHECKED M. COLLIGAN

DATE
03/16/25
03/16/26

PREPARED BY:
CLARY & ASSOCIATES, INC. L.B. 3731
3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257

DATA SOURCE:
DATABASE ORD 7804008

F.P. NO. 4308974

SECTION 78010

SHEET 3 OF 4

Parcel 801B
Description

Perpetual Easement

A Part Of Section 17, Township 7 South, Range 30 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Nail and Disk Stamped CLARY ASSOC LB3731 At The Intersection Of The Northerly Existing Right Of Way Line Of Cuna Street (A Variable Width Right Of Way), With the Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way); Thence North 06°36'28" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 78.37 Feet To The Southwesterly Existing Right Of Way Line Of State Road No. A-1-A (A Variable Width Right Of Way As Per Florida Department Of Transportation Map, Section 7801-114); Thence North 06°36'28" West, A Distance Of 34.06 Feet To The Baseline Of Survey Of Said State Road No. A-1-A; Thence Along Said Baseline Of Survey Of State Road No. A-1-A, The Following 4 Courses: (1) South 61°54'39" East, 227.69 Feet To A Curve To The Right, Having A Radius Of 159.15 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 57°40'15", An Arc Distance Of 160.19 Feet And A Chord Bearing And Distance Of South 33°04'31" East, 153.51 Feet; (3) South 04°14'24" East, 186.47 Feet; (4) South 01°54'24" East, 856.65 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of Avenida Menendez, The Following 2 Courses: (1) South 01°54'24" East, 190.00 Feet; (2) South 13°24'24" East, 72.76 Feet; Thence North 76°35'36" East, A Distance Of 15.74 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez, And A Curve To The Right, Having A Radius Of 30.00 Feet And To The **Point Of Beginning**; Thence Northerly Along Said Easterly Existing Right Of Way Line, The Following 3 Courses: (1) Along The Arc Of Said Curve, Through An Angle Of 17°11'53", An Arc Distance Of 9.01 Feet And A Chord Bearing And Distance Of North 02°12'55" West, 8.97 Feet; (2) North 06°23'01" East, 31.64 Feet; (3) South 86°45'54" East, 3.27 Feet To A Curve To The Left, Having A Radius Of 144.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°49'02", An Arc Distance Of 4.57 Feet And A Chord Bearing And Distance Of South 02°43'37" West, 4.57 Feet; Thence South 01°49'06" West, A Distance Of 33.75 Feet; Thence South 69°30'12" West, A Distance Of 5.49 Feet To The **Point Of Beginning**.

Containing 185 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, In Chapter 5J-17, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.


Michael J. Colligan, PSM
Professional Surveyor And Mapper No. 6788
3830 Crown Point Road
Jacksonville, Florida 32257
Date: March 23, 2026
Not Valid Unless Signed And Sealed

NOT A FIELD SURVEY

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION PARCEL 801B		
			STATE ROAD NO. A-1-A		
			ST. JOHNS COUNTY		
			BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257
			DRAWN		DATA SOURCE: DATABASE 7804008
			CHECKED		
REVISION	BY	DATE	CHECKED		
			M. COLLIGAN	03/16/26	F.P. NO. 4308974
				SECTION 78010	SHEET 4 OF 4

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: May 28, 2026

RE: Staff Report Item for June 8, 2026, City Commission Meeting
Zora Neale Hurston Park Historic Marker Language and Sign Style
Review

Staff requests that this item be placed on the Monday, June 8, 2026, City Commission Meeting Agenda under Staff Reports.

During the March 9, 2026, City Commission Meeting, staff provided an update on the Zora Neale Hurston Park improvements. At that time, the Commission provided direction to scale back elements of the park design, including adjustments to sidewalks, landscaping, infrastructure related to the Nights of Lights annual signage, and the inclusion of a historically styled marker highlighting Ms. Hurston's connection to the St. Augustine community.

The Commission also directed staff to coordinate with the Anderson family, owners of Zora's Sojourn located at 791 West King Street, to assist in developing appropriate language for the commemorative marker at the park. Attached for the Commission's consideration are the proposed marker language and accompanying sign mock-ups.

Staff respectfully request the opportunity to present the proposed marker language and sign styles for Commission review and direction.

I am available for any questions you may have. I may be reached by phone at 904.209.4254 or via email at jperkins@citystaug.com.

Respectfully,



Jaime D. Perkins
Director, Community Services

Attachments: Proposed Marker Language and Signage Mockups

Copy: Meredith Breidenstein, Assistant City Manager
Reuben Franklin, PE, Assistant City Manager
Isabelle Lopez, City Attorney

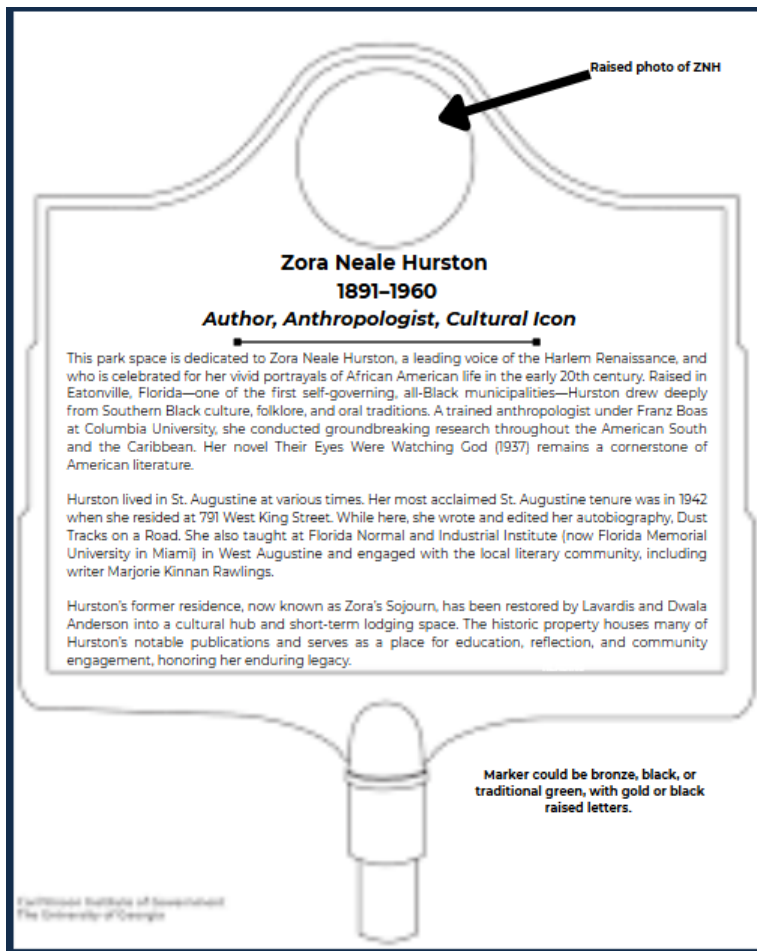
Zora Neale Hurston (1891–1960)
Author, Anthropologist, Cultural Icon

This park space is dedicated to Zora Neale Hurston, a leading voice of the Harlem Renaissance, and who is celebrated for her vivid portrayals of African American life in the early 20th century. Raised in Eatonville, Florida—one of the first self-governing, all-Black municipalities—Hurston drew deeply from Southern Black culture, folklore, and oral traditions. A trained anthropologist under Franz Boas at Columbia University, she conducted groundbreaking research throughout the American South and the Caribbean. Her novel *Their Eyes Were Watching God* (1937) remains a cornerstone of American literature.

Hurston lived in St. Augustine at various times. Her most acclaimed St. Augustine tenure was in 1942 when she resided at 791 West King Street. While here, she wrote and edited her autobiography, *Dust Tracks on a Road*. She also taught at Florida Normal and Industrial Institute (now Florida Memorial University in Miami) in West Augustine and engaged with the local literary community, including writer Marjorie Kinnan Rawlings.

Hurston's former residence, now known as Zora's Sojourn, has been restored by Lavardis and Dwala Anderson into a cultural hub and short-term lodging space. The historic property houses many of Hurston's notable publications and serves as a place for education, reflection, and community engagement, honoring her enduring legacy.

Sign Mockups



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and Commissioners
DATE: May 26, 2026
RE: **MADEIRA CDD PROPOSED BUDGET AND BUDGET SCHEDULE**

Attached is the Madeira Community Development District (CDD)'s proposed budget and budget schedule for Fiscal Year 2026-2027. A CDD is a type of special purpose government entity that typically provides for the construction and maintenance of common infrastructure within a development. Pursuant to state law, the CDD board must submit their proposed budget to you for any comments you may wish to submit to them. Comments are not required.

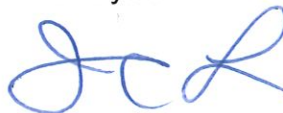
Statutory reference:

F.S. 190.008 (2):

- (B) AT LEAST 60 DAYS PRIOR TO ADOPTION, THE DISTRICT BOARD SHALL SUBMIT TO THE LOCAL GOVERNING AUTHORITIES HAVING JURISDICTION OVER THE AREA INCLUDED IN THE DISTRICT, FOR PURPOSES OF DISCLOSURE AND INFORMATION ONLY, THE PROPOSED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR AND ANY PROPOSED LONG-TERM FINANCIAL PLAN OR PROGRAM OF THE DISTRICT FOR FUTURE OPERATIONS.
- (C) THE LOCAL GOVERNING AUTHORITIES MAY REVIEW THE PROPOSED ANNUAL BUDGET AND ANY LONG-TERM FINANCIAL PLAN OR PROGRAM AND MAY SUBMIT WRITTEN COMMENTS TO THE BOARD FOR ITS ASSISTANCE AND INFORMATION IN ADOPTING ITS ANNUAL BUDGET AND LONG-TERM FINANCIAL PLAN OR PROGRAM.

Please place this item on the June 8, 2026 City Commission agenda under Items by City Attorney.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Statutory notice of proposed Madeira CDD budget for Fiscal Year 2026-2027. No action necessary.

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.madeiracdd.org

April 29, 2026

City of St. Augustine
Clerk of the Board of City Commissioners
Lightner Building
75 King Street
St. Augustine, FL 32084

**Re: Madeira Community Development District
Proposed Fiscal Year 2026/2027 Budget**

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2026/2027 budget (the "Proposed Budget") approved by the Board of Supervisors of the Madeira Community Development District for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 25, 2026**, at **10:00 a.m.** at the St. Augustine – St. Johns County Airport Authority, 4730 Casa Cola Way St. Augustine, FL 32095.

Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes*.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Lesley Gallagher

Lesley Gallagher

District Manager
904.436.6270 Ext: 4637
lgallagher@rizzetta.com
rizzetta.com



Rizzetta & Company
Professionals in Community Management



Rizzetta & Company

Madeira Community Development District

www.madeiracdd.org

Approved Proposed Budget for Fiscal Year 2026/2027

Table of Contents

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Rizzetta & Company

Proposed Budget Madira Community Development District General Fund Fiscal Year 2026/2027							Comments
Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget Variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
46 Security Operations							
47 Guard & Gate Facility Maintenance & Repairs	\$ 2,555	\$ 7,765	\$ 10,000	\$ 2,235	\$ 10,000	\$ -	Gate Repairs, AC Maintenance, Termite Bond, Lighting
48 Guard & Gate Security Cameras/Access Monitoring	\$ 13,239	\$ 35,843	\$ 34,000	\$ (2,843)	\$ 80,000	\$ 45,000	Projected Reflects 12 Hours of Security Monitoring Services at Gate and Internal Services. Proposed Reflects 24 Hours of Security Monitoring at Two Entrances. Also Includes Flock Contract & Proposed to Include Flock at Second Entrance.
49 Electric Utility Services							
50 Utility - Street Lights	\$ 12,915	\$ 30,996	\$ 26,250	\$ (4,746)	\$ 35,000	\$ 8,750	
51 Utility Services	\$ 3,007	\$ 7,217	\$ 5,250	\$ (1,967)	\$ 15,000	\$ 9,750	
52 Water-Sewer Combination Services							
53 Utility Services	\$ 1,995	\$ 4,788	\$ 5,000	\$ 212	\$ 7,500	\$ 2,500	
54 Stormwater Control							
55 Aquatic Maintenance	\$ 7,700	\$ 21,730	\$ 20,000	\$ (1,730)	\$ 30,000	\$ 10,000	Projected and Proposed to Include New Ponds & Ditch
56 Miscellaneous Expense	\$ 2,576	\$ 6,182	\$ 10,000	\$ 3,818	\$ 10,000	\$ -	Estimated Based on Needs. FY 25/26 Included SOX Project
57 Other Physical Environment							
58 General Liability & Property Insurance	\$ 12,835	\$ 12,855	\$ 13,820	\$ 965	\$ 20,000	\$ 6,180	Estimated Amount to Include New Property FY 2027
59 Irrigation Repairs	\$ 10,774	\$ 17,500	\$ 5,000	\$ (12,500)	\$ 10,000	\$ 5,000	Estimated Based on Needs (Irrigation/Water Repairs). Proposed FY 2027 Includes New Areas of Irrigation
60 Landscape & Irrigation Maintenance Contract	\$ 46,667	\$ 131,152	\$ 175,000	\$ 43,848	\$ 150,000	\$ (25,000)	Projected Reflects Agreement + Pine Straw + Annuals. Proposed FY 2027 Includes Estimate for Additional Areas
61 Landscape Replacement Plants, Shrubs, Trees	\$ 2,600	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -	Estimated Based on Needs (Additional Trees/Plants, Removal of Trees/Plants)
62 Miscellaneous Expense	\$ 3,925	\$ 9,420	\$ 12,500	\$ 3,080	\$ 20,000	\$ 7,500	Reflects Dog Waste Stations and Well PM
63 Specialty Palm Tree Trimming	\$ 6,120	\$ 6,120	\$ 4,000	\$ (2,120)	\$ 12,000	\$ 8,000	Proposed for FY 2027 to Include Palms in New Areas
64 Road & Street Facilities							
65 Entry & Walls Maintenance & Repairs	\$ -	\$ 8,000	\$ 6,000	\$ (2,000)	\$ 6,000	\$ -	Painting at Entry & Gate House?
66 Ornamental Lighting & Maintenance	\$ -	\$ 10,000	\$ 8,000	\$ (2,000)	\$ 8,000	\$ -	Path Lighting, Lense Replacements?
67 Pressure Washing	\$ -	\$ 7,500	\$ 5,000	\$ (2,500)	\$ 15,000	\$ 10,000	Proposed to Include Areas Not Completed Previously
68 Parks & Recreation							
69 Fence/Wall Maintenance & Repairs	\$ -	\$ 1,000	\$ 5,000	\$ 4,000	\$ 5,000	\$ -	Removed "Arbor" from Description for FY 2027
70 Dog Waste Station Supplies & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	New Line for FY 2026/2027
71 Special Events							
72 Holiday Decorations	\$ 4,623	\$ 4,623	\$ 7,500	\$ 2,877	\$ 7,500	\$ -	
73 Contingency							
74 Capital Outlay	\$ 61,070	\$ 61,070	\$ 115,000	\$ 53,930		\$ (115,000)	This Line Was Removed for Fiscal Year 2025/27 and \$115,000 Moved from Capital Outlay to Reserve Budget
75 Miscellaneous Contingency	\$ 98,316	\$ 140,750	\$ 50,000	\$ (90,750)	\$ 80,000	\$ -	FY 25/26 Projections Include Completed Underdrain Repairs, Driveway Repair, Lighting Project, Benches and Trash Cans, Sidewalk Repairs, Road Striping
76							
77 Field Operations Subtotal	\$ 230,927	\$ 540,511	\$ 532,320	\$ (8,191)	\$ 521,000	\$ (11,320)	
78							
79 TOTAL EXPENDITURES	\$ 371,614	\$ 735,294	\$ 642,550	\$ (92,744)	\$ 620,491	\$ 42,123	
80							
81 EXCESS OF REVENUES OVER EXPENDITURES	\$ 81,817	\$ (88,838)	\$ -	\$ (88,838)	\$ -	\$ -	
82							

Proposed Budget Madeira Community Development District Reserve Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026		
1								
2	ASSESSMENT REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 63,718	\$ 63,718	\$ 44,913	\$ 18,805	\$ 238,161	\$ 193,248	
6	Off Roll*	\$ 25,078	\$ 25,078	\$ 43,883	\$ (18,805)	\$ 31,839	\$ (12,044)	
7								
8	Assessment Revenue Subtotal	\$ 88,796	\$ 88,796	\$ 88,796	\$ -	\$ 270,000	\$ 181,204	
9								
10	OTHER REVENUES							
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15								
16	TOTAL REVENUES	\$ 88,796	\$ 88,796	\$ 88,796	\$ -	\$ 270,000	\$ 181,204	
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
18								
19	EXPENDITURES							
20								
21	Contingency							
22	Capital Reserves	\$ -	\$ -	\$ 88,796	\$ 88,796	\$ 250,000	\$ 161,204	
23	Shoreline Stabilization			\$ -		\$ 20,000	\$ 20,000	
24	TOTAL EXPENDITURES	\$ -	\$ -	\$ 88,796	\$ 88,796	\$ 270,000	\$ 161,204	
25								
26	EXCESS OF REVENUES OVER EXPENDITURES	\$ 88,796	\$ 88,796	\$ -	\$ 88,796	\$ -	\$ -	
27								

Madeira Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2025A-1 Debt Service	Series 2025A-2 Debt Service	Budget for 2026/2027
REVENUES			
Special Assessments			
Net Special Assessments	\$463,241.35	\$660,262.87	\$1,123,504.22
TOTAL REVENUES	\$463,241.35	\$660,262.87	\$1,123,504.22
EXPENDITURES			
Administrative			
Debt Service Obligation	\$463,241.35	\$660,262.87	\$1,123,504.22
Administrative Subtotal	\$463,241.35	\$660,262.87	\$1,123,504.22
TOTAL EXPENDITURES	\$463,241.35	\$660,262.87	\$1,123,504.22
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

County Collection Costs (2%) and Early payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$1,195,217.26

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

MADEIRA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$958,681.00	2025/2026 O&M Budget:	\$735,352.00
Collection Costs:	2%	\$20,397.47	2026/2027 O&M Budget:	\$958,681.00
Early Payment Discounts:	4%	\$40,794.94		
2026/2027 Total:		<u>\$1,019,873.40</u>	Total Difference:	<u>\$223,329.00</u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
ASSESSMENT AREA 1					
Single Family 50'	Series 2025A-1 Debt Service	\$1,379.84	\$1,379.84	\$0.00	0.00%
	Operations/Maintenance	\$649.63	\$846.93	\$197.30	30.37%
	Total	\$2,029.47	\$2,226.77	\$197.30	9.72%
Single Family 50'-D	Series 2025A-1 Debt Service	\$1,442.14	\$1,442.14	\$0.00	0.00%
	Operations/Maintenance	\$649.63	\$846.93	\$197.30	30.37%
	Total	\$2,091.77	\$2,289.07	\$197.30	9.43%
Single Family 55'	Series 2025A-1 Debt Service	\$1,568.78	\$1,568.78	\$0.00	0.00%
	Operations/Maintenance	\$714.60	\$931.62	\$217.02	30.37%
	Total	\$2,283.38	\$2,500.40	\$217.02	9.50%
Single Family 65'	Series 2025A-1 Debt Service	\$1,700.01	\$1,700.01	\$0.00	0.00%
	Operations/Maintenance	\$844.52	\$1,101.01	\$256.49	30.37%
	Total	\$2,544.53	\$2,801.02	\$256.49	10.08%
Single Family 65'-D	Series 2025A-1 Debt Service	\$1,874.78	\$1,874.78	\$0.00	0.00%
	Operations/Maintenance	\$844.52	\$1,101.01	\$256.49	30.37%
	Total	\$2,719.30	\$2,975.79	\$256.49	9.43%
Single Family 70'-D	Series 2025A-1 Debt Service	\$2,018.99	\$2,018.99	\$0.00	0.00%
	Operations/Maintenance	\$909.49	\$1,185.70	\$276.21	30.37%
	Total	\$2,928.48	\$3,204.69	\$276.21	9.43%
Single Family 75'	Series 2025A-1 Debt Service	\$1,830.24	\$1,830.24	\$0.00	0.00%
	Operations/Maintenance	\$974.45	\$1,270.40	\$295.95	30.37%
	Total	\$2,804.69	\$3,100.64	\$295.95	10.55%
Single Family 75'-D	Series 2025A-1 Debt Service	\$2,163.21	\$2,163.21	\$0.00	0.00%
	Operations/Maintenance	\$974.45	\$1,270.40	\$295.95	30.37%
	Total	\$3,137.66	\$3,433.61	\$295.95	9.43%
Single Family 85'	Series 2025A-1 Debt Service	\$1,961.47	\$1,961.47	\$0.00	0.00%
	Operations/Maintenance	\$1,104.38	\$1,439.78	\$335.40	30.37%
	Total	\$3,065.85	\$3,401.25	\$335.40	10.94%
Single Family 80'-D	Series 2025A-1 Debt Service	\$2,307.43	\$2,307.43	\$0.00	0.00%
	Operations/Maintenance	\$1,039.41	\$1,355.09	\$315.68	30.37%
	Total	\$3,346.84	\$3,662.52	\$315.68	9.43%
Commercial	Series 2025A-1 Debt Service	\$145.56	\$145.56	\$0.00	0.00%
	Operations/Maintenance	\$974.45	\$1,270.40	\$295.95	30.37%
	Total	\$1,120.01	\$1,415.96	\$295.95	26.42%
ASSESSMENT AREA 2					
Single Family 50'	Series 2025A-2 Debt Service	\$1,531.30	\$1,531.30	\$0.00	0.00%
	Operations/Maintenance	\$649.63	\$846.93	\$197.30	30.37%
	Total	\$2,180.93	\$2,378.23	\$197.30	9.05%
Single Family 65'	Series 2025A-2 Debt Service	\$1,990.69	\$1,990.69	\$0.00	0.00%
	Operations/Maintenance	\$844.52	\$1,101.01	\$256.49	30.37%
	Total	\$2,835.21	\$3,091.70	\$256.49	9.05%
Single Family 70'	Series 2025A-2 Debt Service	\$2,143.82	\$2,143.82	\$0.00	0.00%

MADEIRA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$958,681.00	2025/2026 O&M Budget:	\$735,352.00
Collection Costs:	2%	\$20,397.47	2026/2027 O&M Budget:	\$958,681.00
Early Payment Discounts:	4%	\$40,794.94		
2026/2027 Total:		<u>\$1,019,873.40</u>	Total Difference:	<u>\$223,329.00</u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Single Family 74'	Operations/Maintenance	\$909.49	\$1,185.70	\$276.21	30.37%
	Total	\$3,053.31	\$3,329.52	\$276.21	9.05%
Single Family 75'	Series 2025A-2 Debt Service	\$2,296.95	\$2,296.95	\$0.00	0.00%
	Operations/Maintenance	\$974.45	\$1,270.40	\$295.95	30.37%
	Total	\$3,271.40	\$3,567.35	\$295.95	9.05%
Single Family 80'	Series 2025A-2 Debt Service	\$2,450.08	\$2,450.08	\$0.00	0.00%
	Operations/Maintenance	\$1,039.41	\$1,355.09	\$315.68	30.37%
	Total	\$3,489.49	\$3,805.17	\$315.68	9.05%
Attached	Series 2025A-2 Debt Service	\$1,531.30	\$1,531.30	\$0.00	0.00%
	Operations/Maintenance	\$649.63	\$846.93	\$197.30	30.37%
	Total	\$2,180.93	\$2,378.23	\$197.30	9.05%

MADERA COMMUNITY DEVELOPMENT DISTRICT											
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE											
TOTAL O&M BUDGET						2%		\$958,681.00			
COLLECTION COSTS @						2%		\$20,397.47			
EARLY PAYMENT DISCOUNT @						4%		\$40,794.94			
TOTAL O&M ASSESSMENT								\$1,019,873.40			
UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT			
LOT SIZE	O&M	SERIES 2025A-1 DEBT SERVICE ⁽¹⁾	SERIES 2025A-2 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2025A-1 DEBT SERVICE ⁽²⁾	SERIES 2025A-2 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Assessment Area 1											
Single Family 50'	61	59	0	0.50	30.50	5.07%	\$51,662.75	\$846.93	\$1,379.84	\$0.00	\$2,226.77
Single Family 50'-D	15	15	0	0.50	7.50	1.25%	\$12,703.95	\$846.93	\$1,442.14	\$0.00	\$2,289.07
Single Family 55'	71	57	0	0.55	39.05	6.49%	\$66,145.25	\$931.62	\$1,568.78	\$0.00	\$2,500.40
Single Family 65'	83	48	0	0.65	53.95	8.96%	\$91,383.77	\$1,101.01	\$1,700.01	\$0.00	\$2,801.02
Single Family 65'-D	4	4	0	0.65	2.60	0.43%	\$4,404.04	\$1,101.01	\$1,874.78	\$0.00	\$2,975.79
Single Family 70'-D	12	11	0	0.70	8.40	1.40%	\$14,228.43	\$1,185.70	\$2,018.99	\$0.00	\$3,204.69
Single Family 75'	71	40	0	0.75	53.25	8.84%	\$90,198.07	\$1,270.40	\$1,830.24	\$0.00	\$3,100.64
Single Family 75'	1	1	0	0.75	0.75	0.12%	\$1,270.40	\$1,270.40	\$3,239.07	\$0.00	\$4,509.47
Single Family 75'	1	1	0	0.75	0.75	0.12%	\$1,270.40	\$1,270.40	\$2,755.21	\$0.00	\$4,025.61
Single Family 75' - Partial	1	1	0	0.75	0.75	0.12%	\$1,270.40	\$1,270.40	\$924.97	\$0.00	\$2,195.37
Single Family 75'-D	28	26	0	0.75	21.00	3.49%	\$35,571.07	\$1,270.40	\$2,163.21	\$0.00	\$3,433.61
Single Family 85'	21	6	0	0.85	17.85	2.98%	\$30,235.41	\$1,439.78	\$1,981.47	\$0.00	\$3,401.25
Single Family 80'-D	8	7	0	0.80	6.40	1.06%	\$10,840.71	\$1,355.09	\$2,307.43	\$0.00	\$3,662.52
Commercial	170	170	0	0.75	127.50	21.18%	\$215,967.21	\$1,270.40	\$145.56	\$0.00	\$1,415.96
Total Assessment Area 1	547	446	0		370.25	61.49%	\$627,151.85				
Assessment Area 2 - Platted											
Single Family 50'	55	0	53	0.50	27.50	4.57%	\$46,981.16	\$846.93	\$0.00	\$1,531.30	\$2,378.23
Single Family 65'	7	0	7	0.65	4.55	0.76%	\$7,707.07	\$1,101.01	\$0.00	\$1,990.69	\$3,091.70
Single Family 70'	18	0	18	0.70	12.60	2.09%	\$21,342.64	\$1,185.70	\$0.00	\$2,143.82	\$3,329.52
Single Family 75'	76	0	74	0.75	57.00	9.47%	\$96,550.05	\$1,270.40	\$0.00	\$2,296.95	\$3,567.35
Single Family 80'	74	0	74	0.80	59.20	9.83%	\$100,276.54	\$1,355.09	\$0.00	\$2,450.08	\$3,805.17
Total Assessment Area 2 - Platted	230	0	226		160.85	26.71%	\$272,457.46				
Assessment Area 2 - Unplatted											
Attached	142	0	142	0.50	71.00	11.79%	\$120,264.10	\$846.93	\$0.00	\$1,531.30	\$2,378.23
Total Assessment Area 2 - Unplatted	142	0	142		71.00	11.79%	\$120,264.10				
Total Community	919	446	368		602.10	100.00%	\$1,019,873.40				
LESS: St. Johns County Collection Costs (2%) and Early Payment Discount Costs (4%):								(\$61,192.40)			
Net Revenue to be Collected:								\$958,681.00			
⁽¹⁾ Reflects the number of total lots with Series 2025A-1 and 2025A-2 debt outstanding.											
⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2025A-1 and 2025A-2 bond issues. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.											
⁽³⁾ Annual assessment that will appear on November 2026 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.											

GENERAL FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and/or annual disclosure reports, as required in the District's Continuing Disclosure Agreement(s), with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial Consulting & Revenue Collections: Services include investment administration of the District's bank and trust accounts, if applicable, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. However, the firm does not serve as a Municipal Advisor and does not provide investment advice. The firm also provides comprehensive billing, collection, and reporting of District assessments to fund debt service and operations, including direct billings, funding requests and owner inquiries. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for any bond-related collection needs. These funds are collected as prescribed in the Trust Indentures. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: May 27, 2026

RE: Reminder: Open Positions on Boards and Committees

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

- **Audit Committee**
[One (1) Term Expiring 7/31/26]
- **1977 City Employees' Retirement System of the City of St. Augustine, Board of Trustees**
[Two (2) Terms - One (1) Elected, One (1) Board Appointment Expiring 6/30/26]
- **Planning and Zoning Board**
[One (1) Vacancy Expiring 9/30/2028]

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

Regular City Commission Meeting
Monday, April 13, 2026

The City Commission met in formal session on Monday, April 13, 2026, 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
Julie Courtney, Historic Preservation Officer
Jaime D. Perkins, Director, Community Services
Donna Hayes, Director, Human Resources
Amy Skinner, Director, Planning and Building
Melissa Wissel, Director, Communications
Jeffrey Collins, Assistant Police Chief
Kevin Carroll, Sergeant, Police Department
Carlos Aviles, Fire 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

David Birchim, City Manager, added agenda item under Special Presentations. He said item 3.D., which would be a Tourism of the Year Award.

MOTION

Mayor Sikes-Kline MOVED to approve the regular agenda with the modifications. The motion was SECONDED by Commissioner Jim Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

3.A Proclamation 2026-04: Proclaims April 2026 as Sexual Assault Awareness Month (B. Blonder, Vice Mayor)

3.B Proclamation 2026-12: Proclaims April 13–20, 2026 as International Dark-Sky Week (B. Blonder, Vice Mayor)

3.C Proclamation 2026-14: Proclaims April 2026 as Water Conservation Month (B. Blonder, Vice Mayor)

3.D. Tourism of the Year Award:

Susan Philips, Visitors Convention Bureau and Charlie Robles, Visitors Convention Bureau Chairman, introduced the Tourism of the Year Award recipient, Melissa Wissel.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Carolyn Wright
- Nancy Murphy
- Vicki Pepper
- Thomas Reynolds
- 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 DATE:

•Ordinance 2026-13: Vacate Right of Way, 3560 N. Ponce De Leon Blvd, Prado Ave

CA.3 Reminder of Upcoming Meetings:

- April 27, 2026, Special City Commission Meeting
- April 27, 2026, Regular City Commission Meeting
- May 11, 2026, Regular City Commission Meeting

CA.4 APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE

CA.5 RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

CA.6 PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

Proclamation 2026-15: Proclaims April 2026 as the Month of the Military Child (C. Garris, Commissioner)

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

CA.8 Satisfaction and Release of Utility Mortgage: 111 Masters Drive (I. Lopez, City Attorney)

CA.9 Satisfaction and Release of Utility Mortgage: 135 and 137 Theodore Street (I. Lopez, City Attorney)

CA.10 2026 City Commission Citizenship Awards Approval of Nominees (M. Wissel, Communications Director)

CA.11 Memorandum of Understanding to address scrivener's error in the Police Union Contract (D. Hayes, Human Resources Director)

CA.12 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

Mayor Sikes-Kline MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2026-01: Amendments to General Employees' Pension Plan (M. Breidenstein, Assistant City Manager)

Meredith Breidenstein, Assistant City Manager, presented Ordinance 2026-01.

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

MOTION

Commissioner Springfield MOVED to pass Ordinance 2026-01 on second reading. The motion was SECONDED by Commissioner Jon DePreter.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE IV OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR

REVISED PROVISIONS TO THE 1977 CITY EMPLOYEES' RETIREMENT SYSTEM; PROVIDING FOR GENDER NEUTRAL TERMINOLOGY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Springfield, DePreter, Garris, Blonder, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

8.A.2. Ordinance 2026-12: Amendments to St. Augustine Police Officer's Retirement System (M. Breidenstein, Assistant City Manager)

Meredith Breidenstein, Assistant City Manager, presented Ordinance 2026-12.

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

MOTION

Commissioner DePreter MOVED to pass Ordinance 2026-12 on second reading. The motion was SECONDED by Commissioner Cynthia Garris.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE VI OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REVISED PROVISIONS TO THE ST. AUGUSTINE POLICE OFFICERS RETIREMENT SYSTEM; PROVIDING FOR GENDER NEUTRAL TERMINOLOGY; CORRECTING THE NAME OF THE POLICE OFFICERS' BENEVOLENT ORGANIZATION; PROVIDING FOR FORFEITURE OF FUNDS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST.

AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: DePreter, Garris, Springfield, Blonder, Sikes-Kline

NAYES: XXXXX

MOTION APPROVED UNANIMOUSLY

8.A.3. Ordinance 2026-08: Amending an existing Planned Unit Development (PUD) at 24 Cathedral Place and the corner of Charlotte and Treasury Streets (A. Skinner, Planning and Building Director)

Amy Skinner Planning and Building Director, reviewed Ordinance 2026-08.

Mayor Sikes-Kline clarified that the variations were the change in use from office building to hotel, and alcohol sales.

Ms. Skinner replied that the change of use was changing; however, the existing Planned Unit Development (PUD) allowed alcohol sales, which would continue.

Ex Parte Communication:

(None)

Ellen Avery-Smith, Rogers Towers Law Firm representing the applicant, outlined the details and other changes in the PUD and introduced the team members representing Kanti Patel with Kasam Hospitality, Inc., which were Mike Koppenhafer, Fisher Koppenhafer Architecture and Interior Design, Freemont Latimer, Landscape Architect, Marquis, Latimer, and Halback, John Regan, Regan Strategies, and Les Thomas Architect.

Mike Koppenhafer, Fisher Koppenhafer Architecture and Interior Design, discussed the architecture of the project noting the existing conditions, overview of the proposed plan, building heights, context elevations, and renderings of the proposed structure.

Freemont Latimer, Landscape Architect with Marquis, Latimer and Halback reviewed the streetscape and landscaping for the project.

Commissioner Garris asked if the streetscape improvements would begin at Cathedral Place and end at San Marco Avenue.

Mr. Latimer replied the the street upgrade would be the entire street.

Commissioner Garris asked if shade trees could be planted instead of Palm Trees, as she felt those would not provide adequate shade on the street.

Mr. Latimer replied that he supported the idea of adding shade trees; however, in an urban environment the soil volume would not allow enough room for the roots to grow. He stated Palm Trees thrived under constrained soil conditions, which was why the Phoenix Sylvestris was selected, plus it would add shade.

Ms. Avery-Smith added that in the PUD public benefit section, the details were provided regarding the improvements at Anderson Circle and the details about the \$464,640 contribution for the complete street, which would be paid to the City within ninety (90) days after approval by the City Commission.

Commissioner Blonder said it seemed that most plants being used were non-native plants, and she advocated to have native plants used as much as possible. She said non-native plants consumed more water than native plants. She questioned the impacts being made at Anderson Circle and if there would be any historic impacts to the area.

Mr. Latimer replied that no changes were being proposed to Anderson Circle. He added the design would be coordinated with the City and the Florida Department of Transportation (FDOT). He said any modifications would take place on the

existing street and the brick would stop at the curb line as Cathedral Place would be asphalt, and so would the FDOT intersection at the Bridge of Lions, which allowed that to be a natural stopping point. He said no designs were developed but the applicant agreed to contribute one third of the cost.

Mayor Sikes-Kline asked how the PUD text explained the 'Anderson Circle to be coordinated with the City of St. Augustine (COSA) plus FDOT projects' as noted on the plant schedule.

Ms. Avery-Smith replied that the PUD narrative on page fifteen (15), outlined the idea, along with the 33% contribution to the City for the improvements. She added on page sixteen (16), the text explained the mobility fees, along with the contribution of \$464,640 for the "complete street".

Mayor Sikes-Kline said what she did not see explained was the coordination with FDOT and the City.

David Birchim, City Manager, commented that this memorialized the applicant's commitment and changes to Anderson Circle may not be needed; however, FDOT had to be informed as this was their right-of-way.

Mayor Sikes-Kline clarified that the City did not anticipate any future modifications to Anderson Circle.

Mr. Birchim replied that changes were anticipated, and if changes occurred, this committed the applicant to participate financially in one-third of the cost. He added this would not take place until almost all construction was complete and the road reconstruction was permitted. He thought it was too soon for his discussion as there were many factors associated with it.

Mayor Sikes-Kline advised that specific details were not needed, but a commitment was and should be in the PUD text.

Isabelle Lopez, City Attorney, pointed out in the PUD text stated "if FDOT and the City were ready to reconfigure Anderson Circle concurrently with the Project's streetscape improvements", then it explained how the project would be cost shared.

Mayor Sikes-Kline understood the financial aspect was clearly outlined in the text; however, reiterated that nothing was formally written to memorialize the preservation of the historic feature.

Ms. Avery-Smith pointed out that the text stated "if FDOT and the City were not ready to reconfigure the Anderson Segment, the owner would make improvements" and questioned the historic feature that should be preserved.

Mayor Sikes-Kline replied that Anderson Circle was a historic feature and it should be preserved as much as possible without inhibiting anyone.

Mr. Birchim said that was the goal. He said it was preferred not to have modifications to Anderson Circle, but it was a possibility and if necessary, the City would coordinate with FDOT, and the owner would participate financially.

Ms. Skinner clarified it was her understand what was being referred to was the actual right-of-way of Charlotte Street. She said it was the City's right-of-way from Cathedral Place that was between Trade Winds Lounge and Anderson Circle. She explained it was divided into three sections from the entrance of the project, which was adjacent to Anderson Circle, and not part of the right-of-way, then from the entrance on Charlotte Street and north towards Treasury Street, where the project fronts and then the intersection from Charlotte Street to Treasury Street to Avienda Menendez to finish the streetscape design. She said those were the three sections and then applicant was responsible for maintaining the streetscape design from Treasury adjacent to the project.

Mayor Sikes-Kline stated that it was a broader scope of the project and her concern was Anderson Circle and modifying it to accommodate the two-way street from Cathedral Place.

Ms. Skinner replied that the intersection improvements had changed over the past two years and FDOT did not want to impact Anderson Circle.

Commissioner Springfield commented he thought the confusion was that the street was named Anderson Circle and the park land was also named Anderson Circle. He asked if the applicant was referring to the street or the park land.

Ms. Avery-Smith suggested clarifying the PUD text by adding Anderson Circle right-of-way.

Commissioner Blonder felt that the word 'refigure' implied that modifications were going to be made.

Mayor Sikes-Kline agreed and noted that it made it seem that it was referencing the historic Anderson Circle.

Mr. Birchim understood the concern and explained that it was not the park land that may be reconfigured but the street.

Mayor Sikes-Kline reiterated the park land did not need to be touched. She requested to have language that clarified the difference between the right-of-way and the park land.

Ms. Avery-Smith advised that the 'right-of-way' would be added.

Commissioner DePreter said this did not allow the applicant to create the design but would commit them to help financially.

Mr. Birchim replied that was correct, and this was public right-of-way; therefore, the design would be done by the City.

Ms. Avery Smith commented that the native plants that were on the plant

schedule shown were approved by the Historic Architecture Review Board (HARB) and were required in this architectural style. She asked if the Commission was allowed to overrule the use of native plants without having to obtain further approval from HARB.

Ms. Lopez replied that the Commission could not. She said the plants approved were to achieve architectural and historic features that would have been in traditional courtyards. She said if the plants were to change, it would require the applicant to return to HARB to update the landscape language.

Commissioner Blonder replied that she did not want to make the applicant return to HARB for revisions, but wanted to come to a compromise, which could be achieved through the irrigation design with either low flow timers or something similar to help reduce the irrigation making it as minimal and effective as possible. She said if native species could be added, she would request that they would.

Mr. Latimer said in honor of water conservation month, he advised that the applicant would commit to using drip irrigation to have water directly at the roots.

John Regan, Regan Strategies, provided a brief overview of the public benefits. He highlighted the following topics:

- Publicly available parking
- Trash Compactor for area businesses
- Charlotte Street Streetscape, Landscape and Utilities
- Maintain and protect the "Historic Exchange building"
- Increased tax revenue

Commissioner Blonder followed up about the design of the lighting. She said in the spirit of the dark sky initiative, she wanted the lighting to be focused downward.

Mr. Latimer replied that a downside to the historic fixtures was that they "acorn" or

distribute light. He said there were new fixtures that had the same appearance, which direct light down.

Commissioner Blonder asked if those fixtures would be used.

Mr. Latimer replied that they would use what could be approved of by the City and he hoped it was the fixture with the historic appearance with the light-emitting diode (LED) controlled light.

Commissioner Blonder supported the lighting suggestion and recommended it to the rest of the commission.

Commissioner Springfield commented that it was a benefit that the hotel would have parking; however, he thought parking would be reduced as it was a parking lot. He asked how many parking spaces would be open to the public once the garage was built.

Troy Belvins replied that the current parking lot consisted of sixty-two (62) parking spaces and the parking garage would increase the amount of parking spaces to 155.

Commissioner Springfield replied that parking may not be available to the public if the hotel was full and employees were on site. He understood that would not happen often but if it did, there would not be any public spaces.

Mr. Belvins said at the other hotels owned by the applicant, there were seventy-two hotel rooms with the same number of parking spaces that took care of the staff and hotel guests.

Mayor Sikes-Kline reiterated that the question was that parking available for public use.

Mr. Belvins replied that parking spaces would be available to the other hotels in the area but could vary daily.

Public hearing was opened, and Commissioners heard comments from the following members of the public:

- Susan Phillips
- Isabelle Renault
- Shane Sheltra
- Dave Chatterton
- John Valdes
- Joseph Cravin
- Melinda Rakoncay
- Phil McDaniel
- Paul Thompson
- Mike Davis
- Diane Marovitz
- BJ Kalaidi

Ms. Avery-Smith clarified that the owner would be using his own money for the project and any minor deviations to the PUD would have to be reviewed by the City and a public hearing would have to take place.

Commissioner Springfield said at the first hearing, there were questions regarding whether the hotel would be a five-star luxury hotel. He asked if it had been confirmed that the hotel would be five-star hotel in three years.

Ms. Avery-Smith replied that it would be and the brands and flags that were being discussed were shown in the presentation in the 'public benefit' section.

Mayor Sikes-Kline asked if the materials that would be used such as real wood, were written in the PUD text.

Ms. Lopez advised that it was specified on the HARB approval orders, to include the materials and details.

Commissioner Blonder echoed the concerns mentioned by Ms. Rakoncay regarding the vibration monitoring. She said she experienced damage to her house with other construction projects, and this was in a much more historic area. She requested very strict perimeters, not just

monitoring the vibrations. She requested that to be included in this project.

Mayor Sikes-Kline questioned how that could be memorialized.

Ms. Avery-Smith said the PUD text page fourteen (14) identified the construction method outlined in section U. She advised that the PUD text stated, "owner would engage a professional engineer to monitor vibration from the project to ensure that nearby buildings were not impacted".

Commissioner Blonder agreed that she had read that; however, she wanted to have more concrete numbers.

Mayor Sikes-Kline clarified that they wanted to have criteria that indicated the level of vibration result in a stop work order.

Commissioner Blonder said state code identified the generally accepted practices and limits in certain types of environments including the type of substrate. She felt that criteria should be applied and enforced.

Ms. Avery-Smith said that were changes being made to the PUD text from prior discussions, and they could add that the professional engineer monitoring the work had the ability to stop the work in coordination with the staff.

Commissioner Blonder said there had to be an enforcement tool, and suggested it be based on state standards.

Ms. Lopez said that there were guidelines noting that it was based on the adjacent structures. She said if the applicant wanted, they could add it would be based on current best practices based on the adjacent structures.

Mayor Sikes-Kline pointed out there was a coquina structure adjacent to the property, and vibration levels were important.

MOTION

Mayor Sikes-Kline MOVED to APPROVE the PUD with the following modifications as outlined:

- **Page 14 subsection U Construction Method: add enforcement tool and the ability for the engineer to stop work and information for current best practices based on the materials of adjacent structures**
- **Subsection 3 V Public Trash Compactor: typographical error to correct the word "shall"**
- **Page 15 subsection 5 D: clarify that Anderson Circle referenced was the right-of-way of Anderson Circle**
- **Only reconfiguring would be on the road on the right-of-way of Anderson Circle**
- **Native Plants where possible consistent with the HARB order**
- **Low flow irrigation, also known as, drip irrigation**
- **Downward facing lightning as consistent with the HARB order**

The motion was SECONDED by Commissioner Garris.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 1.06 ACRES OF PROPERTY LOCATED AT 24 CATHEDRAL PLACE (PID #197160-0000) AND CHARLOTTE STREET (PID #197200-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO AMEND ITS CURRENT PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION ADOPTING A NEW PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Sikes-Kline thanked HARB, PZB, staff, the Kanti Patel family, and the community. She supported the project and knew the type of work Kanti Patel did in the City. She said promises could be made in PUD, but it was the follow-through that mattered and Mr. Patel was true to his word, and she was very appreciative of that. She said this project preserved a very important structure and helped to create a more beautiful streetscape that was pedestrian friendly. She said this added parking for employees and agreed that the hospitality infrastructure needed to be elevated and felt this would do just that. She understood the streetscape would change but knew cities changed.

Commissioner Springfield agreed with BJ Kalaidi and Mike Davis that money was needed in order preserve historic buildings. He thought a five-star hotel would be able to bring in the financial needs that were needed to preserve the Exchange Bank building and keep it here for many more years to come. He was happy to have local developer working on the project. He expressed his concern about how expensive it was to enjoy the City and even harder for those on a fixed income. He said five-star hotels were positive for the City as new people with higher financial means but could impact the locals. He appealed to the business owners, and pointed out businesses were earning income, which helped maintain City streets, and the police and fire departments. He said the City offered discounted parking for locals to enjoy the downtown establishments; however, no other benefit was offered to locals. He thought the St. Augustine Business Association could offer discounts to locals. He said he was in support of the project, but he saw what could happen in the future.

Commissioner Garris thanked everyone who came to speak on the project. She said she went to the other hotels owned by Mr. Patel and felt a five-star hotel would be a benefit to the downtown area for several

reasons. She said the Commission approved the changes to reduce parking on Cathedral Place and felt the hotel parking garage would help provide more parking in the area. She thought residents did not come downtown to avoid traffic more than parking. She supported the project and felt the designs shown were excellent.

Commissioner DePreter said he had followed this project since he was on the Planning and Zoning (PZB) Board and when he first saw the project, thought it was a great idea and ambitious. He said this was very smart infill development and this made sense especially from a planning standpoint. He said the economic benefits were centered in the downtown area, plus there was mobility and a historic building was being preserved. He said the PUD was well vetted and any issues discovered were fixed with the assistance of staff and the citizen boards. He felt the PUD was successful due to the City's review process and he was very supportive of the project.

Commissioner Blonder explained that she was consistent when it came to PUDs. She said this was a PUD that she could support as it was a well-vetted application and the applicant had been responsive to the changes as requested. She said the level of details were high and a great use of infill development. She was pleased that a local developer was doing the project as he understood the values of the City. She said she supported the project with the provisions as noted.

Mayor Sikes-Kline corrected her ex-parte communication and advised she met with John Regan regarding the project.

VOTE ON MOTION:

AYES: Sikes-Kline, Garris, DePreter, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY¹

¹ Break from 7:47p.m.-8:00p.m.

8.A.4. Ordinance 2026-09: Vacate Right of Way, 81 Magnolia Drive (S. Slaughter, Utilities and Public Works Director)

Commissioner DePreter recused himself.²

Stephen Slaughter Utilities and Public Works Director, reviewed Ordinance 2026-09.

Public hearing was opened, and Commissioners heard comments from the following members of the public:

- BJ Kalaidi

MOTION

Commissioner Springfield MOVED to pass Ordinance 2026-09 on second reading. The motion was SECONDED by Mayor Sikes-Kline.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, VACATING, DISCONTINUING AND ABANDONING THAT CERTAIN PORTION OF AN UN-NAMED, UNOPENED ALLEYWAY LOCATED WITHIN THE CITY LIMITS OF ST. AUGUSTINE ON PROPERTY KNOWN AS 81 MAGNOLIA DRIVE, PORTIONS OF LOT(S) 4, 5, 6, 7, 8, and 9, BLOCK A, CAPO'S ADDITION, ANASTASIA, LOCATED WITHIN THE CITY LIMITS OF ST. AUGUSTINE AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Springfield, Sikes-Kline, Garris, Blonder

² Recusal form attached to original minutes.

**NAYES: NONE
MOTION APPROVED UNANIMOUSLY**

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2026-13: Vacate Right of Way, 3560 N. Ponce De Leon Blvd, Prado Ave (S. Slaughter, Utilities and Public Works Director)

Stephen Slaughter Utilities and Public Works Director, reviewed Ordinance 2026-13.

Commissioner DePreter asked for clarification on the owners of the parcels as the property appraiser listed two different names.

Mr. Slaughter replied that the property was owned by the same individuals but with different corporation names

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2026-13 on first reading and moved to second reading. The motion was SECONDED by Commissioner DePreter.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, VACATING, DISCONTINUING AND ABANDONING

THAT CERTAIN PORTION OF PRADO AVENUE LOCATED WITHIN THE CITY LIMITS OF ST. AUGUSTINE AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Commissioner Garris asked why the property was being vacated.

Mr. Slaughter replied that this was an unimproved right-of-way and it would allow the owner to improve it for the betterment of the public. He added that the right-of-way to the north and south were also vacated.

VOTE ON MOTION:

AYES: Sikes-Kline, DePreter, Garris, Springfield, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

9.B.1. Resolution 2026-08: Planning Dept. Procedures for Processing Applications (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, reviewed the Resolution.

Mayor Sikes-Kline felt this was to clarify to property owners what took place in the legislature with Senate Bill 180.

Ms. Lopez replied in the affirmative. She said it felt as some applicants were treated differently at different times but that was not a choice by the City as this was currently the state law.

Commissioner Springfield questioned if the resolution was needed as a job requirement.

Ms. Lopez replied it was not; however, the intent was to help the public understand how code was applied at this time and knowing it could be applied differently six months from now. She said this would be helpful to property owners and was more transparent.

Commissioner Springfield commented he was in support.

MOTION

Mayor Sikes-Kline MOVED to pass Resolution 2026-08. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, DePreter, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

10.A. Request to review the Model Land Company National Register Historic District Nomination update finalization draft (J. Courtney, Historic Preservation Officer)

Julie Courtney, Historic Preservation Officer, reviewed the Model Land Company National Register Historic District updates and the benefits for being a contributing historic district. She advised on May 7, 2026, a review would be conducted by the state.

Commissioner DePreter asked if the homeowners of the fifty-five new contributing structures were notified.

Ms. Courtney replied that the Historic Architecture Review Board (HARB) asked for contact to be made at the October meeting and a letter was sent out in early November. She said a public meeting was held to help them understand what it meant to be a contributing structure and to know what it meant by being in a National Register Historic District.

Commissioner DePreter asked what type of feedback was received from the public meeting.

Ms. Courtney replied that around twenty people were in attendance, and it was well received by the homeowners. She said there seemed to be a lot of support and there were no related concerns or objections to the update.

Commissioner DePreter said he thought that was positive and felt it was good that the homeowners knew their status.

Commissioner Springfield asked how homeowners could find out if they were contributing structure.

Ms. Courtney replied that the update was very thorough and it had been posted online.

Commissioner Springfield stated he was asking for general knowledge for anyone wanting to know.

Ms. Courtney replied that list was easily able to be provided if requested.

Commissioner DePreter was in support of the update since the homeowners had been alerted and were in favor of it.

Ms. Courtney requested a letter of support, if the Commissioner was in favor of the update.

Mayor Sikes-Kline said she was willing to draft the letter of support and was stunned at the amount of structures that had been lost. She said it was incredible to have seven National Register Historic Districts in the City. She asked how many Historic National Landmarks were in the City.

Ms. Courtney replied that there were five individual National Historic Landmarks and then the Town Plan.

Mayor Sikes-Kline thanked Ms. Courtney for the work being done in the City as it was not unnoticed.

There was Board consensus to provide a letter of support for the Model Land Company National Register Historic District update.

10.B. Consideration to Revert Granada Lot to Paid Parking (J. Perkins, Community Services Director)

Jaime D. Perkins, Community Service Director, reviewed the presentation for consideration to revert the Granada Parking lot back to a paid lot after changes took place during Nights of Lights (NOL). She identified that the revenue that could be recovered was approximately \$83,624.

Commissioner Springfield said he knew someone who had applied for a workforce permit and was told it could be a month before receiving an answer. He asked if those who had applied could receive a permit prior to a change.

Ms. Perkins replied she would look into this but did not feel a reason this could not happen. She said there were two workforce permits holders currently, and the lot functioned as a workforce parking lot.

Mayor Sikes-Kline asked if the request was for already submitted applications not new applications.

Commissioner Springfield replied in the affirmative.

Commissioner Garriss felt this would be a great idea if the cost for parking was posted. She said the additional revenue could help offset some of the burden from the tax revenue. She asked parking on Sundays could start later for people wanting to attend church.

Mayor Sikes-Kline asked if she wanted the paid parking to start later than 1:00p.m. on

Sundays. She noted it was pay-by-plate from 1:00p.m.- 9:00p.m.

Ms. Perkins stated that about two years ago, the Commission had voted on the paid parking times and on Sundays it would be after 1:00p.m.

Commissioner DePreter asked for clarification regarding administrative control over the lot. He said if approved, it would allow staff to make changes for seasonal reasons or as needed.

Ms. Perkins replied in the affirmative and said that if there were changes, it would happen during peak times like Nights of Lights.

Mayor Sikes-Kline said she was very supportive of the change and at first, she was disappointed that the lot was not being utilized by the workforce but later understood that most shifts began at 4:00p.m., which did not align with the workforce parking hours allowed within the permit. She said it made sense to change the approach and revert it back to a public paid parking lot.

Mr. Birchim commented that he felt the inventory was just as valuable as the income.

MOTION

Mayor Sikes-Kline MOVED to APPROVE the changes as presented and allow staff to make administrative changes for seasonal flexibility. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION:

AYES: Sikes-Kline, Blonder, Garris, DePreter, Springfield

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

11. ITEMS BY CITY ATTORNEY

11.A. 2026 End of Legislative Session Update (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, provided an update on the 2026 Legislative session. She noted the City was prohibited for making policies regulating greenhouse gas emissions. She said the prohibition of Diversity, Equity, And Inclusion (DEI) bill passed, and a decrease of funds to the Clerks of Courts for fine & forfeiture funds, which decreased the amount of money paid to the City. She said if changes were to be made to a state park, it would require a local hearing. She said there were some other changes to criminal bills and the sovereign immunity increased, which could result in an increase to the City's insurance with the Florida League of Cities. She noted a couple planning bills, such as window glazing requirements, were able to be minimized limiting the negative impacts on historic properties. She added that a bill passed allowing building inspections by private providers, private firms, and virtual inspections.

Commissioner Garris asked for more explanation on the bill regarding building inspectors.

Ms. Lopez replied there had been an ongoing process at the state level deregulating and taking away local building officials' authority. She said it used to be that inspections could only be done by local building officials; however, state law had changed over the past few years allowing private inspectors to be used.

Commissioner Springfield said this was similar to trees as a private arborist could be used.

Ms. Lopez replied in the affirmative.

Mayor Sikes-Kline said she appreciated the update and the hard work done throughout the year to provide the updates and answer their questions. She asked if

another legislative session was going to take place.

Mr. Birchim stated a session for redistricting and a meeting regarding the budget had not been determined.

12. ITEMS BY CITY CLERK

12.A. Request for Two (2) Appointments to the Lincolnville Redevelopment Area Steering Committee (LCRA) (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, request two appointments to the Lincolnville Redevelopment Area Steering Committee (LCRA). She said the positions were advertised and four applications were received. She said Kenneth McClain was a current LCRA member and eligible for reappointment, she said the other applicants were Gail Eubanks, Aaron Jockers and Eamon Doran.

MOTION

Mayor Sikes-Kline MOVED to reappoint Kenneth McClain to the LCRA Board. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

Mayor Sikes-Kline said a ballot would be used on the remaining open seat.

Ms. Galambos explained the ballots were public record and to only select one candidate.

Commissioner Springfield asked if priority should be given to City residents

Ms. Galambos replied that priority was given to residents.

Commissioner Garris asked if all the candidates were City residents.

Mayor Sikes-Kline noted that all addresses were listed on the applications.

After the ballots were tallied, Ms. Galambos announced that the second LCRA Board member with a four to one vote was Eamon Doran.

12.B. Request for Two (2) Appointments to the Historic Architectural Review Board (HARB) (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, requested one appointment to the Historic Architectural Review Board (HARB) and one appointment for an alternate position. She said the alternate position required an applicant to be a former HARB member. She said Paul Weaver applied for the alternate position and Michael Blake was qualified for the open position.

Mayor Sikes-Kline stated Michael Blake was an architect, which was one of the requirements for the Board.

MOTION

Mayor Sikes-Kline MOVED to select Michael Blake as the HARB member and Paul Weaver as the alternate HARB member. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

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

Darlene Galambos, City Clerk, announced that after those appointments there were two positions open, one on the Planning and Zoning Board (PZB) and one on the Corridor Review Committee (CRC).

13. ITEMS BY CITY MANAGER

(None)

14. Items by Mayor and Commissioners

Commissioner Garris stated the parking lot on Hypolita Street was for workforce

parking only. She said she had heard that it was not being utilized well.

Mr. Birchim replied that was the Toques Lot and it was sold out.

Commissioner Garris said she had been told that many businesses had concerns about customers not being able to come to their store for lack of parking in the area.

Mr. Birchim replied that the lot was for businesses and no longer open to the public.

Commissioner Garris understood that permits were purchased but questioned if the lot was being filled.

Mr. Birchim replied that lot was filled on and off. He said sometimes it was used by workers but often it was not.

Commissioner Garris asked if part of the lot could be a paid parking lot so customers could patronize the business in the area.

Mr. Birchim replied that he would need to look into it as the businesses had purchased those spaces. He said he would speak with mobility to see if the lot could be hybridized.

Commissioner Blonder thanked the mayor and her fellow commissioners for their support of the different environmental and conversation initiatives and the support of Jen Lomberg, as the first recipient of Red Cedar Award for Environmental Impact. She emphasized that it was very important to the community, sustainability, and quality of life to do the best we could to improve our environmental challenges

Commissioner Springfield commented that Sarasota County was suing the state as they were finding 'state overreach' and thought his case should be monitored for an outcome. He said the Red Cedar Impact Award recipient set a high bar. He said in 1960 he was able to see the Milky

Way Galaxy, and it was unable to be seen now. He said it was very important to keep the dark sky and there was Dark Sky Park in Florida and encouraged people to visit. He requested an update on the Drop-In Day Center to understand what was taking place there.

Mr. Birchim replied in the affirmative.

Mayor Sikes-Kline congratulated Melissa Wissel on her award and looked forward to attending the State Tourism Breakfast where the awards were given.

15. Adjournment

There being no further business, the meeting was adjourned at 8:50 P.M.³

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

³ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, April 27, 2026

The City Commission met in formal session Monday, April 27, 2026, 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
Jaime D. Perkins, Director, Community Services
Melissa Burns, Director, Finance Department
Melissa Wissel, Director, Communications
Jon Marston, Chief, St. Augustine Police Department
Alex Barrera, Sergeant, St. Augustine Police Department
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

MOTION

Commissioner Jon DePreter **MOVED** to approve the Regular Agenda. The motion was **SECONDED** by Mayor Sikes-Kline and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

3.A. Presentation of the 2026 City Commission Citizenship Awards to:

Greta Millard: St. Augustine High School

Amelia Drysdale: St. Augustine High School

3.B. Proclamation 2026-15: Proclaims April 2026 as the Month of the Military Child (C. Garris, City Commissioner)

3.C. Certificate of Recognition 2026-03: Recognize and honor Ms. Inez J. McDonald for her remarkable generosity, enduring service, and profound love for this community, and extend to her our deepest gratitude and admiration. (N. Sikes-Kline, Mayor)

3.D Poetry Month Poetry Reading, Dr. Ann Browning Masters, City of St. Augustine Poet Laureate (M. Wissel, Communications Director)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

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:
•May 8, 2026, 9:00AM, Special City Commission Meeting Workshop
•May 11, 2026, 3:30PM, Special City Commission Meeting Strategic Plan and CIP
•May 11, 2026, 5:00PM, Regular City Commission Meeting

CA.4 APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:
•March 9, 2026, 5:00PM, 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: NONE.

CA.8 License for Use of City Right-of-Way: E. San Carlos Avenue (I. Lopez, City Attorney)

CA.9 Authorizes execution of the annual Nights of Lights operating agreements between the City of St. Augustine and Old Town Trolley Tours. (C. Sakryd, General Services Director)

CA.10 Quarterly Report: 2nd Quarter FY 2025-2026 (I. Lopez, City Attorney)

END CONSENT AGENDA

5.A. Additions, deletions or modifications to Consent Agenda

(None)

5.B. Approval of Consent Agenda

MOTION

Mayor Sikes-Kline MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Jim Springfield.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, DePreter, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

(None)

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

(None)

10. Staff Reports and Presentations

10.A. Annual Comprehensive Financial Report for Fiscal Year 2025 (M. Burns, Financial Services Director)

Melissa Burns, Financial Services Director, presented the Annual Comprehensive Financial Report (ACFR) for Fiscal Year (FY) 2025.

Commissioner Springfield stated having zero findings in the audit was extraordinary and commended the City as that was exceptional.

Commissioner Garris thanked Ms. Burns for providing the report as it was important information.

Commissioner DePreter thanked Ms. Burns for the report.

Commissioner Blonder pointed out several items of interest in the report. She said the demographic tables shown identified that the population had increased within the City by 17% and in the County by 33% over the past ten years, which was twice the growth rate in the City. She said the unemployment rate for 2025 was almost the exact same as 2016, which was significant to note as people were still able to find employment during times of economic hardship. She thanked Ms. Burns and staff for their hard work.

Mayor Sikes-Kline echoed her fellow commissioner's comments and commended Ms. Burns on a job well done.

MOTION

Mayor Sikes-Kline MOVED to ACCPET the Annual Comprehensive Financial Report for Fiscal Year 2025 as presented. The motion was SECONDED by Commissioner DePreter.

VOTE ON MOTION:

AYES: Sikes-Kline, DePreter, Garris, Springfield, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10.B. Dining with Dignity Pavilion Operations and Phase II Update (J. Perkins, Community Services Director)

Jaime D. Perkins, Community Services Director, provided an update on the Dining with Dignity Pavilion Operations. She highlighted the following:

- 62% increase in attendees for dining than when at the Granada Lot
- Two bike racks have been installed, with four more to be installed in the upcoming week
- Barbeque grill installed with approval from City Fire Marshall, Abby Pedigo

Ms. Perkins advised that the shower and laundry services were being developed and was part of Phase I. She said both

services were complicated and required dedicated service providers to help manage the operations. She said for Phase II, staff was drafting a Memorandum of Understanding (MOU) to move forward with a potential partnership with University of Florida (UF) Health St. Johns Care Connect also known as the Continuum of Care. She stated once the MOU was ready, she would return to the Commission for feedback and approval.

Commissioner Garris stated she was on the Board of Home Again, and there were several concerns. She said the water pressure was weak and requested a work order for this to be remedied. She stated that laundry and showers would be implemented as part of phase I. She said if both could not be implemented, then one or the other should be. She said a security guard was on site most of the time and Jessica Rojas, City Community Outreach Specialist, was not. She felt there would be many volunteers, as she had spoken to local churches that were interested in helping with the different services. She said as hurricane season was approaching, she wanted people to feel welcome and not be turned away when in need of shelter. She asked for this to start sooner than later as it would be a benefit to those in need. She asked for a projected timeline for when the other services would begin.

Ms. Perkins replied that the water pressure issue had been addressed with providing a secondary water hose. She said the water pressure was what was allowed by the City meter. She said City staff helped to maintain the site with pressure washing and that was not the intent of the water hoses on site. She said those were available to help keep the site clean in between times and wash down the tables. She said Jessica Rojas, City Community Outreach Specialist, attended Dining with Dignity on certain days and when she was not on site, she was providing other outreach services to the community. She said the plan was to have the laundry and

shower services available as soon as possible; however, both services presented challenges as there were risks associated that needed to be evaluated. She said the plan was to have the services available by the end of this calendar year.

Commissioner DePreter questioned if there was paid City staff on site. He said from his understanding, nonprofits and other organizations were being asked to help with the maintenance and administrative services.

Ms. Perkins replied that the City provided security services by Giddions, when Dining with Dignity was open. She said Ms. Rojas was working directly with this programming, but Dining with Dignity was a small piece of the services she provided to the community.

David Birchim, City Manager, commented that the City had one staff member and the security guard; however, all other aspects of Dining with Dignity were done by volunteers.

Commissioner DePreter felt that was a great way to have "buy-in" from the community. He said he appreciated being very deliberate with the showers and laundry services with establishing the proper procedures from the beginning. He added he was pleased to hear that services were not replicated on days where they were offered elsewhere. He said this was to provide services to those in need as it could increase their self-worth and assist them with integrating back into society. He thanked Ms. Perkins for the work being done.

Commissioner Springfield thanked Ms. Perkins for the update. He stated he understood there was a liability for the City especially with the shower aspect, and he felt volunteers could not be asked to help with that service. He questioned whether a survey had been completed by the participants to understand how many would utilize the services

Ms. Perkins said a formal survey had not been conducted; however, feedback from the participants made her believe the services would be well used and a service that was necessary.

Commissioner Springfield encouraged Ms. Perkins to do conduct a survey. He said Ms. Rojas' position was new and was primarily to help those in the downtown area, and he felt it had made a remarkable difference. He said this was a great service to the City and was necessary. He said there were many organizations in town that could be very helpful. He noted the City was working with Continuum of Care and they were the primary hub for organizations. He said he would rather expand the services slowly than do it wrong.

Mr. Birchim commented that there were only two shower stalls on site, male and female.

Commissioner Blonder said after a long international flight, a hot shower was the highlight of her day. She stated she could only imagine how revitalizing that must be for someone experiencing homelessness. She felt the commission and the City had shown a tremendous amount of compassion and the City invested a lot in this program and was working to make a difference. She thanked Ms. Perkins for the update and those who were volunteering to help transform lives.

Mayor Sikes-Kline thanked Ms. Perkins for providing the report. She said Ms. Rojas was on site but pointed out that she had a variety of tasks to do. She noted that case management could be complicated as every individual had intense needs and were in unique situations. She advised that some work orders had been submitted and those were being accomplished. She said her main concern was the promises made to themselves and the community and she thanked Ms. Perkins for working through those and encouraged her to continue. She understood the

implementation of the showers could be complicated but expressed the need to have the laundry facility operational as soon as possible. She felt this was work in progress and good learning experience. She said having the MOU with Continuum of Care would develop a partnership that would make more service available to the community. She asked that thanks be given to Ms. Rojas, as she put her heart into her work.

Commissioner Garris apologized to Ms. Perkins, as she understood this was newly under her guidance. She asked for clarification on the number of bathrooms and showers.

Ms. Perkins replied that there were two showers with a bathroom in each and a bathroom at the back for staff or volunteers.

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

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

Darlene Galambos, City Clerk, reminded the Commission about the positions, one on the Planning and Zoning Board and one on the Corridor Review Committee. She said applications were still being accepted for both.

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, announced that under the guidance of Chief Aviles, the City Fire Department had been providing mutual aid to neighboring counties and assisting with the forest fires. He said they were ready to provide aid when requested.

14. Items by Mayor and Commissioners

Commissioner Garris was concerned with the web pages shown about St. Augustine and the horses, as it felt unsafe and the comments defaming the mayor or any commissioner for not agreeing with them was unacceptable. She felt it should be investigated by the State Attorney. She said this was a safety issue and no one should be targeted.

Mr. Birchim replied that the Police Department and City Attorney could review materials presented and once more information was gathered, each commissioner would be contacted to discuss options.

Mayor Sikes-Kline stated she was not intimidated by the materials shown. She said it was disturbing but felt it was part of being an elected official and was a part of social media. She said they knew their intentions and they were there to do the best they could for the community. She agreed it should be investigated.

Commissioner DePreter expressed his gratitude for the addition of bike racks on the Anastasia Island side of the Bridge of Lions. He said they were very convenient and felt they would be well used. He said he attended the employee recognition day and the volunteer luncheon. He felt it was refreshing to see all the employees and the volunteers who donated their time to the community and appreciated their dedication to the Boards they served on. He said he got to visit the University of Florida's Marine Research Center and felt this was a very exciting thing to have in community.

Commissioner Springfield thanked everyone for keeping them informed about things that were happening as it allowed them time to do their own research. He apologized for not attending the volunteer appreciation luncheon.

Commissioner Blonder discussed her trip to Aviles, Spain as she was invited and able to participate in the Easter weekend events. She said the historical tours helped her to understand and realize how deep the connections were between the two cities and the importance of maintaining a relationship. She informed the public that this was a 50-50 trip as Flagler College had a newly signed Memorandum of Understanding (MOU) with the University of Oviedo, and she was there to help with that program. She said four students from the University would be attending Flagler College in the fall. She said the Mayor of Aviles was deeply committed to education. She said the college paid for her airfare, and the City of Aviles hosted them with dinners, a soccer game, and hotel costs. She said the cost to taxpayers was minimal. She said she was able to connect two scientists together, one at the Whitney Laboratory for Marine Bioscience in Marineland, Florida and the other at the BIOPARC Aquarium in Gijón, Asturias, Spain regarding the highly endangered Kemp's Ridley Sea Turtles.

Mayor Sikes-Kline apologized for missing the volunteer luncheon as she was attending the Continuum of Care meeting where she was elected to be a Board member. She said she was looking forward to working with them. She said the Point in Time (PIT) report was completed, which was the census for homelessness. She requested the City Manager to have a presentation scheduled on the findings as it was very important. She said Juan Merediz, a sailor from Spain, was hosted at the Marina before his solo voyage back. She thanked Melissa Wissel, Communication Director, Corey Sakryd, General Services Director, the City Manager and the Harbormaster for helping him feel welcome during his brief stay. She requested to invite Mayor Mariví Monteserín Rodríguez, Yolanda Alonso Fernandez, Cultural Officer, and their attaché to be the honored guest during this year's Nights of Lights, Light up Night! She said Spain played a pivotal role in helping

us gain our independence. She informed them this would be a budget item and that would be discussed in the future.

There was consensus on extending the invite Mayor Mariví Monteserín Rodríguez, Yolanda Alonso Fernandez, Cultural Officer, and their attaché for Light Up Night!

Mayor Sikes-Kline she said it had been an honor and pleasure to serve as Mayor and Commissioner; however, she would not running for reelection.

15. Adjournment

There being no further business, the meeting was adjourned at 6:49P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

City Commission Special Meeting Monday, May 11, 2026

The City Commission met in formal session on Monday, May 11, 2026, at 3:30 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
Melissa Burns, Director, Finance
Jon Marston, Police Chief, City Police Department
Elyse Wiemann, Senior Recording Secretary

2. General Public Comments

The Commissioners heard from the following members of the public:

- BJ Kalaidi

3. MID-YEAR BUDGET UPDATE

3.A. Mid-Year Budget Update (M. Burns, Director of Finance)

Melissa Burns, Finance Director, provided an update on the Mid-Year Budget for fiscal year (FY) 2026.

Commissioner Jim Springfield asked for further explanation on what Cultural and Recreation expenses were considered.

Ms. Burns replied that Recreation would include parks, park maintenance, and some events, and Culture included mostly events.

Commissioner Springfield said it seemed that West Augustine was overspending, but that was because the City provided startup capital and they would reimburse those funds.

Commissioner Barbara Blonder said she was pleased to see the expenses were below budget. She asked if there was a plan to help mitigate the rising cost of fuel.

Ms. Burns said fuel prices were being monitored closely.

Commissioner Blonder said she did not want services to be decreased due to escalating cost.

Commissioner Jon DePreter said he was pleased that the expenditure was lower than expected.

Mayor Sikes-Kline thanked Ms. Burns for the update. She said the budget was

moving in a positive direction as we move into the last half of the year.

4. STRATEGIC PLAN REVIEW AND DISCUSSION

4.A. Strategic Plan Review and Discussion (D. Birchim, City Manager)

David Birchim, City Manager, reviewed the Strategic Plan, and said it was the blueprint for the City's future and identified how resources were allocated to achieve the City's goals. He noted the themes of the Vision Plan were Livability, Authentic Character, Resiliency, and Vitality, and the plan contained eleven objectives to achieve the City's goals. He said this year the Strategic Plan had to be updated to reflect a new state law, which prohibited local governments from expending money on anything related to diversity, equity, and inclusion (DEI). He said he identified the DEI references that had to be removed and advised that if any other adjustments, additions or deletions were needed, it could be discussed. He said the updates would be presented in the summer.

Mayor Nancy Sikes-Kline clarified that only the update would be the removal of DEI language.

Mr. Birchim replied that was correct as the Strategic Plan had been updated two years ago. He said the DEI language was throughout the plan, and those updates would be presented when updated. He said the update was to comply with state law.

Mayor Sikes-Kline questioned how the process would be implemented. She asked if the core value regarding DEI would be removed.

Mr. Birchim replied it would be removed. He said there was language in the plan that referenced 'diversity' that could be replaced with another that would not violate state law.

Commissioner DePreter asked if there were any financial impacts of removing the DEI language.

Mr. Birchim replied that there was not a financial impact, but the City did offer training for "Building Beloved Communities" that was centered on cultural education. He said that would no longer be available during annual training sessions. He said other than that, there was nothing directly tied to the budget other than the values throughout the Strategic Plan. He added that it was unfortunate that the language had to be removed and hoped one day it could be included again.

Commissioner Cynthia Garris asked if equality in the workplace was allowed.

Isabelle Lopez, City Attorney, replied that anything related to federal law was valid. She said what this removed was any DEI initiatives that were not required by federal law. She said discrimination based on race, gender, sex, religion etc., would remain; however, no official action could be taken in any form that would trigger the state definition of DEI, which was broad. She said the City would continue to comply with federal law.

Commissioner Garris asked if the classes offered by Pastor Marks, which aimed at bringing people of diverse backgrounds together, were considered DEI and would no longer be available, would employee who felt they were being discriminated against or had a complaint be addressed.

Ms. Lopez replied in the affirmative.

Commissioner Springfield felt this was another example of state overreach by not allowing money to be spent as the City saw fit. He said he took a lot of training through human resources, which helped teach about discrimination. He said he was disappointed this training would no longer be available as he thought it helped

employees understand the subtle ways discrimination could take place.

Ms. Lopez commented that it was implicit bias training that would not be allowed.

Commissioner Springfield added that he hoped these types of training would still be made available to those hiring new employees otherwise, he felt there would be an increase in lawsuits and an intrusion into the hiring process due to discrimination.

Commissioner Blonder said the following words would be eliminated:

- Diversity
- Equity
- Inclusion
- Climate Change

Commissioner Blonder was concerned about the overarching goals or objectives in the Strategic Plan being affected. She said not being able to adopt a 'net zero' initiative, which was sustainability. She felt there should be an increase to the Conservation Acquisition program, as it was one of the best ways to maintain resiliency and sustainability.

Mayor Sikes-Kline said she benefited personally and as an elected official from the diversity training she experienced. She said that training was life-changing, and she deeply regretted this would no longer be available. She understood the Plan had been updated recently, but after receiving feedback, she thought we had to be mindful of spending funds on Conservation Acquisitions and prioritize the spending of funds on additional drainage and stormwater within the City. She said it did not have to be added but it should be incorporated as an action item. She felt additional language should be added to the section on Education and Community, concerning the economic and cultural ties to Spain and our Sister City. She said under Partnerships Affordable Workforce Housing and Homelessness, as of now

nothing had taken place with affordable housing; however, felt the language should be kept. She stated there should be key performance indicators since the Drop-In Day Center was established and it was a major initiative for the City. She felt that there should be a goal specifically for that topic, as it would be an important component for resiliency, livability, and quality of life for the City as well as the economic vibrancy. She noted under 'Archeology Program and Historic Preservation' the building operation and maintenance of the new archeology center should be included.

Commissioner DePreter agreed that the language regarding resiliency and drainage needed to be added and the City's largest physical problem was mobility.

5. CAPITAL IMPROVEMENT PLAN UPDATE

5.A. Capital Improvement Plan Update (S. Slaughter, Utilities and Public Works Director)

Stephen Slaughter, Utilities and Public Works Director, reviewed the Mid-Year Capital Improvement Plan for fiscal year 2025-2029. He provided details for each individual project, including the project status, construction cost, and the projected start and end dates.

Mayor Sikes-Kline questioned the coloring associated with the map for the Paving Management program.

Mr. Slaughter explained that each color was for a year the streets were planned for completion and the green on the map indicated the streets paved during FY2014-FY2023. He said this map was able to be viewed online and was interactive.

Mayor Sikes-Kline asked if there was an estimated cost for the Collier Heights lift station.

Mr. Slaughter replied that Lee and Ervin Street had a lift station and the for the expansion, the existing gravity sewer would be used; however, for the Collier Heights Gravity Sewer project, a new wastewater lift station would have to be purchased, which cost mover \$1million dollars for the station only, not including the other items that went with it.

Commissioner DePreter said he was pleased that Inlet Drive was close to completion and thanked them for the work on that project. He asked for further explanation on the South Davis Shores project to help tidal flooding.

Mr. Slaughter said the basins collected stormwater and those discharged to the river. He said at that point, the tidal was triggered. He said tide check valves, which would allow the rainfall driven water to flow to the river and during King Tides or Nor'easters, the vast majority of the water would not back up through the check valve and on to the street.

Commissioner DePreter asked if that was part of the general check valve system or was it separate.

Mr. Slaughter confirmed it was a separate project; however, similar techniques would be implemented. He said the culverts would need to be replaced.

Commissioner DePreter asked if there was a plan to help with the tidal flooding that could take place in the near future.

Ms. Slaughter said the City was always trying to improve the rainfall driven flooding and tidal flooding. He said other than what was included in the CIP, he did not have any other information available. He added that staff continuously looked for outfalls at a particular elevation that could be susceptible to tidal flooding. He stated the Poinciana Avenue Utility Improvements and the Sevilla Brick Roadway & Utility Improvements both had a stormwater aspect associated with it. He said many

projects were not focused on one singular utility.

Commissioner DePreter questioned the status of the Lighthouse Park project.

Mr. Slaughter stated that project was paused. He said the City had reached out to the neighborhood several years prior and had a meeting about introducing gravity sewer to the area; however, they received mixed feedback. He said staff looked for alternative solutions since, but those were not septic tanks nor gravity sewer. He said right now the neighborhood has a low-pressure sanitary sewer system and that was being built out as properties had failing septic tanks and wanted to switch to a pressure system.

Commissioner DePreter asked about the St. Johns River-to-Sea Loop.

Mr. Birchim replied that would not be included; however, he could provide details about the state project, but it was not in the City CIP and not funded by the City.

Commissioner Garris asked for clarity about the Lake Maria Sanchez project as it had been an ongoing project.

Mr. Slaughter said this project would be completed in two phases. He said the design for phase one was underway. He said the design improvements for King Street were being incorporated into this project to have them work better together. He said Phase 1 included Cordova, Granada, and Bridge Street stormwater improvements, and Phase 2 would include the pump station on the south end of Lake Maria Sanchez and the wall.

Commissioner Garris stated she was concerned about the sidewalks on South Whitney, Anderson Street, and South Dixie Highway. She asked what progress had been made for that to into construction.

Mr. Slaughter replied there were 29 more easements that had to be obtained.

Commissioner Garris said the septic to sewer program in West Augustine should be kept as there was a vast need for this service in the area.

Mr. Slaughter replied this program was in active operation.

Commissioner Blonder inquired about the Back Bay Feasibility Study and the cost benefit analysis.

Mr. Slaughter replied that there had been several reviewed designs and each had a benefit cost study and each design came back at less than one on the benefit cost, which meant no action would be taken based on the rules in place by the Army Corp of Engineers.

Commissioner Blonder felt the funds used on this project was money well spent. She said approximately \$52 million dollars plus was being spent or in the process of planning on being used for resiliency. She pointed out the vast majority of those funds were grants and not money from local taxpayers.

Mayor Sikes-Kline supported continuing the septic to sewer program as it was a crucial need in the community. She said not having septic tanks could help increase the number of affordable houses in West Augustine. She thanked Mr. Slaughter for the 136 connected to sewer with the improvements on Lee and Ervin Street. She mentioned that a bond for the Fire Department would be made in the future and suggested including the 1-million-dollar cost of the lift station needed for the Collier Heights project. She said there were two items that were not considered Utilities and Public Works but were a part of the CIP, which were the Drop-In Center Phase 2 and the Archeology Center.

Mr. Birchim replied those two items were not paid for by Utilities and Public Works.

Mayor Sikes-Kline stated that even though they were not paid for by the Utilities and

Public Works, they were included in Capital Improvement Plans that the City had. She said with that bond the City would obtain, she felt the Fire Station, Drop-In Center Phase 2, Archology Center, and the Collier Heights project could be included. She felt there was a need to be more aggressive since Affordable Housing was very important.

Mr. Birchim commented that when obtaining a bond, project funds could not be mixed. He suggested if this was a budgetary request, the funds could be found in other ways. He said bonding for the Fire Station, the Middleton Archology House, and the Drop-In Center Phase two would be heard in August 2026.

Mr. Slaughter stated that the lift station for Collier Heights was only one aspect of the project. He said the other aspect was gravity sewer, which had a estimated cost of \$450 per linear foot.

Mayor Sikes-Kline said the critical component was the lift station and that could be acquired first. She said since the affordable housing project was not done on the 82 acres on Holmes Boulevard, she felt they still should be mindful and responsible.

Commissioner Blonder added that it was not just affordable housing, but water quality by switching from septic to sewer.

6. ITEMS BY MAYOR AND COMMISSIONERS

Mayor Sikes-Kline asked Mr. Birchim to explain what happened at the meeting with the Department of Transportation (DOT) regarding King Street Bridge.

Mr. Birchim replied that they met with the DOT District Chief in Green Cove Springs regarding various DOT projects that were scheduled or ongoing. He said the King Street Bridge rehabilitation was in progress and on schedule. He said the construction widow was indicated to be seven months,

and they hoped that this would extend the life of the bridge by ten years.

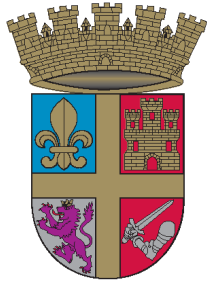
7. Adjournment

There being no further business, the meeting was adjourned at 4:38P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

Whereas, the Declaration of Independence was adopted on July 4, 1776, by the Second Continental Congress, declaring that all human beings possess natural rights to life, liberty, and the pursuit of happiness; and

Whereas, the Congress deliberated Thomas Jefferson's draft for nearly three days, removing and revising passages, yet preserving the enduring principle that "all men are created equal," thereby elevating equality to a defining political ideal that has inspired generations to demand justice; and

Whereas, for 250 years, the Declaration of Independence has inspired people in the United States and around the world to reflect upon the meaning of a nation founded on fairness, equality, and self-government; and

Whereas, on July 8, 1776, Colonel James Nixon publicly read the Declaration outside Independence Hall, after which it was proclaimed throughout the colonies in public squares, churches, and before both military and civilian audiences; and

Whereas, commemorations of Independence Day have evolved over time, from speeches honoring the Founding Fathers to modern observances with picnics, athletics, and fireworks, while the legacy of the Declaration endures in civic traditions such as public readings and constitutional observances; and

Whereas, the Declaration of Independence has served as a model for movements around the world seeking freedom and self-determination, and its principles continue to inspire those who strive for liberty;

Whereas, at an appointed hour on July 4, citizens across the nation are encouraged to gather in public squares, civic spaces, institutions, and communities to read aloud the Declaration of Independence, reaffirming our shared commitment to its ideals.

NOW THEREFORE, the City Commission of the City of St. Augustine, Florida, hereby proclaims July 4, 2026 as the **250th Anniversary of American Independence** in the City of St. Augustine and this observance shall serve as a unifying act of remembrance and reflection, honoring the courage of those who first declared independence and renewing the principles of liberty and equality for future generations..

IN WITNESS WHEREOF, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 9th day of September in the year of our Lord two thousand twenty-four and the four hundred and fifty-sixtieth year of the founding of St. Augustine, the Nation's Oldest City.

2025-30

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: June 8, 2026

RE: Consent Agenda—Strategic Plan Revisions

The City's Strategic Plan is attached here for your review and discussion. This plan guides city staff during planning, budgeting and spending.

Senate Bill 1134 was recently signed into law, and this requires us to remove any reference to the term "diversity". We have removed all references to "diversity" from the Strategic Plan. This included removing the Objective titled "Diversity in the Workforce". Based on our discussion at the May 11, 2026, Special Meeting, we have also added detail to many of the remaining "Objectives" of the plan.

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

Sincerely,



David Birchim
City Manager



Strategic Plan

City of St. Augustine

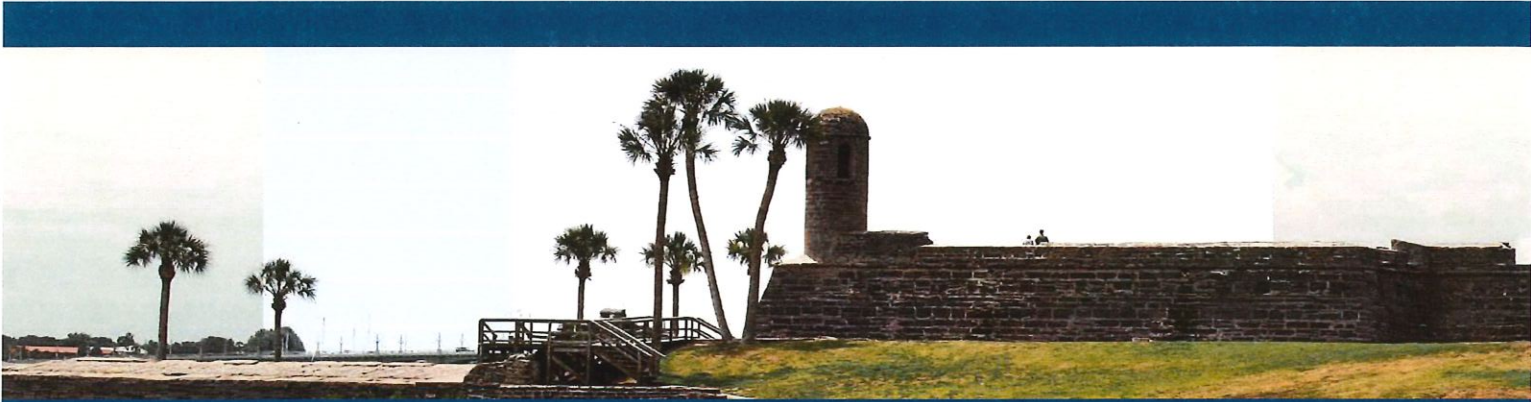


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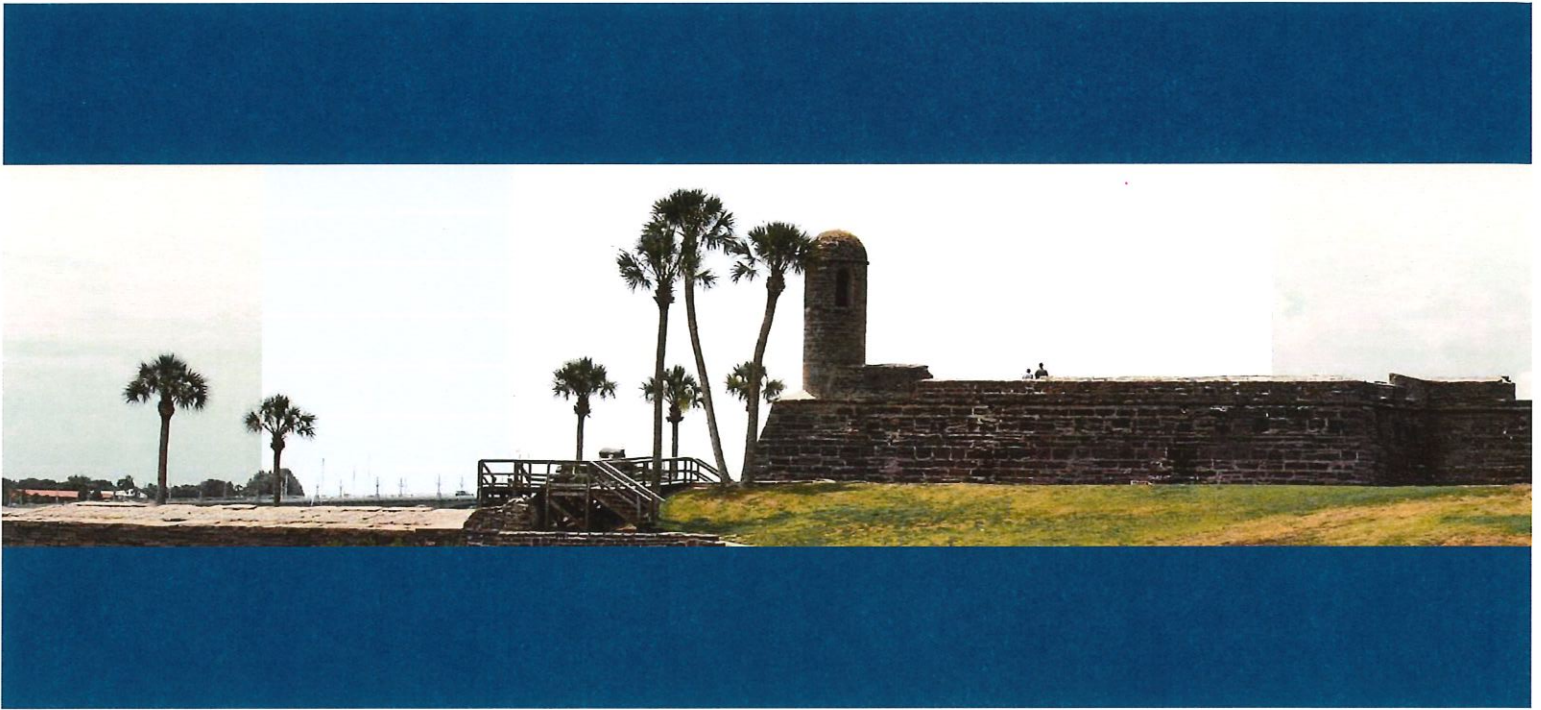


Purpose

The purpose of strategic planning is to integrate the visioning statement into the City of St. Augustine strategic plan, create our mission statement, and define our guiding principles and core values. The implementation of a strategic planning process provides the following: the development of a multi-year plan to drive the budget process, and a work plan and system of accountability to maintain on-task performance by the organization.

As stated throughout the visioning process and city commission meetings, staff has refined the strategic plan elements into functional areas that define our priorities. These elements are updated annually by the City Commission and include regular updates that evaluate progress on each of the major objectives. The strategic plan provides a current outlook of projects and initiatives as well as provides the Commission and community a 5-year outlook addressing and considering future directions and needs.

The elements of the Strategic Plan include the vision, mission, guiding principles, core values, goals and objectives. These elements were developed by the City Commission and set direction for City staff. Staff responds to this direction with annual initiatives established through the budget process and status updates, including key performance indicators, that are reported to the St. Augustine residents and the City Commission throughout the year.



Our Vision

St. Augustine will be a livable, authentic waterfront city that builds upon its rich history and environment to create a distinctive community character founded on a healthy and vibrant economy, a vibrant mix of people and experiences and a valuing of its natural assets.

Our Mission

To provide exceptional service that meets the expectations of our residents and cultivates civic engagement and proactive planning that preserves and enriches our community's character for generations to come.



Guiding Principles

- **High-performing** governance at all levels.
- **Conservative** long-term financial planning.
- **Balance** across all sectors of the community, especially between residential quality of life and the tourism economy.
- **Transparency** and accessibility of local government.
- **Fierce** protection and preservation of architecture, cultural elements and the environment.
- **Committed** to actualizing the vision.
- **Collaboration** with our community ensures success.



Core Values

- Our **employees** are the most critical element to deliver our mission and vision and deserve utmost respect. Many of these employees take great personal risk to keep us safe and healthy.
- **Honesty, integrity, respect, compassion, empathy** and **sympathy** guide our actions.
- **Customer service** is everything.
- We embrace **innovation** and **creativity**.
- **Preservation** and **resiliency** are considered in every decision.

Goals of the Strategic Plan



LIVABILITY

The City of St. Augustine is a safe and pleasant place to live where the experiences and services that make life enjoyable and rewarding are accessible. The intent of this theme is that St. Augustine be an even more desirable place to live by offering the full range of experiences that make a city highly livable.

AUTHENTICITY

The City of St. Augustine has protected its rich layers of history while adding to those layers as a living and dynamic community, which is fully engaged in today's world. The intent of this theme is that St. Augustine remains a work, live, play city that is multi-generational and culturally vibrant and that will manage change while also protecting its distinctive features.

CHARACTER

The City of St. Augustine has protected its historic physical character by maintaining its built scale, its architecture, its intensity and density of uses, and its natural environment. It has also maintained and strengthened its social and cultural character through continued development as an arts and culture hub, a culinary destination, and a small town of both historical and architectural depth. It is the intent of the Vision Plan to protect, retain or enhance those features of the city (be they natural, built or human) which make St. Augustine a historic and distinctive community.

VITALITY

It is the Vision Plan's intent to enhance the level of economic activity in the City of St. Augustine so as to encourage the development of existing and new entrepreneurial economic drivers, maintain and restore a rich and healthy physical ecosystem, and support a vibrant group of people who find St. Augustine home.

Objectives of the Strategic Plan

- *Infrastructure Planning & Construction*
- *Mobility Planning & Construction*
- *Zoning & Building Code*
- *Resiliency*
- *Sustainability*
- *Arts, Education & Community*
- *Enhance our partnerships to affect change in affordable/workforce housing and homelessness*
- *Proactive planning to preserve our downtown character*
- *Event Planning and Management*
- *Historic Preservation & Archaeology*





Objective: Infrastructure Planning & Construction

To assess our infrastructure, update and prioritize capital improvement plans (CIP), create financing strategies and move the plan into systematic construction. The primary focus has been in water, sewer, road and stormwater systems, including water and wastewater treatment plant facilities.

Key Performance Indicator:

The implementation of our 5-year Capital Improvement Plan

Changes reported against the 2015 baseline assessment

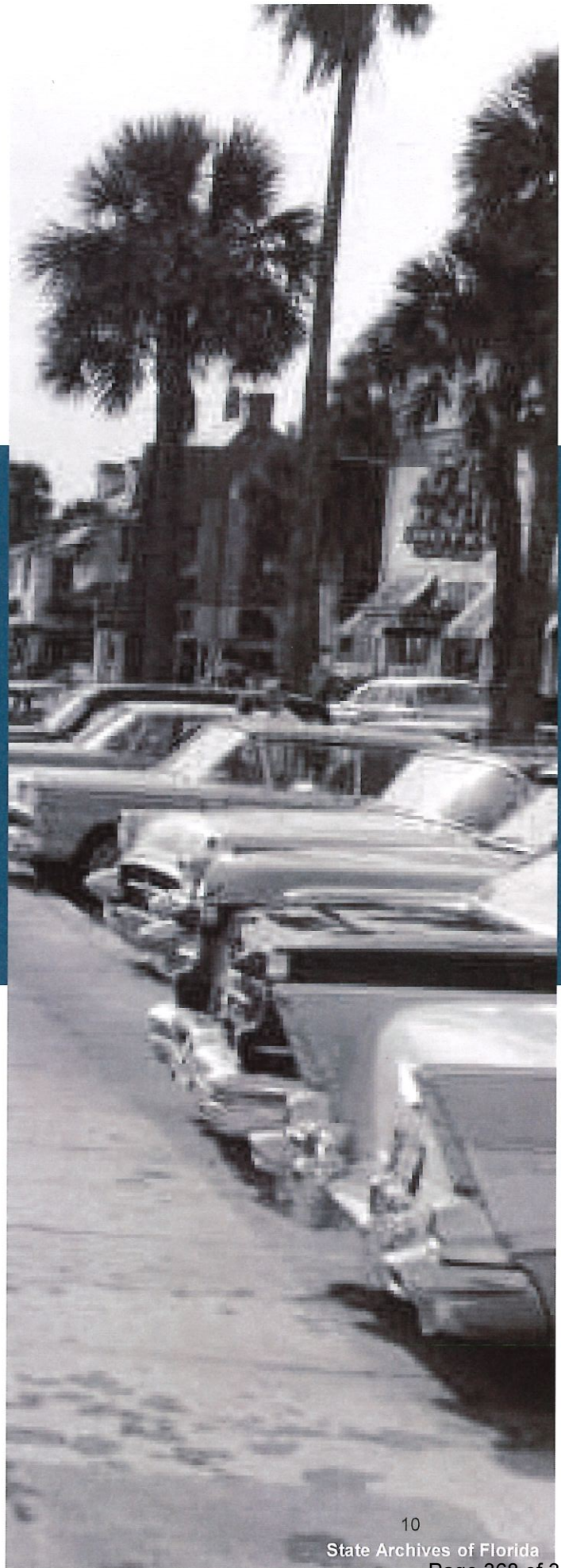
Objective: Mobility Planning & Construction

To implement the mobility and growth plan developed due to the rise in congestion caused by growth of our regional population and increased tourism. Residents are increasingly frustrated by traffic congestion, lack of parking, and a decrease in “livable” quality. This is a long-term commitment to urban improvement with no easy solutions.

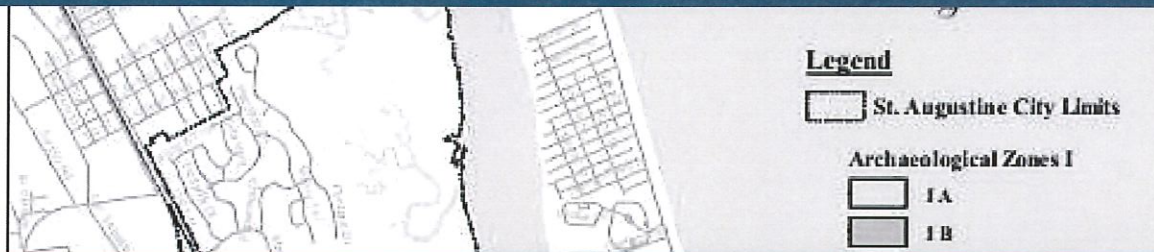
Key Performance Indicator:

*Implementation of the
Transportation and Parking
Master Plan*

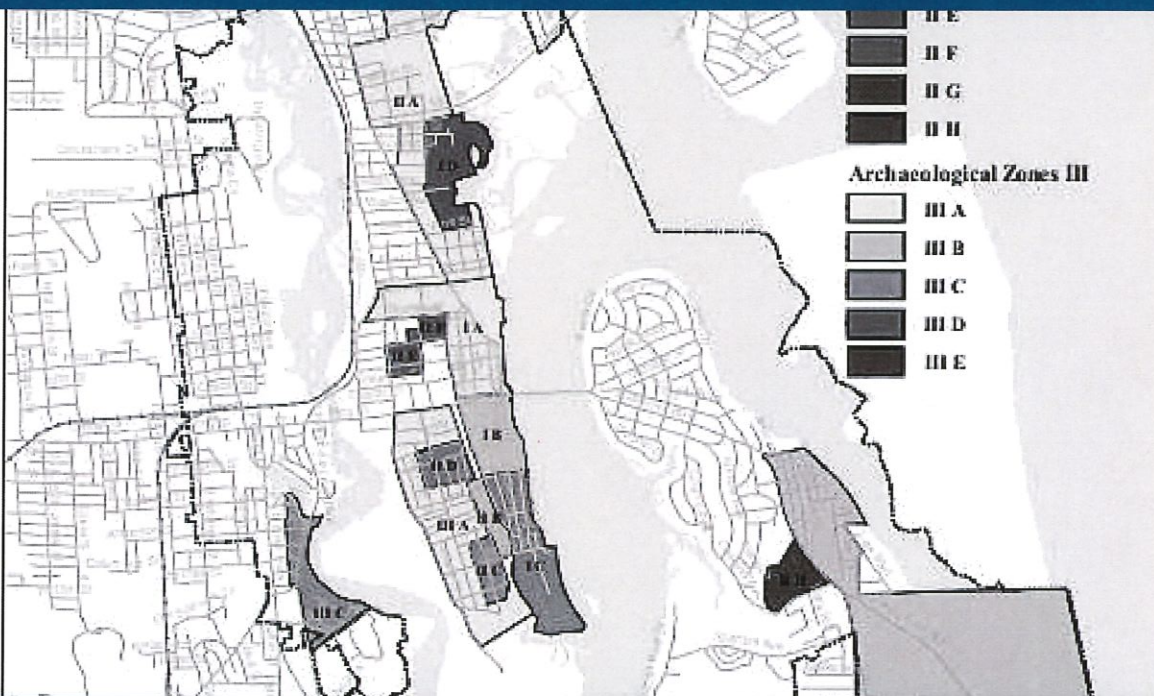
*Implementation of the Mobility
Plan*



Objective: Zoning & Building Code



To preserve the character of St. Augustine. The current effort encourages resident and business participation in a planning efforts to redefine the future of the City and its unique neighborhoods and entry corridors.

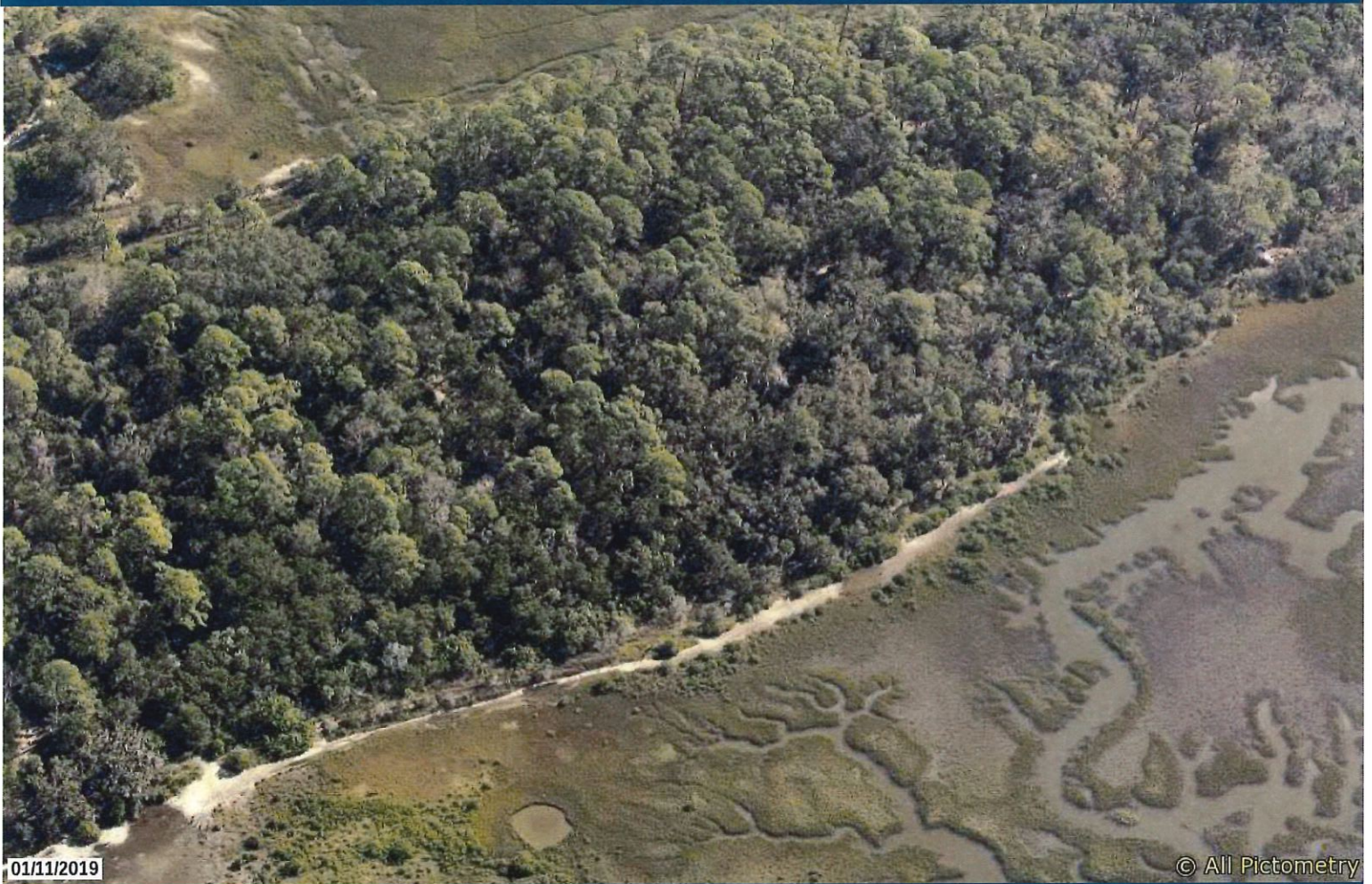


Key Performance Indicator:

Continued review of zoning & building code

Objective: Resiliency

To develop City values that lead to resilient strategies that will help us to face the challenges of sea-level rise



01/11/2019

© All Pictometry

Key Performance Indicators:

The inclusion of resilient strategies in the planning of each capital improvement plan project implemented by the City.

Continued acquisition of conservation lands within the City.

Objective: Sustainability

To develop City values that lead to sustainable practices that will help to reduce our carbon footprint.



Key Performance Indicator:

The inclusion of sustainability strategies in the planning of each project implemented by the City. To provide resources for our residents so that they can also implement sustainability strategies.

Objective: Arts, Education & Community

To be a more integral part of the community's rich arts and cultural scene. The City would like to play a more active role in the development of art and cultural programs that will educate both our residents and our visitors. This includes the support of the relationship with our Sister Cities and with the strategies outlined by the University of South Florida.



*Key Performance Indicators:
Support of the Preservation St. Augustine Institute
Support of the La Florida Project
Continued Relationships with Our Sister Cities*

Objective: Enhance our partnerships to affect change in affordable/workforce housing and homelessness

To ensure that all of St. Augustine's residents have the basic necessities of life. This is a long-term commitment that includes coordination to support the creation of affordable housing for our residents, treating all with dignity and respect and the continuous education/recognition of the needs of our homeless population.



Key Performance Indicator:

*Contract with the St. Augustine Society
Support of Home Again St. Johns
Development of Drop-In Center*

Objective: Proactive planning to preserve our downtown character

Collaboration between residents, business owners, visitors and the City to preserve the downtown character and ensure that all can enjoy a safe, social, enjoyable, high-quality atmosphere.



Key Performance Indicator:

Downtown crime statistics and incident volume

Objective: Event Planning & Management



To continually evaluate the City's special event policies along with mobility solutions that will facilitate the success of events held on public property in such a way that events will not place undue burden on City services, residents and businesses but rather enhance the livable nature of the City and help to move the City's other strategic objectives forward.

Objective: Historic Preservation & Archaeology

To continue to foster the outreach, education and advocacy for the protection of and long-term preservation of the community's architectural and cultural resources for future generations



Key Performance Indicator:

Continued implementation of priorities identified in the 2018 Historic Preservation Master Plan.

Construction and operation of a new archaeology center.



Strategic Alignment

This plan sets the high-level policy direction for the City of St. Augustine. It is supported by various other management tools and plans which include the following:

- *Comprehensive Plan*
- *Capital Improvement Plan*
- *Historic Preservation Master Plan*
- *Vision Plan, 2014 and Beyond*
- *Strategic Adaptation Plan*
- *Citizen Survey Results*
- *Annual Budget*
- *Revenue Manual*
- *Stormwater Master Plan*
- *Floodplain Management Plan*
- *Coastal Vulnerability Assessment*
- *Water Main Improvements Plan*
- *West Augustine Water Sewer Plan*
- *City Drinking Water Facilities Plan*
- *Infrastructure Baseline Assessment*
- *St. Augustine Mobility Framework*
- *Transportation and Parking Master Plan*



Revision Dates

This plan was developed by the City Commission and is updated regularly at public meetings. Any changes are made as directed by the City Commission.

Versions of this Strategic Plan have been updated as follows:

August 2015

April 2016

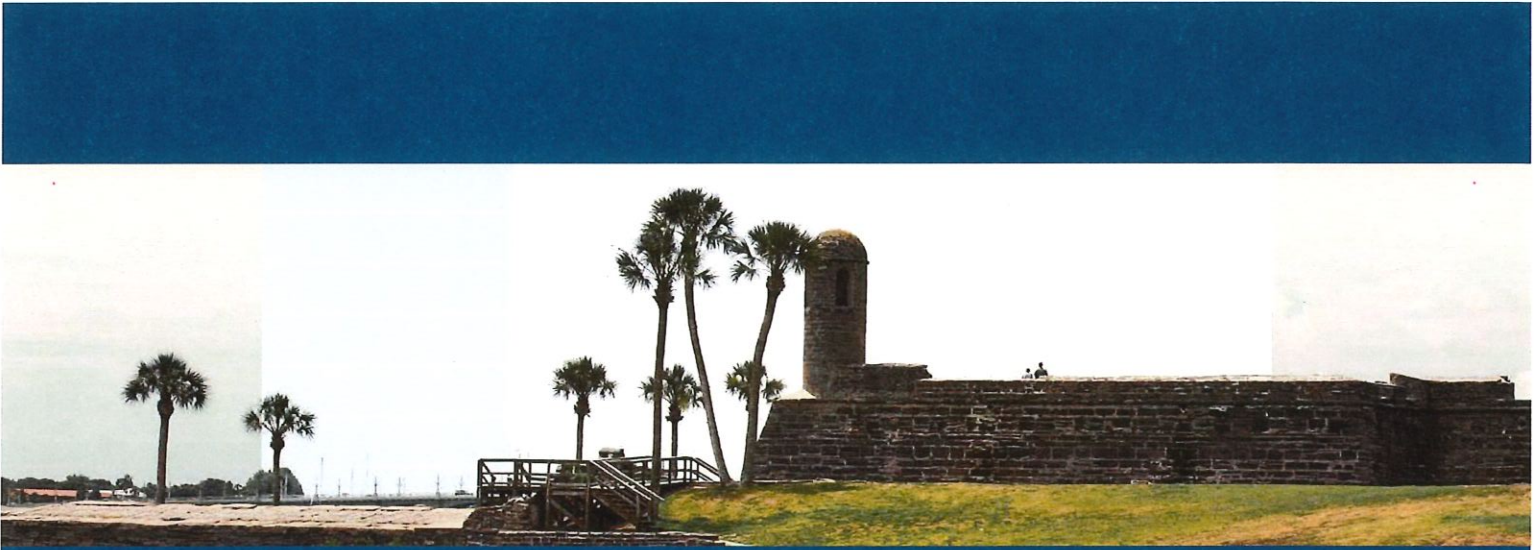
April 2018

April 2019

September 2020

May 2024

June 2026



Conclusion

Throughout the year, staff will monitor the implementation of this plan and report back to the residents of the City of St. Augustine. Resources are allocated through the budget process to support the plan and staff will also continue to identify initiatives and performance measures to support the objectives in this plan.

St. Augustine City Commission

Nancy Sikes-Kline, Mayor

Barbara Blonder, Vice Mayor

Cynthia Garris, Commissioner

Jim Springfield, Commissioner

Jon DePreter, Commissioner

David Birchim, City Manager



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