



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JANUARY 25, 2021 - 5:00 PM**

1. CALL TO ORDER

- ☐ Roll Call
- ☐ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ☐ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

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

- ☐ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.A.1. Ordinance 2021-01: Amends the General Employees' Retirement System to comply with federal law changes to the mandatory distribution age and correct scrivener's errors. *(D. May, Assistant City Attorney)*

9.A.2. Ordinance 2021-02: Amends the St. Augustine Police Officers' Retirement System to comply with federal law changes to the mandatory distribution age and correct scrivener's errors. *(D. May, Assistant City Attorney)*

9.A.3. Ordinance 2021-03: Amends Article X of the City Charter to correct scrivener's errors and provide gender neutral language. *(I. Lopez, City Attorney)*

9.A.4. Ordinance 2021-04: Amends the Sebastian Inland Harbor Planned Unit Development. *(D. Birchim, Director Planning and Building)*

9.B. Resolutions

9.B.1. Resolution 2021-02: Authorizes the City Manager to arrange for the City Commission or Boards and Committees to utilize hybrid meetings. *(I. Lopez, City Attorney)*

9.B.2. Resolution 2021-01: Approves the City's affiliate membership with the Bartram Trail Conference. (A presentation regarding the Bartram Trail Conference and the recognition of Bartram Trail National Heritage Corridor by Sam Carr, President Bartram Trail Society of Florida will be located on the City's social media please go to the City's website, citystaug.com for more information). *(I. Lopez, City Attorney)*

9.B.3. Resolution 2021-03: Dredging of the Salt Run Channel and Interlocal Agreement. *(J. Piggott, Director, General Services)*

10. STAFF REPORTS AND PRESENTATIONS

10.A. First quarter fiscal year 2021 financial update and proposed budget meeting schedule. *(M. Simpson, Director Finance)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

- 12.A.** Discussion and assignment of commissioners to intergovernmental boards. *(D. Galambos, City Clerk)*
- 12.B.** Request for appointment of two term vacancies for the Lincolnville Community Redevelopment Area Steering Committee. *(D. Galambos, City Clerk)*
- 12.C.** Notification of two upcoming term expirations on the Historic Architectural Review Board. *(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 City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. 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 - JANUARY 25, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON FEBRUARY 8, 2021:

- Ordinance 2021-01
- Ordinance 2021-02
- Ordinance 2021-03

CA.3. Reminder of Upcoming Meetings:

- February 8, 2021, 5pm, regular City Commission meeting
- February 22, 2021, 5pm, regular City Commission meeting
- March 8, 2021, 5pm, regular City Commission meeting

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

- December 7, 2020, Special City Commission Meeting
- December 14, 2020, Regular City Commission Meeting

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

- Aksana and James Priest - 2916 N. 2nd Street
- Ruth Miller and Samuel Lyons - 255 S. Woodlawn Street
- Lender Jones-McDowell and Walter McDowell - 1021 N. Orange Street

CA.6. Order releasing code enforcement lien at 92 Smith Street. *(D. May, Assistant City Attorney)*

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

CA.8. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.9. First Quarter Legal Report. *(I. Lopez, City Attorney)*

CA.10. First Quarter Utilities and Public Works report. *(T. Grant, Utilities Director and R. Franklin, Public Works Director)*

CA.11. Invoice in the amount of \$3,335.00 from Cavendish Partners, P.A. for legal services rendered in December 2020 regarding the Marlowe v COSA matter. *(I. Lopez, City Attorney)*

CA.12. Invoice in the amount of \$2,301.00 from Cavendish Partners, P.A. for legal services rendered in December 2020 regarding the MASCI v COSA matter. *(I. Lopez, City Attorney)*

End Consent Agenda

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 11, 2021

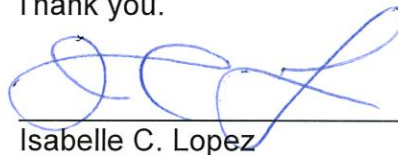
RE: **RESOLUTION 2021-01: BARTRAM TRAIL CONFERENCE**

The Bartram Trail Conference (BTC) is a not-for-profit corporation established in 1976 to locate and mark the route of naturalist William Bartram through eight states including Florida. The BTC encourages the study, preservation, and interpretation of the William Bartram heritage and hosts biennial meetings of members at appropriate locations along the Bartram Trail Corridor. Support of the BTC would be in line with the City of St. Augustine's vision statement for support of historical authenticity and economic activity.

Therefore, please find enclosed Resolution 2021-01 approving the City's affiliate membership with the Bartram Trail Conference, appointing a commissioner to represent the City at events, and authorizing the Bartram Trail Conference organization to use the city seal.

Please place Resolution 2021-01 on the regular City Commission agenda for adoption on January 25, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Resolution 2021-01: Approving the City's affiliate membership with the Bartram Trail Conference.

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA SUPPORTING THE BARTRAM TRAIL CONFERENCE; APPROVING THE CITY OF ST. AUGUSTINE'S AFFILIATE MEMBERSHIP; APPOINTING A MEMBER OF THE CITY COMMISSION AS A REPRESENTATIVE; AND AUTHORIZING THE BARTRAM TRAIL CONFERENCE ORGANIZATION'S USE OF THE CITY SEAL.

WHEREAS, the Bartram Trail Conference (BTC) is a not-for-profit corporation established in 1976 to locate and mark the route of naturalist William Bartram through eight states including Florida; and

WHEREAS, the BTC works to promote interest in developing public access recreational trails and botanical gardens within the corridor of Bartram's route through the individual states and to coordinate a regionally unified effort toward that end; and

WHEREAS, the BTC encourages the study, preservation, and interpretation of the William Bartram heritage and hosts biennial meetings of members at appropriate locations along the Bartram Trail Corridor; and

WHEREAS, to promote the contributions of William Bartram, the BTC is currently seeking National Heritage Area/Corridor status through the National Park Service to designate the trail as the William Bartram National Heritage Corridor, which is set to include recreational facilities, botanical gardens, Bartram specific sites, related historical sites, Bartram heritage cities, visitor centers, and museums. The benefits of such designation are economic, recreational, historical, cultural, and educational; and

WHEREAS, support of the BTC would be in line with the City of St. Augustine's vision statement for support of historical authenticity and economic activity.

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

1. The City Commission hereby endorses and supports the goals and objectives of the Bartram Trail Conference and the work of the Bartram Trail Conference Organization.

2. The City Commission hereby approves affiliate membership to the BTC for the City of St. Augustine. This membership is for the City as an organization and the City Commission shall appoint a member of the Commission as a representative for participation in activities and biennial conferences.

3. Affiliate membership also includes recognition as an affiliate organization on the Bartram Trail Conference Organization's website, print materials, and on any trail maps. Therefore, the City Commission hereby approves use of the City name and seal by the BTC as part of its affiliate membership. The City may terminate its membership upon written notice to the BTC and the BTC has agreed to remove references to the City on its website and in its materials upon termination.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 5, 2021

RE: **ORDINANCE 2021-02: UPDATES TO ST. AUGUSTINE POLICE OFFICERS' RETIREMENT SYSTEM**

Ordinance 2021-02 is an update to the St. Augustine Police Officers' Retirement System incorporating recent changes in federal law and correcting scrivener's errors.

On December 20, 2019, the Setting Every Community Up for Retirement Enhancement (SECURE) Act was signed into law. This federal Act amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code. In order to comply with this law, both the General Employees' Retirement System and the Police Officers' Retirement System must be amended. Additionally, as the ordinances amend pension plan documents, an actuarial impact statement is required by State law. The actuarial impact statement is attached for City Commission review.

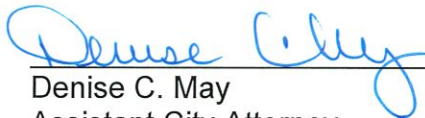
The only change in the plan is the required change of the age for required mandatory distributions from 70 ½ to 72, consistent with changes to the Internal Revenue Code as adopted in the SECURE Act.

The ordinance has been reviewed by the Police Officers' Retirement System Board of Trustees. The Board of Trustees, at the November 18, 2020 public meeting, voted to approve the required changes.

The ordinance is being presented for first reading at the City Commission's January 25, 2021 meeting and will be forwarded to the Florida Division of Retirement prior to the last public hearing, consistent with Chapter 185.35(3), Florida Statutes.

Please place Ordinance 2021-02 on the regular City Commission agenda for first reading on January 25, 2021.

Thank you.


Denise C. May
Assistant City Attorney

Attachment

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

Agenda Title:

Amends the St. Augustine Police Officers' Retirement System to comply with federal law changes to the mandatory distribution age and correct scrivener's errors.

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING PART I, ARTICLE IX, POLICE OFFICERS RETIREMENT SYSTEM OF THE CHARTER OF THE CITY OF ST. AUGUSTINE; AMENDING SECTIONS 9.08 AND 9.11 PROVIDING FOR COMPLIANCE WITH THE SECURE ACT OF 2019; CORRECTING SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; 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 Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the St. Augustine Police Officers' Retirement System to the requirements of the SECURE Act for Required Minimum Distributions; and

WHEREAS, the trustees of the St. Augustine Police Officers' Retirement System of the City of St. Augustine recommend approval of the amendments provided herein as being in the best interests of the participants and beneficiaries; and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, multiple scrivener's errors exist as to internal and external code section references which require correction; and

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

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

Section 1. Amendment to Part I, Article IX, Section 9.02. Part I, Article IX, Section 9.02 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.02. - Definitions.

- (1) "Accrued benefit" shall mean the total monthly benefit which shall have been earned by each member for all years of creditable service of said member as follows:

...

- (b) A member who terminates city employment on or after March 1, 2000 with ten (10) or more years of creditable service may elect a benefit at the rate of two and one-half percent (2.5%) of the member's average final salary for each year of creditable service, subject to the early retirement provisions of Section ~~109~~.08(5).
- (c) A member who terminates city employment after October 1, 2005 with ten (10) or more years of creditable service shall earn a benefit at the rate of three percent (3%) of the member's average final salary for each year of creditable service earned after October 1, 2005. The three percent (3%) multiplier may apply to creditable service earned prior to October 1, 2005, subject to the provisions of Section ~~109~~.08 (7).

...

- (5) "Beneficiary" shall mean any person so designated by a member as provided in section 11 [~~109~~.11]. In the event no designation is made the beneficiary of said member shall be his estate.

...

- (8) "Creditable service" for the purpose of this Act shall mean the total number of years and fractional parts of years of service of any police officer as follows:

- (a) Periods of service as a police officer with the city prior to October 10, 1953, during which the police officer shall have contributed to this system or any predecessor retirement systems (other than the Federal Social Security System) for police officers of the City of St. Augustine. In determining the aggregate number of years of creditable service of any police officer, periods of absence for service in the Armed Forces after initial employment as a police officer, or any leaves of absence authorized by the city shall be added to the years of service as a police officer with the city, provided that credit for such military leave or authorized leave of absence shall not exceed five (5) years. Creditable service shall be granted to any member who is legally entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act, without such member making the contributions required under Section ~~109~~.07(2). Otherwise, the aggregate number of years of creditable service shall mean the total number of years and fractional parts of years of service of any police officer, omitting intervening years and fractional parts of years when such police officer is not employed by the city.
- (b) For members who retire or terminate city employment on or after October 1, 2004, "creditable service" shall also include up to three (3) years of active duty in the U.S. armed forces or full-time employment as a law enforcement officer with another governmental entity prior to employment by the city, purchased by the member in accordance with this paragraph; provided the member has not received and will not receive a benefit from another retirement plan based on such prior employment as a police officer. Such purchased service may not

be used for vesting purposes. An eligible member may purchase creditable service under the system for such prior employment by paying into the fund the full actuarial cost of such creditable service, as determined by the plan actuary. Such payment must be made in full prior to entering the DROP or separation from city employment, whichever occurs earlier. In the event full payment is not made prior to such date, the member shall receive only the amount of creditable service, as determined by the actuary, for which the payment made, excluding interest, is the full actuarial cost. A member purchasing such additional creditable service must also pay the full cost of any actuarial calculations required. Payment for the purchase of creditable service pursuant to this paragraph may be made using any one or a combination of the following options:

1. Cash lump sum payment.
2. Installment payments, plus simple interest at the rate of four (4) percent per annum, deducted from the member's city salary over a period not to exceed five (5) years.
3. Direct transfer or rollover of an eligible rollover distribution from a qualified or eligible plan, in accordance with Section ~~109~~.14.

...

(9) "Contributions" shall mean the amounts deducted from the salary as a member as provided in section 7 [~~109~~.07].

(10) "Disability retirement" shall mean retirement upon the disability retirement rate as provided in section 10 [~~109~~.10].

...

(16) "Service retirement" shall mean retirement upon the normal service retirement date or delayed service retirement date, as provided in section 8 [~~109~~.08].

..."

Section 2. Amendment to Part I, Article IX, Section 9.03. Part I, Article IX, Section 9.03 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.03. - Creation and maintenance of the fund.

The special fund created by this Act shall consist of moneys and assets derived from the following sources:

(1) From moneys and other assets of the "police officers retirement fund" held by the board of trustees of said fund on the effective date of Article ~~I~~X hereof, in pursuance of F.S. ch. 185. The board of trustees of said fund shall take such action as may be required, on the effective date of this Act, to transfer to the trustees of the fund under the system hereby created such moneys and assets.

...

(4) From the funds of the St. Augustine Police Benevolent Association. At such time as Article ~~I~~X hereof, shall become operative and from time to time thereafter, there shall be transferred from the funds of the St. Augustine Police Benevolent Association such amounts as shall be agreed upon by the officers of said association and the board.

...

- (8) The city shall contribute to the plan annually an amount which together with the contributions from police officers, the amount derived from the premium tax provided in F.S. § 185.08, and other income sources will be sufficient to meet the normal cost of the plan and to fund the actuarial deficiency over a period of not longer than forty (40) years. The city contributions shall be deposited on at least a quarterly basis. If the required city contributions for any plan year should exceed five (5) percent of the combined salaries of contributing plan members, the cost of living adjustment provided in Section ~~409~~.12(10) shall not be accrued until the required city contribution for a subsequent plan year equals five (5) percent or less.
- (9) The cost shall be determined by an actuarial valuation of the retirement plan which must be made at least every three (3) years commencing from the last actuarial report of the plan pursuant to F.S. § 185.35~~(1)(h)~~, as amended. Such valuation shall be prepared by an enrolled actuary.

...

Section 3. Amendment to Part I, Article IX, Section 9.04. Part I, Article IX, Section 9.04 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.04. - Board of trustees.

...

- (6) Three (3) trustees shall constitute a quorum at any meeting of the board. Each trustee shall be entitled to one vote in the meetings of the board. At least three (3) concurring votes shall be necessary for a decision by the board. The board shall have the right to dismiss any elected trustee if, after hearing before the members of the system, it is found that the said trustee has failed to comply with any of the stipulations of Article ~~I~~X hereof, involving moral turpitude as defined by Florida Law.

...

Section 4. Amendment to Part I, Article IX, Section 9.05. Part I, Article IX, Section 9.05 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.05. - Management of the funds.

...

- (4) The board may issue drafts upon the city police officers' retirement trust fund pursuant to Article ~~I~~X hereof, and rules and regulations prescribed by the board. All such drafts shall be consecutively numbered, be signed by the chairman and secretary and state upon their faces the purposes for which the drafts are drawn. The city director of financial services shall retain such drafts when paid, as permanent vouchers for disbursements made, and no other money shall otherwise be drawn from the fund.

...

Section 5. Amendment to Part I, Article IX, Section 9.07. Part I, Article IX, Section 9.07 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.07. - Contributions to the fund.

- (1) Effective October 1, 2005, each member shall contribute to the Fund for each pay period at the rate of five and one-half (5.5) percent of salary. The city shall deduct such contribution from the salary of each member for every payroll period and shall immediately pay said contribution to the board. Effective March 1, 2000, each member may be required to contribute to the fund an amount up to an additional three percent (3%) of salary (above the five and one-half (5.5) percent of salary amount specified ~~in subsection (1) above~~, for the period necessary to meet plan contribution requirements. However, before there is any increase in the member contribution rate, the prefunded future cost of living adjustment provided in Section ~~409.12~~(10) shall be reduced in whole or part for members who have not retired prior to the time additional contributions are otherwise required, for as long as necessary to meet the funding requirements of the plan. In the event the additional member contributions specified in this subsection ~~(2)~~ are not sufficient to meet the minimum contribution requirements for the plan, then future cost of living adjustments will be reduced in whole or part for those members who retire on or after March 1, 2000 and are retired at the time additional contributions are otherwise required, for as long as necessary to meet the funding requirements of the plan. Once the suspension of cost of living adjustments is no longer necessary to meet minimum plan funding requirements, such adjustments will be restored in reverse order of their suspension. No member shall have any entitlement to cost of living adjustments that are suspended pursuant to this agreement. In the event that shortfalls in funding still exist after the above contribution increases and benefit adjustments are implemented, additional future benefits will be reduced to meet plan funding requirements.

...

Section 6. Amendment to Part I, Article IX, Section 9.08. Part I, Article IX, Section 9.08 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.08. - Service retirement.

...

- (2) Each member who shall become eligible for service retirement as hereinabove provided shall receive a monthly pension which shall commence on his normal service retirement date or delayed service retirement date, and except as provided in section 9 ~~[409.09]~~, shall continue to be paid each month thereafter to the member or his beneficiary for ten (10) years and to the member for his remaining lifetime thereafter. The amount of such monthly pension shall be the accrued benefit as of his date of retirement.
- (3) From a contribution of four (4) percent of the salary of each member, which shall be deducted by the city from each salary payment to the member and paid over to the board. Effective October 1, 1993, the contributions made by each member to the fund, including installment payments deducted from a member's salary to purchase additional creditable service pursuant to Section ~~409.02~~(8)(b) and (c), shall be designated as city contributions in accordance with Section 414(h) of the Internal Revenue Code, and shall be excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered member contributions. In addition, the city shall

make a contribution of one (1) percent of the salary of each member which shall be paid over to the board. Effective March 1, 2000 the city shall make a total contribution of two and one-half (2.5) percent of the salary of each member which shall be paid over to the board.

...

- (8) Distribution of a member's benefit under this Plan must commence no later than April 1 of the calendar year following the later of the calendar year during which the member attains age seventy and one-half (70½), age 72 for members who attain age 70½ on or after January 1, 2020, or the calendar year in which the member terminates employment with the Employer.

..."

Section 7. Amendment to Part I, Article IX, Section 9.09. Part I, Article IX, Section 9.09 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.09. - Optional modes of pension.

...

- (2) The election by a member of any one of the options stated in this section 9 ~~[109.09]~~ shall be null and void if the member dies prior to retirement; provided, however, that Option A and Option B above shall not be voided in event a member continues in employment subsequent to becoming eligible for service retirement and dies prior to actual retirement. The election by a member of Option B above shall be null and void if the person designated to receive last survivor benefits by the member dies before the member's actual retirement.
- (3) A member who has elected any one of the options stated in this section 9 ~~[109.09]~~ may, at any time within the period provided for such election, revoke any election by written notification to the board.
- (4) This subsection (4) applies to distributions made on or after January 1, 1993. Notwithstanding any provision to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

...

- (b) For a member or surviving spouse who receives a refund of accumulated contributions under section ~~109.11~~(4) hereof, an "eligible rollover contribution" is that portion of the accumulated contributions that represents the city contributions under Section 414(h) of the Internal Revenue Code.

..."

Section 8. Amendment to Part I, Article IX, Section 9.10. Part I, Article IX, Section 9.10 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.10. - Disability retirement.

- (1) A police officer will be considered totally disabled if, in the opinion of the board of trustees, he is wholly prevented from rendering useful and efficient service as a police officer. A member may become eligible for disability retirement on his disability retirement date provided such eligibility is approved by resolution of the board. Such member may retire from the service of the city under the plan if he becomes totally and permanently disabled as defined in subsection—Florida Statutes, 185.18(2), by reason of any cause other than a cause set out in subsection—Florida Statutes, 185.18(3), on or after the effective date of the plan. Such retirement shall herein be referred to as disability retirement.

...

Section 9. Amendment to Part I, Article IX, Section 9.11. Part I, Article IX, Section 9.11 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.11. - Benefits upon death or termination.

...

- (2) In event a member who has elected Option B under section 9 [409.09] dies subsequent to his normal service retirement date but while still employed as a police officer, in lieu of any other benefit payable hereunder by reason of death, there shall be payable to his beneficiary the same monthly pension that would otherwise have been payable under Option B if the member had retired on his normal service retirement date.
- (3) Should a member's death occur prior to his normal service retirement date, or after his normal service retirement date and before reaching his delayed service retirement death, unless such death occurs following disability retirement as provided in section 10 [409.10], there shall be paid to his beneficiary a monthly pension which shall commence on the first day of the calendar month next following the death of the member and shall continue to be paid each month thereafter for a period equal to the lesser of one hundred twenty (120) months or the life expectancy of the beneficiary. The amount of such monthly pension shall be the accrued benefit of the member as of the date of death. In the event of the member's death following disability retirement, the provisions of section 10 [409.10] shall be operative.

...

- (5) Any other provision of the Act notwithstanding any member who has completed ten (10) years of creditable service at such time as employment as a police officer is terminated shall be entitled to a monthly pension, provided such member shall not withdraw his accumulated contributions. Such monthly pension shall commence on the first day of any calendar month coinciding with or following the member's otherwise early or normal service retirement date and shall continue to be paid each month thereafter as though the member had retired under the provisions of section 409.08 of this Act. Benefits shall be distributed or shall commence to the member not later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½), age 72 for members who attain age 70½ on or after January 1, 2020, or the calendar year in which the member terminates employment, and shall be paid:

- (a) Over the lifetime of the member or the lifetimes of the member and beneficiary;
or
- (b) Over a period not exceeding the joint life expectancy of the member and beneficiary.

...

Section 10. Amendment to Part I, Article IX, Section 9.12. Part I, Article IX, Section 9.12 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.12. - Miscellaneous.

...

- (4) All provisions of any ordinance of the City inconsistent with the provisions of Article IX hereof, are hereby repealed to the extent of such inconsistencies.

...

- (10) The board of trustees is hereby authorized to grant periodic cost-of-living adjustments to benefits payable to all retired members, including members who are participating in the deferred retirement option program in accordance with section ~~109~~.13, during the continuation of benefits being payable under this plan; however, such adjustment shall not be made more frequently than on an annual basis. The conditions for granting such adjustments are as follows:

...

- (d) Prefunded adjustments shall be based upon the monthly benefit being paid to a retirant on the month preceding the adjustment date, but excluding any temporary supplemental retirement allowances paid according to section ~~109~~.08(5). The average cost-of-living index, as determined by the Bureau of Labor Statistics of the U.S. Department of Labor relative to the United States as a whole, shall be consideration for such adjustments. However, in no event shall the percentage for the prefunded component of the annual cost-of-living adjustment exceed two (2) percent for any annual adjustment date, nor shall any retiree's benefit be reduced below any benefit being received on March 1, 2000.
- (e) The ad hoc component of the cost-of-living adjustment may be granted only when surplus funds are available within the plan and only if all other provisions of this section are satisfied. This portion of the adjustment shall be based upon the monthly benefit being paid to a retirant on the month preceding the adjustment date but excluding any temporary supplemental and retirement allowances paid according to section ~~109~~.08(5). The sum of the prefunded and ad hoc portions of the adjustment shall not exceed either three (3) percent or the average cost-of-living index as determined by the Bureau of Labor Statistics of the U.S. Department of Labor, relative to the United States as a whole, whichever is the lesser amount.
- (f) Notwithstanding the foregoing provisions of Subsection (10), paragraphs (a) through (e), members who retire before March 1, 2000 shall receive an annual cost of living adjustment of up to three (3) percent. Up to two (2) percent of this cost of living adjustment will be part of the fixed benefit structure of the plan. The remaining amount (up to one percent annually) will be granted pursuant to the "ad hoc" adjustment provisions of this subsection. Members

who retire on or after March 1, 2000 will be eligible for a cost of living adjustment in accordance with the foregoing provisions of Subsection (10), paragraphs (a) through (e). Cost of living adjustments may be adjusted in accordance with Section 409.07(1).

...

(11) Maximum benefit limitation.

...

- (i) Adjustments described in subsections (b) and (d) of this section 409.12(11) shall not apply to (i) income received as a pension, annuity or similar allowance as a result of personal injuries or sickness or (ii) amounts received as a result of an employee's death by the employee's beneficiaries, survivors or estate.

...

Section 11. Amendment to Part I, Article IX, Section 9.13. Part I, Article IX, Section 9.13 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.13. - Deferred retirement option program for police officers (DROP)."

...

(3) DROP plan features:

...

- (f) Within thirty (30) days following a DROP participant's termination of city employment or death, the member's entire DROP account balance shall be distributed to the member [or in the event of the member's death, to the member's designated beneficiary or estate in accordance with paragraph (g) below] in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such direct rollover will be accomplished in accordance with section 409.09 (4) of the pension plan.

...

Section 12. Amendment to Part I, Article IX, Section 9.14. Part I, Article IX, Section 9.14 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

"Sec. 9.14. - Rollovers or transfers into the fund."

Effective October 1, 2004, the fund will accept member rollover cash contributions and/or direct cash rollovers of distributions for the purchase of creditable service pursuant to Section 409.02(8), as follows:

- (a) Direct transfers or member rollover contributions from other plans. The plan will accept either a direct transfer or an eligible rollover distribution from a qualified plan described in section 401(a) of the Code, from an annuity contract described in section 403(b) of the Code, or from an eligible plan described in section 457(b) of the Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, as permitted under the Internal Revenue Code.

...

Section 13. Amendment to Part I, Article IX, Section 9.15. Part I, Article IX, Section 9.15 of the Charter of the City of St. Augustine, Florida, is hereby amended to read as follows:

“ ...

(5) Other adjustments in limitations.

...

- (b) In the event the member's benefit is based on at least fifteen (15) years of credited service as a full-time employee of the fire or police department of the City, the adjustments provided for in (5)(a) (e)(1) above shall not apply.
- (c) The reductions provided for in (5)(a) (e)(1) above shall not be applicable to disability benefits pursuant to section 66-2189.10, or pre-retirement death benefits paid pursuant to section 66-2179.11.

...

- (6) Less than ten (10) years of service. The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of credited service with the City shall be the amount determined under subsection (a)(1) of this section multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10%. The reduction provided for in this subsection shall not be applicable to disability benefits paid pursuant to section 66-2189.10, or pre-retirement death benefits paid pursuant to section 66-2179.11.

...

(10) *Service credit purchase limits.*

- (a) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a member makes one or more contributions to purchase permissive service credit under the system, as allowed in sections 66-227 and 66-228, if allowed by the system, then the requirements of this section will be treated as met only if:

...

- 3. For purposes of applying subparagraph (10)(a)1.(j)(1)a, the System will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this subparagraph e-3., and for purposes of applying subparagraph (10)(a)2. (j)(1)b. the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph e-3.

...

- (b) For purposes of this subsection the term "permissive service credit" means service credit—
 - 1. Recognized by the system for purposes of calculating a member's benefit under the plan.
 - 2. Which such member has not received under the plan; and
 - 3. Which such member may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not

exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding clause ~~(10)(b)2.(j)(2)b.~~, may include service credited in order to provide an increased benefit for service credit which a member is receiving under the system.

- (c) For purposes of applying the limits in this subsection ~~(10)(j)~~, only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a calendar year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).
- (d) Notwithstanding any other provision of law to the contrary, the board may modify a request by a member to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:
 - 1. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
 - 2. If payment pursuant to subparagraph ~~(10)(d)1.(j)(4)a.~~ will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the member's contribution to an amount within the limits of that section or refuse the member's contribution

...

Section 14. Inclusion in Charter. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Charter 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 15. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 16. 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 17. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

Tracy Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

December 29, 2020

Denise May
Assistant City Attorney
City of St. Augustine
P. O. Box 210
St. Augustine, FL 32085-0210

Dear Ms. May:

CITY OF ST. AUGUSTINE POLICE OFFICERS RETIREMENT SYSTEM
ACTUARIAL IMPACT STATEMENT - MAKING TECHNICAL AMENDMENTS

Attached is a Statement of Actuarial Impact relating to the amendment to the Code of Ordinance pertaining to the Police Officers' Retirement System regarding making technical amendments to the Plan

The City has retained Actuarial Concepts to perform the actuarial analysis and prepare this impact statement. This Statement of Actuarial Impact was prepared and completed by us, or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge the results are complete and accurate, and in our opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. The use of the results of the Statement of Actuarial Impact for financial or administrative purposes, other than to estimate the impact of the indicated Plan modifications, is not recommended without an advance review by Actuarial Concepts of the appropriateness of such application.

After review, the enclosed Statement should be signed by an authorized representative and sent to the State, along with a copy of the proposed Ordinance, in the usual manner.

Members of our staff are available to discuss this Statement of Actuarial Impact and its related issues.

Sincerely,



Michael J. Tierney
ASA, MAAA, FCA, EA #20-1337

cc: Thomas Jensen
Donna Thomas

CITY OF ST. AUGUSTINE
POLICE OFFICERS' RETIREMENT SYSTEM
Statement of Actuarial Impact

Technical Amendments to Plan

The City is considering adoption of an Ordinance amending the City of St. Augustine Police Officers' Retirement System. The Statement of Actuarial Impact measures the impact on the Plan of making the proposed changes as described below:

The proposed ordinance makes changes to Part I, Article IX, Section 9.08 and Part I, Article IX, Section 9.11 of the Charter of the City of St. Augustine, Florida - pertaining to the required minimum distribution provisions. These technical changes have no impact on plan liabilities.

This Statement of Actuarial Impact has been prepared pursuant to Chapter 112, Section 112.63(3) of Florida Statutes, and in our opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes, and Section 14, Article X, of the State Constitution.

Date: December 18, 2020

By: 
Michael J. Tierney
ASA, MAA, FCA, EA #20-1337

The proposed changes, as described above, to the best of our knowledge and belief, are in compliance with Part VII, Chapter 112, Florida Statutes, and Section 14, Article X, of the State Constitution.

Date: 1/4/2021

By: 
Plan Representative

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 11, 2021

RE: **ORDINANCE 2021-03: CIVIL SERVICE**

Ordinance 2021-03 updates Article X. Civil Service, to correct a number of scrivener's errors in cross-referenced sections and subsections, terminology errors referencing the original ordinance and chapter rather than the codified article and updates the use of the male gender exclusively to include both male and female form. None of the proposed changes have any substantive import and are merely to correct errors in usage and formatting.

Please place Ordinance 2021-03 on the regular City Commission agenda for first reading on January 25, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Amends Article X of City Charter to correct scrivener's errors and provide gender neutral language.

ORDINANCE NO. 2021-03

**AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA,
AMENDING PART I, ARTICLE X OF THE CHARTER OF THE CITY
OF ST. AUGUSTINE; CORRECTING SCRIVENER'S ERRORS;
PROVIDING FOR GENDER NEUTRAL LANGUAGE THROUGHOUT;
PROVIDING FOR INCLUSION IN THE CHARTER 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 Civil Service Board sections of the Charter of St. Augustine have not been thoroughly revised since the 1980s; and

WHEREAS, after review of Article X. Civil Service, a number of scrivener's errors were uncovered, including errors in cross-referenced sections and subsections, terminology errors referencing the original ordinance and chapter rather than the codified article, and the use of the male gender exclusively; and

WHEREAS, none of the proposed changes have any substantive import, and are merely to correct errors in usage and formatting; and

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

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

Section 1. Amendment to Part 1, Article X, Section 10.03. Part I, Article X, Section 10.03 of the Charter of the City of St. Augustine, Florida, is hereby amended as follows:

"Sec. 10.03. - Employment included in provisions of this ~~chapter~~article.

All persons regularly employed by the city as police officers, police corporals, police sergeants, police lieutenants, police chief, firefighters, fire lieutenants, fire captains, fire chief, and such other police or fire officer ranks that may, from time to time, be authorized by the governing authority, shall be construed to come within the provisions of this ~~chapter~~article, but this ~~chapter~~article shall not include parking enforcement specialists, or employees whose duties are exclusively clerical, communications operations and/or fire prevention and investigations, or any officer or person employed for temporary duty only.

Employees coming within the provisions of this ~~chapter~~article shall be employed and retained in employment and advanced to any higher grade on merit and fitness only, and the merit and fitness of any applicant for said departments, or for advancement therein, shall be determined by competitive examination, as hereinafter provided."

Section 2. Amendment to Part 1, Article X, Section 10.05. Part I, Article X, Section 10.05 of the Charter of the City of St. Augustine, Florida, is hereby amended as follows:

"Sec. 10.05. - Rules and regulations; investigations concerning enforcement; annual report.

The civil service board shall adopt, enact, and amend a code of rules and regulations. The code shall cover the regulations for the conduct and direction of the members of the police and fire departments and shall prescribe their discipline and control. Said code shall contain rules and regulations for the appointment, employment and discharge of all civil service employees construed to come within the provisions of this ~~chapter~~article, excluding parking enforcement specialists and employees whose duties are exclusively clerical, communications operations and/or fire prevention and investigations, in the police and fire departments of the city, based on merit, efficiency, character and industry. Said code shall have the force and effect of a law on employees of said police and fire departments. Said board shall make investigations concerning the enforcement and effect of this ~~chapter~~article and of its adopted code. It shall make annual reports to the city commission."

Section 3. Amendment to Part 1, Article X, Section 10.07. Part I, Article X, Section 10.07 of the Charter of the City of St. Augustine, Florida, is hereby amended as follows:

"Sec. 10.07. - Suspension of examination and requirements for filling vacancy when competition is impracticable.

In case of a vacancy in a position in said police and fire departments where peculiar and exceptional qualifications of a scientific, managerial, professional or educational character are required, and upon satisfactory evidence that for specified reasons, competition in such special case is impracticable, and that the position can best be filled by a selection of some designated person of high qualities, the civil service board, on a vote of a majority of its members, and the written assent of the chief of police and chief of fire department, may suspend the provisions of the ~~chapter~~article requiring competition in such place, and all such cases of suspension of the examination shall be recorded by the board, with the reasons for said suspension and shall be open to the public. At the time of the appointment the rank of said appointee shall be fixed by the board. Such an appointee, being appointed to fill a vacancy, may not of necessity receive the same rank as the former incumbent."

Section 4. Amendment to Part 1, Article X, Sections 10.09 through 10.13. Part I, Article X, Sections 10.09 through 10.13 of the Charter of the City of St. Augustine, Florida, are hereby amended as follows:

"Sec. 10.09. - City commission fixes pay and controls number of employees in each grade; seniority list.

The city commission shall fix the pay of all members of said police and fire departments, provided that the pay range of all members within a grade shall be the same and the beginning pay of a higher grade shall not be less than the beginning pay of the next lower grade.

The city commission shall fix the number of members in each particular grade and may increase or reduce the number of any grade, or may abolish that grade. In the event of a reduction in the number of members in any grade, the members shall be retained in that grade according to seniority, and those members thus being forced back to a lower grade or class, will thereafter receive the pay of said lower grade or class, and in the event the grade or class is again increased, shall be the first to succeed to said old grade or class according to seniority, provided he or she remains in said lower grade or class for a period not exceeding one year, without further examination or probationary period, and in the event a reduction in said force or any grade thereof causes a member of the lowest grade of said force to go into inactive duty, said member or members on inactive duty shall not receive any pay, but said inactive member shall not lose his or her seniority, provided he or she remains inactive for a period not exceeding one year, and enters on said active duty within ten (10) days after notice has been given him or her by the secretary of said civil service board that a position is open. After the formation of said board a seniority list shall be certified of all members of the police and fire departments and each member shall in writing assent or dissent to his or her seniority rating. In the event a member dissents, a hearing shall be held by said board and the seniority determined, and the finding of said board shall be final.

Sec. 10.10. - Discharge of permanent employee.

The discharge of a permanent employee other than during a probationary period shall not become effective until the chief of police or the chief of fire department, as the case may be, shall have first served upon such employee of the department a written notice of discharge which shall contain one or more reasons or grounds for the discharge, together with such specifications of facts as will enable said employee to make an explanation and place him or her fairly upon ~~his-their~~ defense, giving such employee an opportunity to make an explanation, and file it with the civil service board together with a copy of such notice of discharge and explanation, if any, made by the employee.

Sec. 10.11. - Hearing on appeal of discharged employee.

A discharged employee may appeal to the civil service board for a hearing within ten (10) calendar days from the time he or she was served with notice of discharge as shown by such notice. The board shall hear the appeal within twenty (20) days from the date that such appeal shall have been so filed with the board. Written notice shall be given to the person so removed and to the chief of the proper department of the time and place of hearing the appeal, which hearing shall be open to the public.

Sec. 10.12. - Proceedings of hearing.

The board shall hear the evidence upon the charges and specifications as filed with it by the chief of police or the chief of fire department. No material amendment of, or addition to, said charges or specifications will be considered by the board. The proceedings shall be as informal as is compatible with justice. The order of proof shall be as follows: The chief of police or chief of fire department shall present his evidence in support of the charges. The appellant shall then produce such evidence as he or she may wish to offer in ~~his-their~~ defense. The parties in interest may then offer rebuttal evidence. The board shall hear arguments. The admission of the evidence shall be governed by the rules applied by the court in civil cases. The board shall have the power to subpoena and require the attendance of witnesses and the production of

pertinent documents, and to administer oaths. The chief of police and chief of fire department may be represented by other counsel. The appellant may also be represented by counsel, and the board shall, after due consideration, render its judgment affirming, disaffirming or modifying the action of the said departments.

Sec. 10.13. - Failure to appear.

If the employee whose appeal is to be heard as set out in section ~~10.5.11~~10.11 shall fail to appear, for no good reason, at the time fixed for the hearing, the board shall hear the evidence and render judgment thereon. If the chief of the proper department shall fail to appear at the time fixed for the hearing, and if no evidence be offered in support of his or her charge or charges, the board may render judgment as by default or may hear evidence as offered by the removed employee and render judgment thereon, and the board shall forthwith notify the department chief and the removed employee of its judgment."

Section 5. Amendment to Part 1, Article X, Section 10.15. Part I, Article X, Section 10.15 of the Charter of the City of St. Augustine, Florida, is hereby amended as follows:

"Sec. 10.15. - Suspension of permanent employee; right to appeal.

Any chief of police or chief of fire department may suspend a permanent employee without fee for a reasonable period not to exceed thirty (30) days, for purposes of discipline, provided, however, that said employee shall not be required to work more than five (5) days of any suspension without pay. Successive suspensions shall not be allowed. In all cases of suspension, demotion, or lay off, the chief of police and chief of fire department shall furnish such employee with a copy of a notice thereof specifying his or her reasons for the same and give such employee a reasonable time in which to make and file an explanation. Any employee suspended or laid off shall have the right of appeal to the civil service board in the manner set forth in section ~~10.5.11~~10.11 with reference to an appeal in case of dismissal. Whenever the dismissal or suspension of any employee is disapproved by the board and a reinstatement ordered, the employee involved may, as determined by the board, receive the pay he or she lost because of such suspension, provided, however, that any employee charged with a felony or crime involving moral turpitude may be suspended by the chief of the department of which he or she is a member for the period during which any such charges are pending against such employee, anything contained herein notwithstanding."

Section 6. Amendment to Part 1, Article X, Section 10.17. Part I, Article X, Section 10.17 of the Charter of the City of St. Augustine, Florida, is hereby amended as follows:

"Sec. 10.17. - Rank, grade and seniority held at time of adoption of ordinance article retained.

Members of the police and fire department, respectively, shall retain the rank and grade and the seniority they hold at the time of the effective date of this ordinance article. That is, it shall not be necessary for them to be reappointed to the grade they hold at that time, nor to go through any probationary period to hold that particular grade. In the event, however, that any member of the police or fire departments shall become eligible for a position of a higher grade, then this chapter article shall apply in all its terms and provisions. Nothing in this section shall prevent

the city commission from reducing the number of ~~men~~employees in any grade, as hereinbefore provided.”

Section 7. Inclusion in Charter. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Charter of the City of St. Augustine, that the sections of this ordinance may be re-numbered 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 8. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. 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 10. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 25, 2021

RE: Ordinance 2021-04 -- Amending the Sebastian Inland Harbor Planned Unit Development

The Sebastian Inland Harbor Planned Unit Development (PUD) is a 13.5 acre site located on Sebastian Harbor Drive and Riberia Street with the San Sebastian River as the western boundary. This property has been zoned Planned Unit Development since 2004 and has gone through several modifications since then, all of which reflect the use of the property as a mixed use development with a hotel and marina, multi-family residential and restaurant/retail components.

The current PUD allows for the following uses;

- A maximum of 85 multi-family units
- A hotel with a maximum of 225 rooms with ancillary banquet and meeting rooms, restaurant, retail and spa/exercise facilities
- A maximum of 36,000 square feet of mixed commercial space
- A 65 slip marina (existing)
- the San Sebastian Winery (existing)
- 636 parking spaces

The proposed PUD amendment allows for the following uses;

- A maximum of 165 multi-family units **(increase of 80 units)**
- A hotel with a maximum of 167 rooms with ancillary banquet and meeting rooms, restaurant, retail and spa/exercise facilities **(reduction of 58 hotel rooms)**
- A maximum of 27,000 square feet of mixed commercial space **(reduction of 10,000 square feet of mixed commercial)**
- A 65 slip marina (existing)
- the San Sebastian Winery (existing)
- **elimination of a 75-foot tower feature and a 90-foot tower feature previously approved**
- **code compliant parking minus 12.5% (city staff's estimate for their parking requirement using this formula is approximately 636 spaces or more)**

On February 4, 2020, the Planning and Zoning Board considered this PUD amendment and continued the case with twelve conditions.

1. Relocate the entrance to the parking garage on Riberia Street to Sebastian Harbor Drive.
2. Provide more details on the streetscape of Sebastian Harbor Way including pedestrian and bicycle connectivity.
3. Provide limitations to the use of the multi-family components as short term (vacation) rentals.
4. Provide clarification of the intent of the multi-family residential component (rental apartments, condominiums, etc.)
5. Redesign the Riverwalk to accommodate pedestrian access between Riberia Street, Sebastian Harbor Drive and King Street
6. Provide renderings of the proposed development in the context of existing, adjacent buildings and include viewshed renderings.
7. Clarify roadway drainage improvements.
8. Provide maximum building heights.
9. Update the parking section to detail a minimum of 636 parking spaces.
10. Address how employee parking will be accommodated.
11. Provide updated language that designates HARB/CRC review for buildings subject to the King Street Design Standards.
12. Provide a public facility impact analysis.

On January 5, 2021, the Planning and Zoning Board was presented with an updated PUD amendment that addressed the above twelve conditions. The board accepted the PUD amendment and made a positive recommendation to the City Commission with six final conditions. **The PUD narrative has been updated as reflected in bold text.**

1. Clarify in the PUD narrative that the developer gets credit for the joint public/private parking along Sebastian Harbor Drive.

Page 10, “Sebastian Harbor Drive parking spaces shall count towards the project’s required parking, as it was in the original PUD.”

2. Reduce the maximum 75% lot coverage to a more realistic percentage.

Page 8, “Maximum lot coverage: 60 percent for the Property”

3. Address the impact of short term (vacation) rentals within the multi-family residential component.

Page 7, “No more than 35% of the multi-family units shall be available for short-term rental at any time.”

4. Address the architectural design of the buildings on the property and in particular, the parking garage on the west side of the property along the San Sebastian River.

Page 11, see Sec. S – “Architectural Style”

5. Emphasize the biking, pedestrian and multi-modal pathways of the project.

Page 10, “Bicycle racks will be provided with the Property. A trolley stop will be located within the property depicted on Exhibit “D”, the Site Circulation Plan.”

6. Incorporate complete streets design for the Sebastian Harbor Drive component of the project.

Page 16, reference to Exhibits “G and G-1”, Improvements to the streetscape of Sebastian Harbor Drive

Attached please find Ordinance 2021-04, the most recently revised (January 13, 2021) PUD narrative and site development plan as well as exhibits and accompanying legal descriptions, deeds and materials.

Please place Ordinance 2021-04 on the City Commission agenda for first reading.

If you have any questions, please let me know.



David Birchm, AICP
Director, Planning and Building

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE SEBASTIAN INLAND HARBOR PLANNED UNIT DEVELOPMENT (PUD), ESTABLISHED PURSUANT TO ORDINANCE NO. 2004-23 AND MODIFIED PURSUANT TO ORDINANCE NO. 2007-14, PURSUANT TO SECTIONS 28-286 THROUGH 28-291 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR AMENDED TERMS AND CONDITIONS OF THE PUD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, s. 163.3194, Florida Statutes, requires that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted; and

WHEREAS, the St. Augustine Comprehensive Plan provides for a Medium Density/Mixed Use land use designation for the subject property, and associated use and density criteria for development within the designation; and

WHEREAS, s. 166.041, Florida Statutes, provides procedures for adoption of ordinances initiated by other than the municipality that change the actual zoning map designation of a parcel or parcels of land; and

WHEREAS, Sections 28-286 through 28-291 of the Code of the City of St. Augustine provide procedures for the establishment and amendment of a Planned Unit Development (PUD); and

WHEREAS, on December 13, 2004, the City Commission for the City of St. Augustine, Florida, passed and adopted Ordinance No. 2004-23 establishing the Sebastian Inland Harbor PUD; and

WHEREAS, on August 13, 2007, the City Commission for the City of St. Augustine, Florida, passed and adopted Ordinance 2007-14 modifying the Sebastian Inland Harbor PUD; and

WHEREAS, on January 5, 2021, the City of St. Augustine Planning and Zoning Board reviewed a request to amend the Sebastian Inland Harbor PUD and made recommendations to the City Commission;

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

Section 1. Modification of the Sebastian Inland Harbor Planned Unit Development. The Sebastian Inland Harbor PUD, created pursuant to Ordinance No. 2004-23 and modified by Ordinance No. 2007-14, is hereby modified in accordance with the terms and conditions provided herein.

Section 2. Terms and Conditions of the Planned Unit Development. The terms and conditions of the Sebastian Inland Harbor PUD are as presented in the attached Amended and Restated Sebastian Inland Harbor Planned Unit Development Project Text (revised January 13, 2021) and attached Exhibits, incorporated herein by reference.

Section 3. 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 4. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

Tracy Upchurch
Mayor-Commissioner

ATTEST:

Darlene Galambos
City Clerk

Sebastian Inland Harbor Planned Unit Development
(including Conservation Overlay Zone Development)

City of St. Augustine, Florida

November 15, 2019
Revised January 10, 2020
Revised January 24, 2020
Revised November 30, 2020
Revised December 15, 2020
Revised January 13, 2021

Team Roster

Owners/Applicants:

SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771

Seavin, Inc.
157 King Street
St. Augustine, Florida 32084

Planning/Landscape Architecture:

Marquis Latimer & Halback, Inc.
34 Cordova Street
St. Augustine, Florida 32084

Civil Engineering:

Envision Design
2002 San Marco Boulevard, Suite 203
Jacksonville, Florida 32207

Legal/Authorized Agent for Owners:

Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

- Exhibit “A” – Legal Description of the Property
- Exhibit “B” – Master Development Plan
- Exhibit “C” - Public Facility Impact Analysis
- Exhibit “D” – Site Circulation Plan
- Exhibit “E” – Landscape Standards
- Exhibit “E-1” - Landscape Plan
- Exhibit “F” – Conceptual Architectural Elevations
- Exhibit “G” – Sebastian Harbor Drive Details
- Exhibit “G-1” – Sebastian Harbor Drive Typical Section

**AMENDED AND RESTATED SEBASTIAN INLAND HARBOR PLANNED UNIT
DEVELOPMENT PROJECT TEXT**

A. Purpose and Intent.

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

This Sebastian Inland Harbor PUD text incorporates many of the provisions of the PUD text for the project approved by the City Commission in Ordinances 2007-14 and 2016-15, and includes site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located east of the San Sebastian River, south of King Street and Sebastian Harbor Drive and west of Riberia Street in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 203350-0000, 203350-0010, 203350-0030 and 203470-0000 (collectively, the “**Property**”). A legal description of the Property is attached as **Exhibit “A”**. The Property includes approximately 13.5 acres, of which approximately 11 acres are owned by SA Marina Holdings, LLC (“**SA Marina**”) and approximately 2.5 acres are owned by Seavin, Inc. (“**Seavin**”).

2. Owners and Agent

The owners of the Property are SA Marina and Seavin (sometimes collectively referred to herein as the “**Owners**”). The agent for the Owners is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “**Agent**”). Addresses for the Owners and Agent are in the Team Roster on page 2.

3. History, Existing Approvals

The Future Land Use Map (“**FLUM**”) designation of the Property is Residential Medium Density/Mixed Use. The Property was rezoned from Residential General Office (“**RGO**”) to PUD in 2004 (Sebastian Inland Harbor PUD, Ordinance No. 2004-23). The PUD was modified by the City Commission in 2007 (Ordinance No. 2007-14) to change the

permitted land uses and conceptual site plan. In 2016, the PUD was again modified, but only to extend the project phasing dates set forth in Section III of the PUD text. The other details in the 2016 PUD Ordinance are identical to the 2007 PUD Ordinance.

The current PUD allows for development of a maximum of 85 condominium units, a maximum of 225 hotel rooms (with banquet facility, meeting rooms, spa and exercise facilities, restaurants and lounges, gift shops and retail space), a maximum of 36,060 square feet of retail space, a maximum of 65 marina slips, and the San Sebastian Winery (approximately 24,000 square feet). To date, the only development within the Property is the San Sebastian Winery, which is located on one of the parcels owned by Seavin, and a marina situated on land owned by SA Marina. The remainder of the Property is vacant.

4. Summary of Proposed Development

The Owners are proposing to revise the development plan for the Property to include a maximum of 165 multi-family residential units (apartments), a maximum of 167 hotel rooms (with a banquet hall and meeting rooms, restaurant, lounge, spa and exercise facilities and gift shop), a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the existing San Sebastian Winery (approximately 24,060 square feet of retail/commercial space). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B"** (the "**Master Development Plan**"). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The proposed development plan reflects a reduction of 58 hotel rooms and approximately 10,000 square feet of retail space in exchange for an increase of 80 multi-family units. The Owners have also eliminated the previously approved 75-foot and 90-foot towers approved for the project in 2007.

The Property includes approximately 11.5 acres of uplands and approximately two (2) acres of submerged land, where the marina and seawall are located. There are no wetlands on the Property.

The project is exempt from the requirements of the Concurrency Management Ordinance (Ordinance No. 91-23 and Article II, Section 21-26 through 21-60 of the Code), pursuant to Ordinance No. 2007-14.

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

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

As set forth in Section B.3 above, the Property has a FLUM designation of Residential Medium Density/Mixed Use.

City Comprehensive Plan Future Land Use Element ("FLUE") 1.3 states that Residential Medium Density/Mixed Use ("**RMD/MU**") areas allow medium intensity commercial and medium density residential land uses. The RMD/MU designation encourages a

mixture of residential and commercial developments. Projects are encouraged to include a cohesive design to create identity. The Owners intend to construct multi-family units, hotel rooms, retail/commercial space, a marina (existing), and the San Sebastian Winery (existing) in a cohesive design, in compliance with this Comprehensive Plan policy.

Future Land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The Sebastian Inland Harbor project is a mixed-use PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located adjacent to King Street, Riberia Street and Sebastian Harbor Drive, which are public roads. The project will provide ample parking for residents and guests, who can park their cars before getting into the City center and walk or take trolleys to the City center.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City's natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Project visitors can park their cars at the hotel and walk, bike or take trolleys to destinations throughout downtown. Many retail/commercial customers will either be staying at the hotel or living in multi-family units within the Property or in nearby Lincolnville and can walk or bike to the site. Ample parking will be available on the Property.

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

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The Sebastian Inland Harbor PUD will meet this requirement by providing recreational amenities such as a swimming pool, indoor workout facilities and other amenities to residents within the multi-family buildings and walking paths throughout the site which are interconnected to the river walk and adjoining sidewalks.

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

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones (“COZs”). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City’s Comprehensive Plan, including the underlying Future Land Use Category, and the City’s land development regulations. The Sebastian Inland Harbor project will comply with all applicable COZ requirements enumerated in Conservation and Coastal Management Policies 1.1 and 1.5, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Sebastian Inland Harbor project will connect to the City’s existing sanitary sewer and potable water systems, at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and will make improvements to the extent required solely for the project. The project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The project will comply with this requirement.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. SA Marina will apply to the St. Johns County School Board for school concurrency and will pay any required proportionate share and/or impact fees required by the School Board for its proposed multi-family residential units.

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

Not applicable.

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

The Owners desire to amend the existing PUD for the Property in order to provide an updated development plan that more fully meets current and future needs of the City in this area. The following development standards shall apply to the Property:

- a. Allowable uses: Allowable uses within the Property shall be a maximum of 165 multi-family residential units (apartments), a maximum of 167 hotel rooms (with a banquet hall which may be used as a special event venue and meeting

rooms, restaurant, lounge, spa and exercise facilities and gift shop), a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips with ancillary facilities (including fuel sales), the existing San Sebastian Winery (approximately 24,060 square feet), all other uses permitted in the Residential General Office (“RGO”) zoning district, and surface parking and/or parking garages to accommodate the aforementioned uses. The retail/commercial space may include:

1. Restaurants with indoor and outdoor sales, including the sale of alcoholic beverages;
2. Retail sales such as specialty food stores and drugs, clothing and toy and hobby shops, pet shops (but not kennel or veterinarian offices), bookstores and newsstands, stationery and card shops, leather goods and luggage shops, jewelry stores, art and photographic supply shops, TV and stereo equipment (including incidental repairs) stores, florists or gift shops, bake shops (but not wholesale bakeries), sporting goods stores, sundries and notions stores, business office supply stores, musical instrument shops, records and tapes stores, retail sale of alcohol and similar products with no exterior display or storage of merchandise permitted;
3. Museums;
4. Bars, taverns and wineries, with indoor and outdoor sales;
5. Professional and business offices;
6. Convention centers and conference centers;
7. Spas;
8. Short-term rentals, subject to the terms set forth in this Section C.3. No more than 35 percent of the multi-family units shall be available for short-term rental at any time;
9. Special event venues (including within the hotel banquet hall); and
10. All accessory uses and structures allowed by Section 28-348 of the Zoning Code in effect at the time of approval of the PUD, including but not limited to recreational and other amenities to serve the development.

The locations of the proposed uses are depicted on the Master Development Plan, **Exhibit “B”**.

The multi-family apartment units shall include recreational facilities including a swimming pool, indoor fitness center and other facilities. Any short-term rental

units within the project will comply with City Ordinance No. 2019-50, provided that parking shall be as provided in Section C.3.g hereof.

The project will include walking paths that connect to sidewalks along King and Riberia streets for residents' enjoyment.

b. Setbacks: The minimum building setbacks are as follows:

1. A minimum of ten (10) feet from each property line along King Street, Sebastian Harbor Drive and Riberia Street.
2. There shall be no building setbacks required within the interior of the Property.

c. Maximum building height: Buildings shall not exceed 50 feet in height, with an allowance of an additional eight (8) feet above the roof for mechanical equipment and architectural elements. Building height shall be measured from 10.0 NAVD. Due to known flooding at this location and to plan for site resiliency since it is located adjacent to the San Sebastian River, the project is providing an additional 3.0 feet of freeboard, which will result in a minimum finished floor elevation of 10.0 feet NAVD for enclosed structures (excluding parking garages and existing structures that will remain on the Property).

d. Minimum lot size: None.

e. Minimum lot width: None.

f. Maximum lot coverage: 60 percent for the Property.

g. Master Development Plan Details: The Master Development Plan attached as **Exhibit "B"** has been prepared prior to project engineering and architecture being completed. Minor adjustments to building and parking locations shall be permitted in order to conform to final engineering plans approved by the City. Any such minor adjustments must comply with the requirements of this PUD text.

h. Parking: On-site parking will be provided per the requirements of the City's 2020 Land Development Regulations, which are set forth in the table below, less 12.5 percent to account for shared parking between land uses, as follows:

<u>Land Use</u>	<u>2020 City Code Requirement</u>
Multi-Family Residential	1 bedroom – 1.5 spaces per unit 2 bedrooms – 2 spaces per unit 3 or more bedrooms – 2.25 spaces per unit
Hotel	1 space per room 4 spaces per 1,000 sq. ft. for meeting/banquet rooms
Retail/Commercial with Restaurant (including outdoor seating)	1 space per 300 sq. ft. for Retail/Commercial 1 space per 4 patrons and 1 space per 200 sq. ft. of non-patron area
Restaurant (outside of hotel)	1 space per 4 patrons and 1 space per 200 sq. ft. of non-patron area
Marina	1 space per 2 boat slips
Winery	1 space per 450 sq. ft.

Parking among the various land uses within the PUD will be shared. For example, hotel guests and project multi-family residents will park on the Property and visit the Winery, restaurants and shops on site. Similarly, visitors to the restaurants and shops within the Property can walk to the site or ride a trolley or other transit to the project, without having to park a car. Historically, 35 percent of the visitors to the Winery arrive by trolley, which reduces the demand for on-site parking. For these reasons, the PUD will be provided a 12.5 percent reduction in year 2020 Code-required parking, as calculated per the table above.

Parking may be provided in surface lots and in parking garages. The Master Development Plan depicts two parking garages - one for the multi-family building and the second for the non-residential uses within the Project. Parking in the multi-family garage will only be available to residents (including tenants of short-term rentals) of the multi-family building. The other garage will be available for parking by visitors to the hotel, restaurants, commercial space and other non-residential components of the project, as well as to the general public when space allows. Employee parking will be provided within the Property, either in surface lots or a parking garage. The Owners shall be permitted to designate certain spaces within the non-residential parking garage and non-residential parking lots for use by certain businesses within the Property (e.g., the marina). During project construction, temporary parking may be located within

temporary parking lots anywhere within the Property. Parking spaces located within any parking garage or garages will be nine (9) feet wide by 18 feet deep. The Owners shall be permitted to construct parking spaces within a portion of the Property along Sebastian Harbor Drive (which parking spaces may extend into the right-of-way), in the locations depicted on the Master Development Plan, in cooperation with the City of St. Augustine for the benefit of the project. Such Sebastian Harbor Drive parking spaces shall count toward the project's required parking, as it was in the original PUD. Such spaces will be available for use by the general public and will be metered by the City. On-site surface parking lots and on-street parking spaces will be 9.5 feet wide by 19 feet deep. This is a mixed-use project that contains a variety of non-residential and residential uses. Those uses have parking requirements that vary depending on time of day and day of the week. Thus, the Owners will provide parking that meets the needs of the Project without overparking the site. The minimum number of parking spaces that will be provided per individual land use are set forth in the table above.

- i. Signage: Project signage will be categorized as Commercial Zone 3, the requirements for which are set forth in Section 3-66(c) of the Code. Each building within the project shall be permitted to have one freestanding ground sign along the street adjacent to such building. The project shall be permitted to have freestanding ground signs along King Street, Riberia Street and Sebastian Harbor Drive that identify each tenant within the project. The aforementioned ground signs shall be permitted within the project, regardless of the street frontage along King Street, Riberia Street and Sebastian Harbor Drive. The maximum square footage of such ground signs shall be calculated as if street frontage was 200 feet and over.
- j. Roads: Roadways within the Property will be owned and maintained by the Owners, subject to recorded access and utility easement and maintenance agreements. Access to the parking garages will be in the locations depicted on the Master Development Plan, Exhibit "B". The parking garage that serves the residential units may be access controlled.
- k. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on the south side of Sebastian Harbor Drive and the west side of Riberia Street within the Property, to the extent such sidewalks do not already exist. The project will also include internal sidewalks to connect the various uses. Primary pedestrian connections will be from Sebastian Harbor Drive.
- l. Bicycles/Multi-Modal: Bicycle racks will be provided within the Property. A trolley stop will be located within the Property, in the location depicted on Exhibit "D", the Site Circulation Plan.
- m. Stormwater: The Owners will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District ("**District**") requirements. The stormwater management system for the Project will be designed to accommodate drainage from Sebastian Harbor Drive in accordance with City and District requirements.

It is understood that because the system discharges to the San Sebastian River, the Project will not meet the City's on-site retention requirements because it will not discharge into the City's storm sewer system, but the project will meet applicable state and federal storm discharge requirements.

- n. Lighting. Project lighting shall comply with applicable Code provisions.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- p. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on the Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Stormwater will be provided pursuant to a permit issued by the St. Johns River Water Management District.
- r. Landscaping: Project landscaping will comply with the landscape standards contained in Exhibit "E" attached hereto. A landscape plan is attached as Exhibit "E-1".
- s. Architectural Style: The exterior design of buildings within the PUD will be of similar character as residential and non-residential structures located in downtown St. Augustine, east of the San Sebastian River. Colors will be natural or earth tones. Materials may be masonry, brick, stone, stucco, metal, lap siding, batten cementitious siding, wood or wood-simulation materials like fiber cement cladding. Long monotonous façade designs, including those characterized by unrelieved repetition of shape or form to design elements, will be avoided. The west side of the non-residential parking garage facing the San Sebastian River will include colonnades. Conceptual architectural elevations are attached hereto as Exhibit "F".
- t. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- u. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones ("COZs"). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received

permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas, and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The predecessor-in-interest to SA Marina constructed a 65-slip marina within the Property approximately 12 years ago. The marina was constructed pursuant to Ordinance No. 2007-14, which included a COZ 1 analysis for the marina.

For the portions of the Property located within COZ 2, the Owners provide the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

See the Master Development Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the west by the San Sebastian River. The existing ground surface slopes toward the river.

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

The point discharges will be routed through a system of underground treatment chambers for water quality treatment prior to discharge into the river, which will be compliant with all applicable state and federal requirements.

5. **Proposed soil stabilization and erosion control methods.**

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. **Impact on floodplain.**

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. **Impact of development on vegetative and animal communities.**

The Property contains no wetlands or significant plant or animal habitat.

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

Because the Sebastian Inland Harbor PUD will include multi-family, hotel and retail/commercial uses that do not permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials from those uses. The marina will be permitted to have fuel sales and will meet the Florida Department of Environmental Protection clean marina criteria to prevent contamination of the San Sebastian River.

9. **Effect of shade on vegetation and shellfish.**

The marina was constructed pursuant to Ordinance No. 2007-14. No other structures are proposed within COZ 1.

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

The proposed development will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site. The marina was constructed pursuant to Ordinance No. 2007-14.

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

There will be no additional impact to the shoreline.

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

The Conservation Overlay Zone 1 Development includes the previously approved marina. The impacts of the marina were addressed in Ordinance No. 2007-14.

The proposed multi-family homes, hotel rooms and retail/commercial space will be located within Conservation Overlay Zones 2 and 3.

Those uses will be limited to the building height set forth in Section 3.c hereof so their impacts to vistas and scenic opportunities from surrounding lands will be minimal. Surrounding lands include existing and approved uses for hotels and other structures to heights of 50 feet, with architectural features extending above 50 feet.

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

The Property will be reestablished with native and/or Florida Friendly landscape material. Definitions for each (“native” and “Florida Friendly”) shall be per University of Florida / IFAS. Landscape schedule shall indicate whether plantings are native and/or Florida Friendly.

No invasive plant material (as defined by the State of Florida) shall be included.

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

The Property does not contain any significant plant or animal habitat.

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

Stormwater runoff from the Property and Sebastian Harbor Drive will be routed to an approved water management system permitted by the City and the District.

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

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The development will be located on upland areas of the site.

17. Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low-profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

No docks, other than the previously approved marina, are proposed.

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

The Sebastian Inland Harbor PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering a true mixed-use development where residents can live, work and play on a site ripe for urban infill.
- b. Encouraging a more compatible and harmonious development of contiguous lands by integrating uses within one project;
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;

- f. Providing an environment of consistent character compatible with the surrounding areas; and
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

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

As stated in Section C.3 hereof, the allowable uses within the Property shall be a maximum of 165 multi-family residential units (apartments), a maximum of 167 hotel rooms (with a banquet hall and meeting rooms, restaurant, lounge, spa and exercise facilities and gift shop), a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the existing San Sebastian Winery. A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed residential and commercial uses are permitted in the Residential Medium Density/Mixed Use FLUM designation for the Property.

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

Benefits to the community from the Sebastian Inland Harbor project include:

- a. Providing parking spaces available for public use, with metering by the City to generate revenue for the City.
- b. Improvements to the streetscape of Sebastian Harbor Drive, including pavement, sidewalks/multi-use paths, parking, lighting, landscaping and appropriate utility coordination, in conjunction with the City. See **Exhibits "G" and "G-1"** for a conceptual plan for the improvement of Sebastian Harbor Drive and a conceptual typical section for the same.
- c. Providing a true mixed-use infill project, where residents can live, work and play, in downtown St. Augustine and Lincolntonville.
- d. Locating the project in an area where residents and visitors can park their cars and walk between land uses, or where people can walk or take trolleys from other downtown venues.
- e. Utilizing existing infrastructure, at no cost to the City.
- f. Providing much-needed multi-family housing in the downtown core.
- g. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.
- h. Providing on-street parking for the public, at project expense.

- i. Constructing improvements to Sebastian Harbor Drive and landscaping along the street to enhance the appearance of this area of the City.

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

The Sebastian Inland Harbor project will be developed in one (1), ten (10)-year phase. Construction shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within ten (10) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

Architectural plans for the portion of the Property within the King Street Design Corridor will meet applicable Code provisions; provided, however, project or building entrances shall not be from King Street and building heights shall comply with this PUD. Building entrances shall be from interior to the site. The *King Street Design Standards for Entry Corridors* shall be applied by the Corridor Review Committee. The existing winery building is vested within the *King Street Design Standards for Entry Corridors*.

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

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

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

This PUD shall terminate 15 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

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

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

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

A public facility impact analysis that outlines the project's potential impacts on transportation networks, circulation patterns and infrastructure is attached as Exhibit "C".

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

See Section E hereof.

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

1. **Density of development.** The project will include a maximum of 165 multi-family units on approximately 11.5 developable acres, yielding a net density of 14.3 units per acre. The proposed density is consistent with Residential Medium Density/Mixed Use FLUM designation for the Property.

2. **Open space.** The project will include approximately 5.2 acres of open space within the entranceway to the hotel, within the marina and along the waterfront, and between the various land uses and adjacent to the San Sebastian River, as depicted on the Master Development Plan.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsection C.3.c (Building Height), C.3.h (Parking), C.3.i (Signs) and C.3.r (Landscape Buffer Yard).

4. **Management and maintenance of open space areas.** All common property within the PUD will be owned, operated and maintained by the Owners.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will connect to existing City utility lines and will make improvements to such systems to the extent required solely to serve the project. The Owners will work with the City regarding any proposed dedication of utility lines, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3.h for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity within the Property and with adjacent lands.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

Not applicable.

E. **Ownership Agreement.**

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

One or more Community Development Districts (“**CDD**”) may exist within the Project. Any CDD approved pursuant to Chapter 190, Florida Statutes, may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes. Construction or funding by any such CDD of any or all such projects within or without the boundaries of the CDD necessary to serve the development approved hereunder is expressly approved. If the Owners of the PUD are required to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, Florida Statutes, including without limitation, those in Section 190.012(1) and (2), Florida Statutes, then the CDD independently may satisfy such obligations.

To the extent any such obligation under this PUD is met or performed by a CDD, then the Owner shall no longer be subject to the obligation. In the event that any contributions of land, money (including “fair share payments”), or improvements funded or constructed with funds from a CDD are required by then current law to give rise to impact fee credits to the CDD, then such impact fee credits shall be established in the name of the CDD. The amount of such credit shall be determined in accordance with applicable law and City ordinance as established by the City.

SA Marina Holdings, LLC,
a Florida limited liability company

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

Seavin, Inc., a Florida corporation

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

EXHIBIT "A"

Sebastian Inland Harbor Legal Description

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

A parcel of land in the city of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel of land being more particularly described as follows:

Commencing at the intersection of the South line of King Street with the East line of Malaga Street (vacated); thence South 82 degrees 15 minutes 07 seconds West, assumed bearing along said South line of King Street, 195.85 feet; thence South 07 degrees 44 minutes 53 seconds East, 13.76 feet to the Point of Beginning of the parcel of land to be described; thence continue South 07 degrees 44 minutes 53 seconds East 78.05 feet; thence North 82 degrees 15 minutes 07 seconds East, 150.02 feet; thence North 08 degrees 07 minutes 14 seconds West, 59.38 feet to the point of curvature of a tangential curve concave to the Southwest having a radius of 24.40 feet; thence Northwesterly 21.35 feet along the arc of said curve through a central angle of 50 degrees 07 minutes 39 seconds (chord bearing North 33 degrees 11 minutes 03 seconds West for 20.67 feet); thence South 82 degrees 15 minutes 07 seconds West, not tangent to said last mentioned curve, 140.75 feet to the Point of Beginning.

Together with:

PARCEL C:

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said Parcel being a portion of Block 48 K, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commencing at the Intersection of the Southerly right-of-way line of King Street with the Easterly right-of-way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 82°15'07" West, along the Southerly right-of-way line of King Street, a distance of 265.32 feet to the Point of Beginning of Parcel C; thence South 84°22'01" East, departing said Southerly right-of-way line of King Street, a distance of 49.56 feet; thence South 87°12'35" East, a distance of 21.28 feet to the Northwest corner of Parcel E as described in Official Record 1289, Page 1246; thence South 07°48' 29" East, along the westerly line of said Parcel E, a distance of 78.04 feet to the Southwest corner of said Parcel E; thence North 82°19'09" East, along the southerly line of said Parcel E, a distance of 150.02 feet to the Southeast corner of said Parcel E, said point also being a point on the westerly right-of-way line of Sebastian Harbor Drive; thence South 08°02' 40" East, along said westerly right-of-way line of Sebastian Harbor Drive, a distance of 48.90 feet; thence South 03°06'47" East, continuing along said westerly right-of-way line of Sebastian Harbor Drive, a distance of 28.42 feet to the Northeast corner of Parcel D as described in Official Record 3960, Page 1775; thence South 82°08'16" West, along the northerly line of said Parcel D, a distance of 102.17 feet to the Northwest corner of said Parcel D; thence South 08°38'46" East, along the westerly line of said Parcel D, a distance of 109.61 feet to the Southwest corner of said Parcel D; thence South 07°18'34" East, a distance of 51.85 feet; thence South 82° 27' 42" West, a distance of 123.76 feet; thence North 07°58'34" West, a distance of 160.66 feet; thence South 82° 08' 16" West, a distance of 275.20 feet, more or less to the Middle of the Channel of the San Sebastian River thence North 16°21' 50" West, along said Middle of the Channel a distance of 171.78 feet to the aforementioned Southerly right-of-way line of King Street; thence North 82°15'07" East, along said Southerly right-of-way line of King Street, a distance of 308.72 feet, more or less, to the Point of Beginning.

PARCEL D:

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel being a portion of Block 46K, according to the Map of the City of St. Augustine, dated January 1, 1906, said parcel of land being more particularly described as follows:

Commence at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (Formerly Malaga Street); thence South 07°01'36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly right of way line of Sebastian Harbor Drive and the Southerly right of way line of Sebastian Harbor Drive (Formerly Loreda Street); thence North 79°55'51" West, a distance of 45.06 feet to the Point of Beginning of Parcel D; thence continue North 79°55'51" West, a distance of 9.86 feet; thence North 03°06'47" West, a distance of 93.06 feet; thence South 82°08'16" West, a distance of 102.17 feet; thence South 08°38'46" East, a distance of 109.61 feet; thence North 82°28'34" East, a distance of 102.36 feet; thence North 07°51'44" West, a distance of 14.44 feet to the Point of Beginning.

Together with:

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF KING STREET WITH THE EAST LINE OF MALAGA STREET (VACATED); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, ASSUMED BEARING ALONG SAID SOUTH LINE OF KING STREET 196.85 FEET; THENCE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 13.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 78.05 FEET; THENCE NORTH 82 DEGREES 15 MINUTES 07 SECONDS EAST 150.02 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 14 SECONDS WEST 59.38 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.40 FEET; THENCE NORTHWESTERLY 21.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 39 SECONDS (CHORD BEARING NORTH 33 DEGREES 11 MINUTES 03 SECONDS WEST FOR 20.67 FEET); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, NOT TANGENT TO SAID LAST MENTIONED CURVE, 140.75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS, CITY OF ST. AUGUSTINE SAN SEBASTIAN MARINA, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1113, PAGE 716, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE PROPERTY DESCRIBED HEREIN IS SOLD SUBJECT TO ZONING ORDINANCES, DEED RESTRICTIONS AND LIMITATIONS OF RECORD AND PUBLIC EASEMENTS OF RECORD, INCLUDING RESTRICTIONS SET FORTH ABOVE, (HEREINAFTER REFERRED TO AS "COVENANTS"). THE PROPERTY MAY BE USED FOR A WINERY OR ANY USE PERMITTED BY FEDERAL, STATE AND LOCAL REGULATIONS, PROVIDED THAT SUCH USES ARE IN ACCORDANCE WITH THE COVENANTS. NOTWITHSTANDING THE TERMS OF THE COVENANTS, GRANTOR SHALL NOT EXERCISE ANY RIGHT IT MAY HAVE UNDER THE COVENANTS TO CHANGE OR LIMIT THE USE OF THE PROPERTY WITHOUT OBTAINING THE CONSENT OF GRANTEE AND ANY MORTGAGEE OF THE PROPERTY. EXCEPT THOSE CHANGES WHICH THE GRANTOR IN ITS CAPACITY AS A MUNICIPAL CORPORATION, MAY ENACT BY ORDINANCE OR RESOLUTION.

THE GRANTOR HEREBY CONVEYS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS AND PARKING WITHIN THE COMMON AREAS OF THE PROPERTY DESCRIBED WITHIN THE COVENANTS AS THEY EXIST AT THE TIME OF THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, THE PROPERTY DESCRIBED ON EXHIBIT "A-1", AND INCLUDING ANY ADDITIONS COMMON AREAS WHICH MAY BE CREATED FROM TIME TO TIME, SUBJECT TO REASONABLE RULES AND REGULATIONS PROMULGATED BY THE CITY, AT ITS SOLE DISCRETION FOR THE BENEFIT OF THE CITY AND ALL OWNERS OF PROPERTY WITHIN THE AREA DESCRIBED IN THE COVENANTS, WHICH EASEMENT SHALL BE APPURTENANT TO THE FEE CONVEYED HEREIN.

THE GRANTOR WILL PROVIDE, AT A MINIMUM, SUFFICIENT PARKING WITHIN 200 FEET OF THE PROPERTY CONVEYED HEREIN TO ENSURE THAT THE GRANTEE HAS SUFFICIENT PARKING TO MEET ALL REQUIREMENTS APPLICABLE UNDER THE CODE OF THE CITY OF ST. AUGUSTINE FOR THE WINERY USE NOW OR HEREFTER EXISTING ON THE SITE. IN THE EVENT THAT THE GRANTEE CONSTRUCTS IMPROVEMENTS WHICH NECESSITATE THE CREATION OF ADDITIONAL PARKING TO MEET CODE REQUIREMENTS, THE GRANTOR AGREES TO COMPLETE SUCH PARKING IMPROVEMENTS PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

THE INITIAL ASSESSMENT FOR MAINTENANCE AS SET FORTH IN ARTICLE IV OF THE COVENANTS SHALL BE \$125.00 PER MONTH, PAYABLE ON A MONTHLY BASIS, COMMENCING JANUARY 1, 1998. THEREAFTER, THE MONTHLY ASSESSMENT SHALL BE ADJUSTED IN ACCORDANCE WITH THE COVENANTS.

PARCEL 1

(FEC Property OR 606-PG 1653-1654)

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel of land being more fully described as follows:

Beginning at the intersection of the South line of King Street with the East line of Malaga Street (vacated); thence North 82 degrees 15 minutes 07 seconds East, on said South line of King Street, 186.50 feet; thence South 6 degrees 56 minutes 30 seconds East, on the West line of property occupied by Goodyear Auto Service Center, 238.63 feet; thence North 81 degrees 58 minutes 14 seconds East, on the North line of vacated Lorida Street, 7.85 feet; thence South 6 degrees 56 minutes 30 seconds East, across the East end of the vacated portion of Lorida Street, 40.00 feet; thence North 81 degrees 58 minutes 14 seconds East, on the South line of Lorida Street, 92.15 feet; thence South 6 degrees 56 minutes 30 seconds East 108.02 feet; thence South 82 degrees 16 minutes 44 seconds West, on the North line of land now or formerly of St. Augustine Gas Company, 286.81 feet; thence continuing South 82 degrees 16 minutes 44 seconds West 810 feet more or less to the centerline of the channel of the San Sebastian River; thence Northerly on said centerline of the channel 392 feet more or less to said South line of King Street; thence North 82 degrees 15 minutes 07 seconds East, on said South line of King Street, 5.72 feet more or less to the point of beginning; and containing 6.72 acres more or less.

PARCEL 1 (continued)

(FEC Property OR 606-PG 1653-1654)

EXCEPT that portion of the aforementioned parcel lying North of the North right-of-way line of Lorida Street and East of the East right-of-way line of Malaga Street containing 0.97 acres more or less.

PARCEL 2

(Williams Property OR 732-PG 1401)

Parcel A

In the City of St. Augustine, beginning at the SW corner of Ribera Street and Lorida Street, said point of beginning being also the NE corner of Block 46-L, thence Westerly along the South line of said Lorida Street 265.3 feet to a stake; thence Southerly at right angle 109.3 feet to a stake; thence Easterly and parallel with said South line of Lorida Street 250 feet to a stake on the West line of Ribera Street; thence Northerly along the West side of Ribera Street, 110.3 ft. more or less to the point of beginning.

Parcel B

Part of Block 46-L, City of St. Augustine, according to the official map thereof dated January 1, 1905, described as follows:

Beginning at the intersection of the West line of Ribera Street and South line of Lorida Street thence West and along the South line of Lorida Street 265.5 feet to the NE corner of the land herein conveyed as point of beginning continuing along the South line of Lorida Street 154.1 feet to the NW corner of the lot herein conveyed; thence South 107.8 feet to the SW corner of the lot herein conveyed in the North line of the gas company's lot; thence East along the North line of gas company's property 166.6 feet to the SE corner of the lot herein conveyed; thence North along the West line of the old transfer stable 109.3 feet to the point of beginning.

PARCEL 3
(Katz property OH 212-PG 1119)

ALL that tract or parcel of land lying and being in the City of St. Augustine, St. Johns County, Florida, being a portion of Lot 3, Block 46-L of the Official Map of the City of St. Augustine, dated January 1, 1905, on file in the Clerk's Office of St. Johns County, Florida, and being more particularly described in accordance with a Map of Survey for St. Augustine Gas Company dated February 22, 1962, prepared by Loren N. Jones, Registered Engineer No. 4213 and Registered Surveyor No. 894, as follows:

BEGINNING at an iron pipe on the Easterly side of Ribera Street (also known as Ribera Street) at the Northeast corner of said Lot 3 of Block 46-L, said point of beginning also being three hundred ninety and three tenths (390.3) feet Southerly as measured along the Westerly side of Ribera Street from the Southerly side of King Street; run thence South 00 degrees 40 minutes East along the Westerly side of Ribera Street two hundred eight and eight tenths (208.80) feet to an old iron pipe; run thence South 89 degrees 20 minutes West one hundred twenty four (124.00) feet to an old iron pipe; run thence South 00 degrees 40 minutes East thirty and seven hundredths (30.07) feet to a point; run thence South 40 degrees 30 minutes 11 seconds West eighty five and fifty-three hundredths (85.53) feet to an iron pipe; run thence South 70 degrees 30 minutes West five hundred nine and seventy-seven hundredths (509.77) feet to the edge of the San Sebastian River; continue thence South 70 degrees 30 minutes West to a point in the middle of the channel of the San Sebastian River, which point is hereinafter referred to as "Point A"; begin again at the aforesaid iron pipe at the Northeast corner of said lot 3 of Block 46-L; run thence South 82 degrees 15 minutes West six hundred ninety-three and sixty five hundredths (693.65) feet to an old concrete monument; run thence South 3 degrees 30 minutes East one hundred seventy five (175.00) feet to a point; run thence South 70 degrees 30 minutes West one hundred eighty eight (188) feet, more or less, to the edge of the San Sebastian River; continue thence South 70 degrees 30 minutes West to the middle of the channel of the San Sebastian River; run thence in a generally Southeasterly direction along the middle of the channel of the San Sebastian River to its intersection with the aforesaid "Point A" on the aforesaid line running South 70 degrees 30 minutes West.

PARCEL 4
(Walther property OH 784-PG 1740)

Beginning at a point on the extension of the North line of property of St. Augustine Gas and Electric Light Company, distance from NE corner on Ribera Street 695 feet on a course South 82 degrees 15 minutes West, which said NE corner of Lot 3, Block 46-L as designated on the Official Map of said City dated January 1st, 1905, on file in the Clerk's Office of St. Johns County, Florida, run thence South 3 degrees 30 minutes East, 175 feet; thence South 70 degrees 30 minutes West to the East line of the channel of San Sebastian River, thence Northerly along the East extension of the North line of the property of the St. Augustine Gas and Electric Light Company; thence North 82 degrees 15 minutes East 303 feet to the Point of Beginning and containing 46,843 square feet more or less and being the same property described in a deed from said St. Augustine Gas and Electric Light Company to C. F. Hamblen, dated the 19th day of August, A.D., 1908.

Together with:

PARCEL A:

A parcel of land in the City of St Augustine, St Johns County, Florida, on the East side of the San Sebastian River and South of King Street, said parcel being portions of Blocks 46K, 46L and Malaga Street according to the Map of the City of St Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commencing at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 07° 01'36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of said Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street) and the Southerly right of way line of Sebastian Harbor Drive (formerly Lorieda Street); thence North 82° 09'48" East, along said Southerly right of way line of Sebastian Harbor Drive, a distance of 330.39 feet to the Point of Beginning of Parcel A; thence North 82° 09'48" East, continuing along said Southerly right of way line, a distance of 71.70 feet; thence South 07°44'48" East departing said Southerly right of way line, a distance of 102.56 feet; thence North 82° 15'12" East, a distance of 105.70 feet; thence North 07° 44'48" West, a distance of 19.00 feet; thence North 82°15'12" East, a distance of 124.00 feet; thence North 07° 44'48" West, a distance of 60.55 feet to a point on a curve, said curve being concave to the Southwest and having a radius of 30.00 feet; thence along the arc of said curve in a Northwesterly direction an arc length of 26.82 feet, said arc being subtended by a chord bearing and distance of North 33°21'45" West, 25.94 feet, to the aforementioned Southerly right of way line of San Sebastian Harbor Drive; thence North 82° 09'48" East, a distance of 84.62 feet to the Westerly right of way line of Riberia Street; thence South 00° 34'21" East along said Westerly right of way line, a distance of 318.82 feet to an intersection with the Southerly line of that parcel described in Warranty Deed recorded in Official Records 813, Page 1118, St Johns County, Florida; thence South 89°16'54" West, departing said Westerly right of way line of Riberia Street; a distance of 124.11 feet; thence South 00° 44'39" East, a distance of 30.17 feet; thence South 40° 54'17" West, a distance of 85.20 feet; thence South 70° 35'39" West, a distance of 609.77 feet, more or less, to the middle of the channel of the Sebastian River; thence along the middle of said channel, the following courses, more or less, North 53°33'31" West, a distance of 243.98 feet; thence North 50°33'48" West, a distance of 316.26 feet; thence North 16° 21'50" West, a distance of 218.87 feet; thence North 82° 08'16" East, departing said middle of channel, a distance of 275.20 feet; thence South 07° 58'34" East, a distance of 160.66 feet; thence North 82° 27'42" East, a distance of 123.76 feet; thence North 07° 18'35" West, a distance of 51.85 feet; thence North 82° 28'34" East, a distance of 102.36 feet; thence South 07° 51'44" East, a distance of 108.14 feet; thence North 82° 08'16" East, a distance of 81.32 feet; thence South 07° 51'44" East, a distance of 16.99 feet; thence South 45°19'52" East, a distance of 12.22 feet to a point on a curve, said curve being concave Southerly and having a radius of 196.25 feet; thence along the arc of said curve in an Easterly direction an arc length of 269.17 feet, said arc being subtended by a chord bearing and distance of North 86° 10'38" East, a distance of 248.56 feet; thence North 34° 00'35" East, a distance of 54.48 feet; thence North 07° 44'48" West, a distance of 112.34 feet, to the Point of Beginning.

PARCEL B:

A Parcel of land in the City of St. Augustine, St. Johns County, Florida on the east side of the San Sebastian River and South of King Street, said Parcel being portions of Block 46L and Malaga Street, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows: Commencing at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 07° 01' 36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of said Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly Right of Way line of Sebastian Harbor Drive (formerly Malaga Street) and the Southerly right of way of Sebastian Harbor Drive (formerly Loreda Street), said point being the Point of Beginning of Parcel B, thence North 82°09'48" East, along said Southerly right of way line of Sebastian Harbor Drive, a distance of 330.39 feet; thence South 07° 44' 48" East, departing said Southerly right of way line, a distance of 112.34 feet; thence South 34° 00' 35" West, a distance of 54.48 feet to a point on a curve, said curve being concave Southerly and having a radius of 196.25 feet; thence along the arc of said curve in a Southwesterly direction an arc length of 269.17 feet, said arc being subtended by a chord and bearing distance of South 86° 10' 38" West, 248.56 feet; thence North 45° 19' 52" West, a distance of 12.22 feet; thence North 07° 51' 44" West, a distance of 16.99 feet; thence South 82° 08'16" West, a distance of 81.32 feet; thence North 07° 51'44" West, a distance of 108.14 feet; thence North 07° 51'44" West, a distance of 14.44 feet; thence South 79° 55' 51" East, a distance of 45.08 feet to the Point of Beginning.

Together with:

PARCEL F

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCK 46L, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET); THENCE SOUTH 07°01'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE FORMERLY MALAGA STREET) AND THE SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY LORIEDA STREET); THENCE NORTH 82°09'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 402.09 FEET TO THE POINT OF BEGINNING OF PARCEL F; THENCE SOUTH 07°44'48" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 102.56 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 105.70 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 124.00 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 60.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWESTERLY DIRECTION AN ARC LENGTH OF 26.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°21'45" WEST, 25.94 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAN SEBASTIAN HARBOR DRIVE; THENCE SOUTH 82°09'48" WEST, A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING.

Exhibit “B”

Master Development Plan

Exhibit “C”

Public Facility Impact Analysis



November 30, 2020

Memorandum: Public Facility Analysis
San Sebastian Harbor
Planned Unit Development
St. Augustine, FL

Envision Design + Engineering, LLC is pleased to provide the following assessment of public infrastructure supporting the proposed San Sebastian Harbor Planned Unit Development in St. Augustine, Florida.

Traffic

The overall development will be served by four (4) driveway connections to Sebastian Harbor Drive as follows:

- San Sebastian Winery will continue to use the existing driveway on Sebastian Harbor Drive approximately 140 feet south of the signalized intersection with King Street. This is also the driveway that will continue to provide access for the trolley.
- A new driveway will be constructed at the 90-degree bend in Sebastian Harbor Drive which will create a "tee" intersection that will serve as the primary access for the hotel and parking garage. We are proposing a three-way stop configuration at this intersection with 24" stop bars and stop signs.
- A new driveway will be constructed approximately 100 feet east of the "tee" intersection that will primarily be used for exiting drop-off traffic and restaurant traffic.
- A new driveway will be constructed approximately 200 feet west of the intersection with Riberia Street that will only serve the multi-family parking garage.

In addition to the above access points, there will be cross access between the San Sebastian Winery and the hotel through the new parking garage.

The overall trip generation for the development will be reduced by 277 average daily trips (ADT) compared to the current approved PUD as demonstrated in the trip rate comparison at the end of this memorandum.

It should also be noted that the peak hour traffic on King Street and Riberia Street is between 4 to 6 pm and that peak hour traffic generated by the hotel guests will occur between 3 to 4 pm.

Water

The total anticipated average daily flow for the entire development will be approximately 80,000 GPD.

Water service to the hotel, restaurant and multi-family developments will be provided by a new 12" water main (to be dedicated to City of St. Augustine) within the Sebastian Harbor Drive right-of-way. This new water main will connect to an existing 8" water main on the east side of Riberia Street.

The San Sebastian Winery expansion will be served by connection to an existing 16" water main along the north side of King Street.

Recent fire hydrant flow tests on the existing water distribution system indicate 3,907 GPM at 20 psi available with a static pressure of 77 psi.

Sanitary Sewer

As indicated above, the total anticipated average daily flow for the entire development will be approximately 80,000 GPD.

Sanitary sewer service to all uses will be provided by the City of St. Augustine's gravity sanitary sewer main located within Sebastian Harbor Drive. The existing main increases from 8" (along the east-west portion) to 12" (along the north-south portion).

The depth of the system is sufficient for gravity connection from all uses. All connections will be made prior to final paving of Sebastian Harbor Drive.

Stormwater

Stormwater runoff from the site will be collected by roof drains and pavement inlets and routed to a system of underground vaults prior to discharge into the San Sebastian River. The existing permit with FDEP for the original design will be modified. Water quality treatment will be provided for all onsite surfaces to meet state standards.

New inlets will be provided as part of the reconstruction of Sebastian Harbor Drive and the existing stormwater pump station will be removed. The new inlets will be routed separately through the site and discharged directly to the San Sebastian River.

Project:

Location:

Prepared By:

Sebastian Inland Harbor

St. Augustine, Florida

Douglas L. Skiles, PE (Envision Design + Engineering, LLC)

Trips rates based on ITE Trip Generation Manual, 10th Edition

Land Use Description	ITE Number	Rate Factor	Current PUD			Proposed PUD		
			Quantity	Unit	Average Daily Trips (ADT)	Quantity	Unit	Average Daily Trips (ADT)
Multi-family Residential	220	7.32	85	units	622	165	units	1208
Hotel	310	8.36	225	rooms	1881	167	rooms	1396
Marina	420	2.41	65	slips	157	65	slips	157
Retail	820	0.03775	36060	SF	1361	26050	SF	983
Winery	970	0.04596	24060	SF	1106	24060	SF	1106
Total					5127			4850
					Net Reduction			
					277			

Exhibit “D”

Site Circulation Plan



Exhibit “E”

Landscape Standards

The PUD landscape plan is included on **Exhibit “E-1”** (the “**Landscape Plan**”). The Landscape Plan is designed to address conceptual tree and landscape locations. Note that minor edits may be made to the Landscape Plan, as long as the following standards are met:

1. PLANT MATERIAL.

All plant material shall be native or Florida Friendly. Plant palettes are included in the text, which may be expanded or edited.

a. Trees and Palms.

There shall be 219 trees and palms within the PUD.

- i) Minimum caliper size shall be 2 inches (or totaling 4 inches for multi-trunked) for shade trees.
- ii) Minimum clear trunk shall be 10 feet 0 inches for palms.
- iii) Trees may be interchangeable as palms or shade trees. See landscape plan for conceptual placement.

Botanical/Common. May include:

Betula Nigra `Duraheat` / Duraheat River Birch

Elaeocarpus Decipiens Tm / Japanese Blueberry Tree

Juniperus Silicicola `Brodie` / Brodie Southern Red Cedar

Lagerstroemia Indica `Muskogee` / Muskogee Crape Myrtle

Livistona Decora / Ribbon Palm

Magnolia Grandiflora `D.D. Blanchard` Tm / Southern Magnolia

Olea Europaea `Frantoio` / Olive

Phoenix Dactylifera `Medjool` / Date Palm

Platanus Occidentalis / American Sycamore

Quercus Virginiana / Southern Live Oak

Sabal Palmetto / Cabbage Palmetto

Sylvester Palms

Ulmus Parvifolia `Allee` / Allee Lacebark Elm

b. Shrubs and Turf.

- i) Minimum size of shrubs shall be 1 gallon, full.
- ii) Turf shall not exceed 35 percent of landscape area.
- iii) Synthetic turf shall be permitted.

Botanical/Common. May include:

Acca Sellowiana `Bambina` / Dwarf Pineapple Guava, Feijoa

Chamaerops Humilis / Mediterranean Fan Palm

Ilex Vomitoria `Schillings` / Schillings Holly

Myrica Cerifera / Wax Myrtle

Podocarpus Macrophyllus / Yew Pine

Rhapis Excelsa / Lady Palm

Trachelospermum Jasminoides `Confederate` / Confederate Jasmine

Yucca Smalliana `Bright Edge` / Weak-Leaf Yucca

Agapanthus X `Ellamae` Tm / Ellamae Lily Of The Nile

Asparagus Densiflorus `Myers` / Myers Asparagus

Dietes Iridioides / Fortnight Lily

Juniperus Procumbens `Nana` / Shore Juniper

Muhlenbergia Capillaris / Pink Muhly

Neomarica Caerulea `Regina` / Iris

Nephrolepis Biserrata `Macho Fern` / Macho Fern

Raphiolepis X `Montic` / Magestic Beauty Indian Hawthorn

Rosmarinus Officinalis `Prostratus` / Dwarf Rosemary

Spartina Bakeri / Sand Cord Grass

Tripsacum Floridanum / Dwarf Fakahatchee Grass

2. LANDSCAPING AND BUFFER YARD REQUIREMENTS.

a. Development shall meet the following buffer yard requirements:

(i) **EAST (along Riberia Street)**

- a) Width: 10 feet minimum
- b) Trees: 2.5 trees per 100 lineal feet
- c) Shrubs: 8 shrubs per 100 lineal feet

(ii) **SOUTH (along “Ice Plant”)**

- a) Width: 8 feet minimum
- b) Trees: 2.5 trees per 100 lineal feet
- c) Shrubs: 8 shrubs per 100 lineal feet

(iii) **NORTH SEBASTIAN (along Sebastian Harbor Drive from intersection with King Street)**

- a) Width: 10 feet minimum
- b) Trees: 3 trees per 100 lineal feet (1 per island along streetscape)
- c) Shrubs: 8 shrubs per 100 lineal feet

(iv) **NORTH KING (along King Street)**

- a) Width: 10 feet minimum
- b) Trees: 1 per tree island
- c) Shrubs: 8 shrubs per 100 lineal feet

(v) **WEST (along water)**

- a) Width: 5 feet minimum
- b) Trees: 2 trees per 100 lineal feet
- c) Shrubs: 8 shrubs per 100 lineal feet

Notes:

- i) These requirements are stated in terms of width and the number of trees and shrubs required per one hundred (100) linear feet of buffer yard.
- ii) Buffer yards are not required between separate uses within the Property.
- iii) Buffer yard landscape may be aggregated within the dedicated zones. For instance, the “NORTH SEBASTIAN” buffer yard may aggregate more trees along the east-west portion of Sebastian Harbor Drive than along the north-south portion, as long as the overall trees per lineal footages meets the requirement above.
- iv) Buffer trees may be interchangeable as palms or shade trees. See Landscape Plan, **Exhibit “E-1”**, for conceptual placement.

b. Location of required buffer yards. Buffer yards shall be located along the perimeter of the property being developed, abutting the property line. Buffer yards shall not be located on an existing or dedicated public right-of-way.

i. Parking area requirements.

a. *Adjacent to public rights-of-way.* Buffer yards between parking areas and public rights-of-way shall form a solid opaque mass or screen of landscaping at least twenty-four (24) inches in height upon planting. This buffer yard may be composed of a berm with a maximum height of thirty (30) inches in conjunction with landscaping, with a total height of not less than thirty-six (36) inches in height at installation. A wall or fence of at least thirty-six (36) inches in height, but less than forty-eight (48) inches in height may be used in conjunction with landscaping, with the wall or fence installed adjacent to the parking area and the required landscaping installed between the wall or fence and the property line. When a mass or screen of landscape material is used, it shall obtain opacity within twelve (12) months of planting under normal growing conditions.

b. *Intersection visibility.* Where an accessway intersects a public right-of-way, landscaping shall be used to define the intersection provided, however, that all landscaping within the triangular areas described below shall provide unobstructed cross visibility at a level between two (2) and six (6) feet above the ground. Trees having limbs and foliage extending into this cross-visibility area shall be allowed, provided that they are so located so as not to create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three (3) feet from the edge of any accessway pavement. The triangular areas are:

1. The areas of property on both sides of an accessway formed by the intersection of each side of the accessway and the public right-of-way pavement line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the other sides.

2. The area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular areas being measured thirty (30) feet in length along the abutting edges of pavement, from their point of intersection, and the third being a line connecting the ends of the other two (2) lines.

c. *Internal landscaping.* All parking areas shall have internal landscaping to provide visual and climatic relief from broad expanses of pavement, and to direct and define logical areas for pedestrian and vehicular circulation.

Landscape plan shows proposed islands and internal landscape.

1. Within each parking area of five thousand (5,000) square feet or more, there shall be a minimum of five (5) percent of landscaped areas which shall be reasonably distributed within each five thousand (5,000) square feet of parking area.
2. Each separate planting area shall contain at least one (1) tree and a tree shall be planted for each one hundred (100) square feet of internal landscaping. All internal landscaping shall be protected from vehicular encroachment by curbing or wheel stops. All landscape areas shall be a minimum of one hundred (100) square feet, with the least dimension being five (5) feet.

Exhibit “E-1”

Landscape Plan

The Property shall be planted with trees, shrubs and lawn areas to maximize views of the water, privacy of residential units, and shade in gathering areas.

PLANT_SCHEDULE				
TREES	CODE	BOTANICAL / COMMON NAME		QTY
	Bd	BETULA NIGRA "DURAHEAT" / DURAHEAT RIVER BIRCH NATIVE - CANOPY		3
	Ed	ELAEOCARPUS DECIPENS TM / JAPANESE BLUEBERRY TREE NON-NATIVE - NON-CANOPY		4
	J8	JUNIPERUS SILICICOLA "BRODIE" / BRODIE SOUTHERN RED CEDAR		8
	Im2	LACERTROEMIA INDICA "MUSKOGEE" / MUSKOGEE CRAPE MYRTLE NON-NATIVE - NON-CANOPY		8
	lR	LIVISTONA DECORA / RIBBON PALM		15
	MB	MAGNOLIA GRANDIFLORA "D.D. BLANCHARD" TM / SOUTHERN MAGNOLIA NATIVE - CANOPY		4
	OF3	OLEA EUROPEA "FRANTOIO" / OLIVE		13
	PM	PHOENIX DACTYLIFERA "MEDJOL" / DATE PALM		39
	Po	PLATANUS OCCIDENTALIS / AMERICAN SYCAMORE NATIVE - CANOPY		13
	Qv	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK NATIVE - CANOPY		10
	Sp2	SABAL PALMETTO / CABBAGE PALMETTO NATIVE - PALM *		86
	UA	ULMUS PARVIFOLIA "ALLEE" / ALLEE LACEBARK ELM		16

REFERENCE NOTES SCHEDULE				
SYMBOL	DESCRIPTION	KEY	QTY	PERCENTAGE
1	LANDSCAPE AREA		51,903 SF	75%
2	SYNTHETIC TURF/TURF		5,952 SF	8%
3	TURF		11,535 SF	17%



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St. Augustine, FL 32084
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LC0000391

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STRUCTURAL ENGINEER
T&T

JEREMY MARQUIS LIC. # 6657110		SEAL
DRAWN BY:	GC	
CHECKED BY:	JM	
PROJECT MANAGER:	JM	

REVISIONS:

[illegible]

SIZE:	ARCH E1
PRIME PROJECT NO.:	
ML+H PROJECT NO.:	19.26.2
DRAWING SCALE:	AS SHOWN
DRAWING NO.:	L-1.0

EXHIBIT “F”

Conceptual Architectural Elevations

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GENESIS STUDIOS
Cliff Minor





EXHIBIT “G”

Sebastian Harbor Drive Proposed Improvements

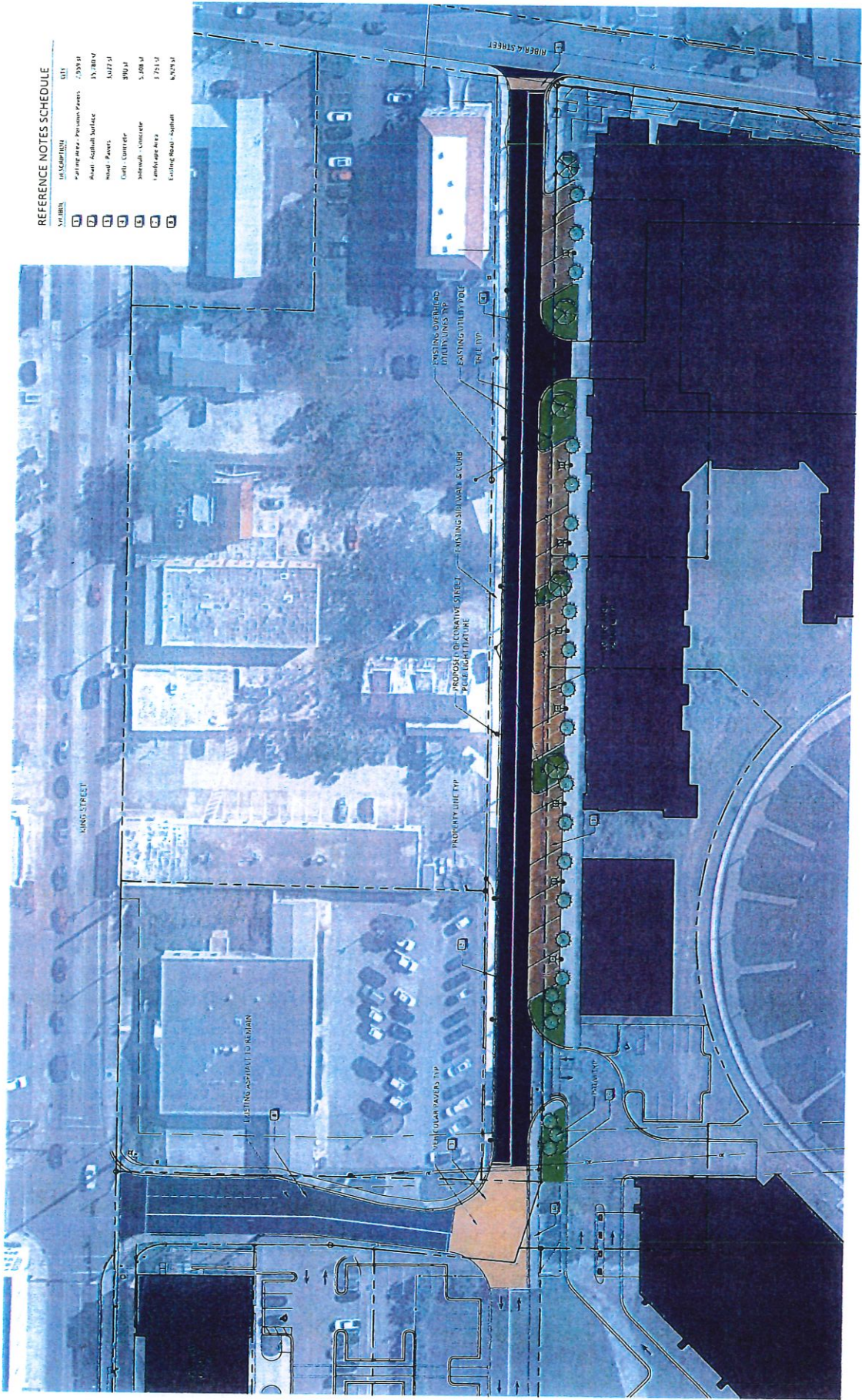
Sebastian Harbor Drive (40-foot Right-of-Way (“ROW”)) is conceptually proposed to include:

- Sidewalks:
 - Minimum 5 feet in width
 - MATERIAL: Concrete / coquina concrete and/or pavers
 - MATERIAL: 12-inch textured surface behind back of curb, both sides
- Curbs:
 - Raised curbs
 - MATERIAL: Concrete
- Vehicular Lanes
 - 10-foot lane width
 - Sharrows for bicycles
 - MATERIAL: Asphalt
- On-Street Parking
 - Angled Parking approximately half in / outside of ROW
 - 1-foot flush concrete ribbon curb transition to angled on-street parking
 - MATERIAL: Clay brick and/or concrete

See cross section in **Exhibit “G-1”**.

EXHIBIT “G-1”

Sebastian Harbor Drive Conceptual Typical Section

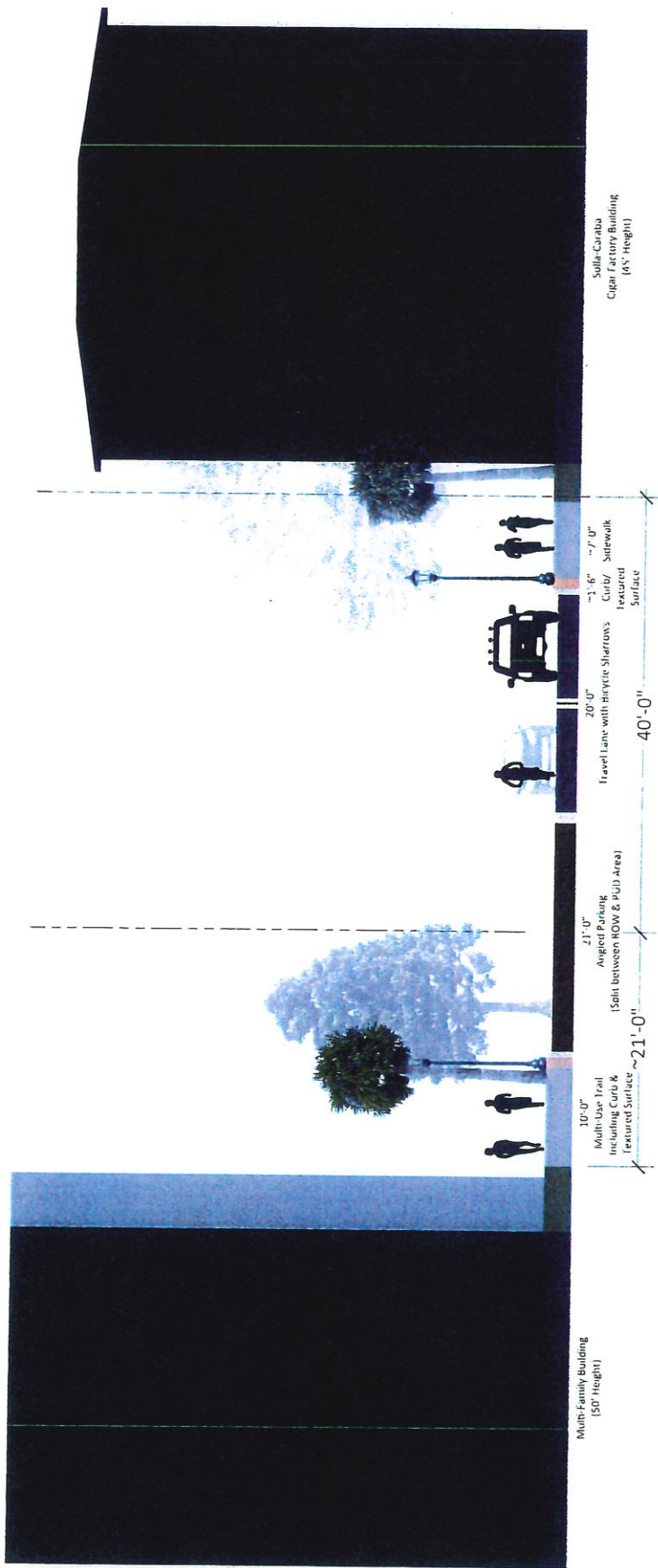


SEBASTIAN HARBOR DRIVE CONCEPT

Scale: 1" = 30'
03.04.2020



ML+H



Sebastian Harbor Drive (40' ROW)



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 11, 2021

RE: **RESOLUTION 2021-02: HYBRID MEETINGS**

Due to the continuing outbreak of Coronavirus (COVID-19), the City Commission wants to ensure that the business of municipal governance can occur without unnecessarily exposing either City personnel or members of the public to a risk of infection, while also ensuring public access and open government.

Therefore, please find enclosed Resolution 2021-02 authorizing the City Manager to arrange for the City Commission or the Boards and Committees of the City to utilize hybrid meetings by means of communication media technology and in person quorum. This resolution further authorizes the City Manager to implement rules of procedure that will ensure compliance with the Sunshine Law and to provide technology and administrative support, as necessary.

Please place Resolution 2021-02 on the regular City Commission agenda for adoption on January 25, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Resolution 2021-02: Authorizing the City Manager to arrange for the City Commission or Boards and Committees to utilize hybrid meetings.

RESOLUTION 2021-02

A RESOLUTION OF THE CITY OF ST. AUGUSTINE, FLORIDA FINDING THAT THE PROTECTION OF A VULNERABLE CLASS OF PERSONS TO THE COVID-19 VIRUS IS AN EXTRAORDINARY CIRCUMSTANCE; AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR HYBRID IN PERSON AND ELECTRONIC ATTENDANCE BY ELECTED AND APPOINTED OFFICIALS AT CITY MEETINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current outbreak of Coronavirus (COVID-19) has made the City Commission acutely aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing either City personnel or members of the public to a risk of infection while ensuring public access and open government; and

WHEREAS, Florida law, including Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials ("Bodies"), for the conduct of public business, must be held following procedures (notice, access to meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision-making process (the "Sunshine Law"); and

WHEREAS, previously, when asked whether a public body complies with the Sunshine Law when one or more members of the Body wish to participate in a meeting electronically from a remote location, the Florida Attorney General ("AG") has opined that a quorum of the Body must be physically present in order to allow a member, who due to "extraordinary circumstances" is unable to physically attend the meeting, to appear and participate electronically; and

WHEREAS, the AG relies on the language in Florida Statutes Section 166.041(4), that states "[A]n affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution" (emphasis added); and

WHEREAS, the airborne transmission of the COVID-19 virus in constrained spaces during potentially long meetings, combined with the additional risk factors associated with older age and underlying health conditions make numerous City

Commissioners, senior staff, retired or older volunteer board members, and an aging population of residents more vulnerable to serious complications if infected with the virus; and

WHEREAS, the City Commission conducts its commission and board meetings in the Alcazar Room of the historic Lightner Building, a meeting room not designed for social distancing, modern ventilation, or sanitation standards; and

WHEREAS, the City Commission finds that limiting the number of individuals meeting in person to conduct City public meetings and hearings is a substantial public health benefit to medically vulnerable Commissioners, board members, personnel, and residents, and as such finds that these extraordinary circumstances warrant utilizing a hybrid model of public meetings, with only a quorum physically present with minimal staff in attendance; and

WHEREAS, the City Commission finds that it is in the best interest of the City Commission, its boards, personnel, and residents of the City to authorize the City Manager to provide, when he determines appropriate and based on local conditions, for the City Commission or members of the various Boards and Committees to be able to attend hybrid meetings electronically so long as a physical quorum is present.

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

Section 1. The City Manager, or designee, is hereby authorized to:

- a) arrange for the City Commission or the Boards and Committees of the City to utilize hybrid meetings by means of communication media technology and in person quorum;
- b) promulgate rules of procedure that will ensure compliance with the Sunshine Law;
- c) provide technology and administrative support as necessary to fulfill these objectives.

Section 2. If any section, subsection, clause, or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 3. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 4. This resolution shall take effect immediately upon adoption.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine,
Florida this _____ day of _____, 2021.

CITY OF ST. AUGUSTINE, FLORIDA

ATTEST:

Darlene Galambos, City Clerk
(Seal)

Tracy Upchurch, Mayor-Commissioner

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 18, 2020

RE: **RESOLUTION 2021-01: BARTRAM TRAIL CONFERENCE**

The Bartram Trail Conference (BTC) is a not-for-profit corporation established in 1976 to locate and mark the route of naturalist William Bartram through eight states including Florida. The BTC encourages the study, preservation, and interpretation of the William Bartram heritage and hosts biennial meetings of members at appropriate locations along the Bartram Trail Corridor. Support of the BTC would be in line with the City of St. Augustine's vision statement for support of historical authenticity and economic activity.

Therefore, please find enclosed Resolution 2021-01 approving the City's affiliate membership with the Bartram Trail Conference, appointing a commissioner to represent the City at events, and authorizing the Bartram Trail Conference organization to use the city seal.

Please place Resolution 2021-01 on the regular City Commission agenda for adoption on January 11, 2021.

Thank you.



Denise C. May
Assistant City Attorney

Attachment

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

Agenda Title:

Resolution 2021-01: Approving the City's affiliate membership with the Bartram Trail Conference.

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA SUPPORTING THE BARTRAM TRAIL CONFERENCE; APPROVING THE CITY OF ST. AUGUSTINE'S AFFILIATE MEMBERSHIP; APPOINTING A MEMBER OF THE CITY COMMISSION AS A REPRESENTATIVE; AND AUTHORIZING THE BARTRAM TRAIL CONFERENCE ORGANIZATION'S USE OF THE CITY SEAL.

WHEREAS, the Bartram Trail Conference (BTC) is a not-for-profit corporation established in 1976 to locate and mark the route of naturalist William Bartram through eight states including Florida; and

WHEREAS, the BTC works to promote interest in developing public access recreational trails and botanical gardens within the corridor of Bartram's route through the individual states and to coordinate a regionally unified effort toward that end; and

WHEREAS, the BTC encourages the study, preservation, and interpretation of the William Bartram heritage and hosts biennial meetings of members at appropriate locations along the Bartram Trail Corridor; and

WHEREAS, to promote the contributions of William Bartram, the BTC is currently seeking National Heritage Area/Corridor status through the National Park Service to designate the trail as the William Bartram National Heritage Corridor, which is set to include recreational facilities, botanical gardens, Bartram specific sites, related historical sites, Bartram heritage cities, visitor centers, and museums. The benefits of such designation are economic, recreational, historical, cultural, and educational; and

WHEREAS, support of the BTC would be in line with the City of St. Augustine's vision statement for support of historical authenticity and economic activity.

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

1. The City Commission hereby endorses and supports the goals and objectives of the Bartram Trail Conference and the work of the Bartram Trail Conference Organization.

2. The City Commission hereby approves affiliate membership to the BTC for the City of St. Augustine. This membership is for the City as an organization and the City Commission shall appoint a member of the Commission as a representative for participation in activities and biennial conferences.

3. Affiliate membership also includes recognition as an affiliate organization on the Bartram Trail Conference Organization's website, print materials, and on any trail maps. Therefore, the City Commission hereby approves use of the City name and seal by the BTC as part of its affiliate membership. The City may terminate its membership upon written notice to the BTC and the BTC has agreed to remove references to the City on its website and in its materials upon termination.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this ____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: January 25, 2021

RE: Commission Assignments to Intergovernmental Boards

The City Commission participates in a number of Intergovernmental Boards. After each election, a discussion is held, and Commissioners express their interest in serving on a particular board. Attached are the current board assignments for your review and consideration.

Darlene Galambos

Darlene Galambos
City Clerk

COMMISSION ASSIGNMENTS
(2020)

1. Commissioner Nancy Sikes-Kline - Tourist Development Council (TDC): (904) 209-4420. The meetings are held on the third Monday of every month in the County Auditorium at 500 San Sebastian View at 1:30 p.m.
2. Commissioner Nancy Sikes-Kline - North Florida Transportation Planning Organization (904) 306-7500, Meets monthly, 2nd Thursday, Time: 10 AM, TPO Board Room - 1022 Prudential Drive, Jacksonville.
3. _____ - Sister Cities Association (904/825-1004).
4. Commissioner Roxanne Horvath - Northeast Florida Regional Planning Council (904.279.0880, info@nefrc.org) - Monthly - 1st Thursday at 10:00 a.m. - location: NEFRC, 6850 Belfort Oaks Place, Jacksonville, FL 32216
5. Commissioner John Valdes - Intergovernmental Committee (904.209.0300), www.co.st-johns.fl.us) - Bimonthly - January, March, May, July, September & November - 1st Wednesday at 3:00 p.m. - location: St. Augustine Airport, 4730 Casa Cola Way, Multi Use Facility - 2nd floor conference room.
6. Melissa Wissle - Visitor & Convention Bureau (VCB) (904.829.1711 www.visitoldcity.com) - Monthly – 4th Tuesday, except for May, September, and December. - location, varies,
7. Barry Fox - Continuum of Care - (904) 819-4328 Meets monthly, 100 Whetstone Place, Suite 303 St. Augustine, FL 32086
8. _____ - Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR) 2nd Tuesday monthly, 505 Guana River Road, Ponte Vedra Beach, FL 32082, from 5:00 pm to 6:00 pm
9. Commissioner Nancy Sikes-Kline - Florida League of Cities Voting Delegate

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: January 25, 2021

RE: Request for appointment of two (2) Term Vacancies
Lincolnvile Community Redevelopment Area Steering Committee

Notification was given relevant to two (2) term vacancies on the LCRA Steering Committee. These terms will expire April 30, 2023.

Advertisements requesting applications were placed in the St. Augustine Record in accordance with board advertising policies and posted on the City website. Three applications were received from the following and are attached:

- Julie Risenhoover
- Madeline Wise
- Dee Thomas

Also attached is the current Board roster, along with a profile of the qualifications, duties and responsibilities.

Darlene Galambos
City Clerk

Xc: John Regan, City Manager

LINCOLNVILLE COMMUNITY REDEVELOPMENT
STEERING COMMITTEE
(revised to reflect the wording of the LCRA-SC By-Laws)

- Authorization: *Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57 Amended 4.14.2003, Ordinance 2003-14; Amended 4.8.2013, Ordinance 2013-06.*
- Number of Members: Five (5)
- Appointment: By City Commission
- Terms of Office: The term of the members shall begin and run from March 1st of the year the appointment was made. In appointing the first Steering Committee, the Agency shall designate and appoint two (2) members to serve a three-year term and three (3) members to serve a two-year term. **Upon the expiration of the individual staggered term, the members shall thereafter be appointed to a three-year term.** Members appointed to fill a vacancy for an unexpired term shall serve for the remainder of the unexpired term and may be reappointed to one full term. **No member may serve for more than two consecutive full terms.**
- Reappointment: Normal terms to expire on April 30th.
- Qualifications: The membership of the Steering Committee shall consist of five (5) members and shall receive no salary or compensation for their services. The members shall be appointed by majority vote of the Agency. Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA or are otherwise a stakeholder in the boundaries of the Lincolnville CRA.
- Duties: The purpose of the Steering Committee is to advise and assist the Agency on planning and implementation of goals, programs, projects and activities related to the Agency's approved Lincolnville Redevelopment Plan. The Steering Committee may make recommendations to the Agency regarding the implementation of the Lincolnville Redevelopment Plan. The Steering Committee may recommend a schedule or prioritization of programs and may recommend the allocation of funds for specific projects. The Steering Committee may also recommend amendments to the approved Lincolnville Redevelopment Plan.
- Attendance: Absences unexcused by the chairman for two 2 of three 3 consecutive meetings shall constitute a resignation of the position.
- Meetings: Second Tuesday of each month, 7 P.M., the Willie Galimore Center.

05/14/19

September 25, 2020

To: Tracy Upchurch, Mayor
Leanna Freeman, Vice Mayor
Roxanne Horvath; Nancy Sikes-Kline; John Valdes; Commissioners

RE: LCRA Steering Committee Application

Mr. Upchurch, Ms. Freeman, and City Commissioners:

A full-time Lincolnville resident and LNA Committee Chair, I welcome the opportunity to serve as a member of the LCRA Steering Committee.

My husband and I moved to Florida two+ years ago, looking forward to calling St. Augustine our forever home. Amazing architecture, rich history, and a neighbor-friendly atmosphere made Lincolnville an easy choice for us. We are blessed to live across from the beautiful Gamble-Mosler estate and to watch horse-drawn carriages pass by each day.

Our choice to live in St. Augustine is due in part to my passion and vocation. My education and career encompasses interior design, architecture, project management, strategic planning, and historic renovation. I have developed strategic plans and managed projects for a wide variety of historical, institutional and low-income residential clients -- experience that aligns well with the top priorities outlined in the LCRA's 2017 Plan Amendment.

During my career, I've learned to work with multiple stakeholders and to synthesize often-competing priorities into actionable plans and successful outcomes. My skills will help ensure that LCRA's activities align with our strategic plan; that projects are effectively prioritized; and that funds are efficiently spent.

Outside of work, I have volunteered my time and experience with a number of non-profits:

- Lincolnville Neighborhood Association: 1.5 years, Committee Chair
- Rebuilding Together: 4 years, Construction Captain, low-income housing renovations
- Habitat for Humanity: 3 years, build team, low-income housing
- Zen Hospice: 3 years, hospice volunteer; feasibility study, historic guest house renovation

Currently retired, I have the time, interest and experience to bring to the LCRA Steering Committee.

Thank you for your consideration.



Julie Risenhoover
174 Oneida Street

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: JULIE RISENHOOVER
2. RESIDENCE: 174 ONEIDA ST.
3. BUSINESS OWNED: N/A
4. PROPERTY OWNED: RESIDENCE
5. MAILING ADDRESS PREFERRED: RESIDENCE
6. PHONE NUMBER: 415-302-1972
7. EMAIL ADDRESS: julie_risenhoover@yahoo.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

- ☒ Primary Resident
- ☐ Business Owner
- ☒ Property Owner
- ☐ Other Stakeholder

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnville, please explain your role there:

LNA - CURRENT MEMBER, COMMITTEE CHAIR
(SPECIAL PROJECTS)

11. Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnville community, and ability to meet the time commitments necessary.
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revision to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

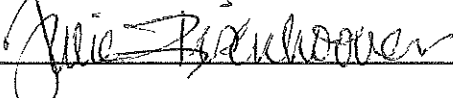
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☐ Yes ☐ No

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

- ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☒ White

13. SIGNATURE OF APPLICANT



DATE 7/25/2020

14. **AGREEMENT:** In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.


Initials

November 13, 2020

Ms. Jamie Perkiins
LCRA Administrator

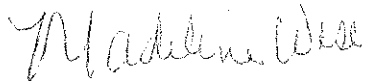
My name is ^{Madeline} ~~Maeline~~ Wise and I have a desire to serve on the LCRA Committee. Some of the reasons I would like to serve on the committee is because Lincolnville is the community where I was born and raise and never thought we would lose our community due to gentrification.

Another reason is that I have family members that still reside in Lincolnville. We own 2 properties in Lincolnville and everyday someone is calling and wanting to buy our properties, not because of the rich African American history in Lincolnville, but for the purpose of making money. Lincolnville was a community of families , not just african american people, where we got along and respected each other.

One other reason is that I am also the CoChair of the Lincolnville Historical Preservation and Restoration Society, Inc. (attached brochure). The purpose of this organization is to preserve, restore and share the history of our people. Our purpose is to make sure improvement doesn't mean destroy the African American history.

These are just some of the reasons for wanting to be apart of the LCRA Committee. As far as my time commitments, I am very flexible.

Thank You



Madeline Wise
904-504-4251

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: Madeline Wise
2. RESIDENCE: 170 Washington St.
3. BUSINESS OWNED: Grandma Lou's Place
4. PROPERTY OWNED: Madeline Wise & Bil Wise
5. MAILING ADDRESS PREFERRED: 2312 Red Oak Dr.
6. PHONE NUMBER: 904-762-9338 (H) 904-504-4251 (C)
7. EMAIL ADDRESS: wimadolo@yahoo.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

- ☐ Primary Resident
- ☒ Business Owner
- ☒ Property Owner
- ☐ Other Stakeholder

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnville, please explain your role there:

I am Co-Chairperson for the (LHPRS) Lincolnville
Historical Preservation & Restoration Society, Inc. (See Attached brochure

11. Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnville community, and ability to meet the time commitments necessary.
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revision to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☐ Yes ☒ No

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

- ☐ American Indian or Alaska Native
☐ Asian
☒ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

13. SIGNATURE OF APPLICANT

Madeleine Wise

DATE 11/13/2020

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.

Initials

Dee Thomas
100 Lincoln Street
St. Augustine, FL 32084

December 8, 2020

City Clerk's Office
75 King Street
St. Augustine, FL 32085

Re: Lincolnville CRA Steering Committee

Dear Commission Members,

I would like to apply for appointment to the Lincolnville CRA Steering Committee. I am a lifelong resident of Florida and recent resident of Lincolnville. I appreciate the heritage, culture, and diversity of Lincolnville. There is a sense of community here that is not found in most places.

I believe the hallmarks of a great community are connection, participation, and support. I am a supporter of the Lincolnville Museum and Cultural Center and Lincolnville Community Garden. Prior to moving to Lincolnville, I was an active community member in Brevard County Florida. I served as an advisory board member for the Cocoa US1 CRA. I am a graduate of Cocoa Citizen's Academy inaugural class. I also supported the local arts community as a benefactor for the Historic Cocoa Village Playhouse's Legacy Foundation and an Aladdin Society donor.

In addition to being a wife and mother, I am also a business owner. As a corporate donor my company supports women owned businesses through weVENTURE as a League of Extraordinary Investors sponsor; it is a business partner for Space Coast Association of Realtors; it has partnered with Brevard Cultural Alliance as a past sponsor of its Cultural Summit.

I look forward to becoming more involved in Lincolnville. I can devote time and skills as needed.

Kindly,

A handwritten signature in black ink that reads "Dee Thomas". The signature is written in a cursive, flowing style with a long, sweeping underline.

Dee Thomas

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: Dee Thomas
2. RESIDENCE: 100 Lincoln St, St Augustine, FL 32084
3. BUSINESS OWNED: _____
4. PROPERTY OWNED: 100 Lincoln St, St Augustine, FL 32084
5. MAILING ADDRESS PREFERRED: 100 Lincoln St, St Augustine, FL 32084
6. PHONE NUMBER: 310-242-1224
7. EMAIL ADDRESS: dotcomdee@gmail.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

- ☒ Primary Resident
- ☐ Business Owner
- ☒ Property Owner
- ☐ Other Stakeholder

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnville, please explain your role there:

Lincolnville Museum and Cultural Center - Torchbearer membership

Lincolnville Community Garden - Friends of the Garden membership

11. **Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnville community, and ability to meet the time commitments necessary.**
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revision to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. **Regardless of your answer to question 1, go to question 2.**

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☐ Yes ☐ No

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

- ☐ American Indian or Alaska Native
☐ Asian
☒ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

13. SIGNATURE OF APPLICANT

Dera Thomas

DATE 12/8/2020

14. **AGREEMENT:** In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.

DT
Initials

LINCOLNVILLE COMMUNITY REDEVELOPMENT
STEERING COMMITTEE

Meets Bi-Monthly, 1st Monday - 7:00 p.m.
Willie Galimore Center

3 Year Terms

Term Expires

Seat 1:		04/30/2023
Seat 2:		04/30/2023
Seat 3: Carolyn O. Wright 142 Martin Luther King Ave, 32084 904-827-1082	Appointed: 2/22/2016 reappointed 5/13/2019 cwrightlincolnvillcra@gmail.com	04/30/2022
Seat 4: Rev Rory M. Hermann 121 De Haven St., 32084 904-982-5989	Appointed: 2/22/2016 reappointed 5/13/2019 past0rrmh@gmail.com	04/30/2022
Seat 5: Nathan Baer 122 Bridge St, 32084 (904) 293-9615	Appointed: 2/22/2016 reappointed 5/13/2019 hoosierswin@gmail.com	04/30/2022

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: January 25, 2021

RE: Notification of two (2) upcoming term expirations – Historic Architectural Review Board (HARB)

Notification is being made to the Commission relevant to two (2) term expirations on the Historic Architectural Review Board. The terms are currently held by Jon Benoit and Catherine Duncan and due to expire March 28, 2021. Both members are eligible for reappointment.

Requests for applications will be placed in the St. Augustine Record in accordance with board advertising policies and posted on City's website.

Attached is the current HARB roster and board profile and responsibilities.

Darlene Galambos

Darlene Galambos
City Clerk

xc: Clerk's Office

HISTORIC ARCHITECTURAL REVIEW BOARD

Meets Monthly, 3rd Thursday - 1:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
Gaere MacDonald Contractor	23 Water Street, 32084 904-814-7799 gmdconstruction@aol.com	03/25/19 1 st full term	3/28/2022
Jon Benoit Contractor	900-D Anastasia Blvd, 32080 904-540-3065 jonbenoit@behstbuilders.com	03/26/18 1 st full term	3/28/2021
Catherine Duncan CHAIR Architect	5 Althea St, 32084 904-824-4673 catherinedunc@aol.com	11/09/15 fill vacancy 3/26/18 1 st full term	3/28/2021
Barbara Wingo VICE-CHAIR Attorney/Historian	17 Saragossa St. 32084 PO Box 497, 32085 (preferred) 824-5146; cell 352-214-1214 bcwingo@gmail.com	02/22/16 1 st full term 03/25/19 2 nd full term	3/28/2022
Paul Weaver, III Professional Preservation Consultant	5 Milton St, 32084 160 Vilano Rd, Ste 7 824-5178 – 347-6090 hpa007@aol.com	06/25/18 1 st full term 04/27/20 2 nd full term	3/28/2023
VACANT <u>Alternate</u>			3/28/2023
VACANT <u>Alternate</u>			03/28/2022

HISTORIC ARCHITECTURAL REVIEW BOARD

Authorization:	Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.
Number of Members:	Five (5) Regular Members and Two (2) Alternates
Terms of Office:	Three (3) years, expiring on March 28 th - Original terms staggered; no member appointed for more than two full consecutive terms.
Appointment:	By City Commission.
Qualifications:	While preference shall be given to current City residents, City Commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. All members of the historic architectural review board shall have either thorough training and/or experience in: 1 history or related fields; 2 archaeology; 3 architectural history; 4 historic architecture; and 5 art history. Alternates shall be appointed for a three (3) year term, and shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members. See Section 28-82 for the criteria required in order to be appointed to the Board.
Duties:	Act on applications for Certificates of Appropriateness in HP-1 through HP-5; act on applications for building permits on property abutting HP-1 through HP-3; act on all applications for demolition permits for structures 50 years old or older within the City limits; cooperate with governments in planning proposed and future projects reflecting concerns and policies and assist as a consultant in development of future land use plans; advise property owners & government agencies concerning maintenance, protection, enhancement and preservation of historic resources; advise the City Commission concerning effects of local governmental actions on resources designated under the ordinance; recommend issuance of stop work order when not in compliance; develop rules and procedures necessary to implement powers and duties of the HARB consistent with ordinance; conduct regular public meetings and call special meetings; and designate historical landmarks.
Attendance:	Failure to attend two 2 of three 3 consecutive meetings without approval of the chair shall be considered a resignation of the position. Sec 28-85
Meetings:	Third Thursday of each month, 1 P.M. the Alcazar Room, City Hall.

CITY OF ST. AUGUSTINE

City Commission Special Meeting
Monday, December 7, 2020

The City Commission met in formal session Monday, December 7, 2020 at 7:30 P.M.
The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

Absent: Leanna S. Freeman, Vice-Mayor/City Commissioner

Staff: John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Barry Fox, Police Chief
Melissa Wissel, Communications Director
Cindy Walker, Communications Specialist
Candice Seymour, Recording Secretary
Laura Morse, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Ted Voorhees, St. Cyprian's Episcopal Church, delivered the invocation, and Mayor Upchurch led the Pledge of Allegiance.

Mayor Upchurch acknowledged the anniversary of Pearl Harbor which caused tremendous loss of life and he noted the importance of remembering those who dedicated their lives to serve this country.

2. GENERAL PUBLIC COMMENT

The Commission heard from the following members of the public:

- BJ Kalaidi

Public comment was closed.

3. COMMENTS BY CURRENT SITTING COMMISSION

Commissioner Sikes-Kline noted she looked forward to the evening.

Commissioner Horvath also noted she looked forward to the evening.

Mayor Upchurch noted the specialty of the meeting which provided opportunity to thank outgoing Commissioners and greet those newly elected. He reminded the Commissioners of the farewell words delivered to Vice-Mayor Freeman at the previous meeting and the current opportunity to formally welcome Commissioner-elect Barbara Blonder. He indicated the excitement for her impending service and stated the Commission looked forward to working with her.

Commissioner Valdes apologized for his absence at the previous meeting. He noted

the appreciation, honor, and enjoyment of working with Vice-Mayor Freeman for many years, which began on the Planning and Zoning Board, and thanked her for her service. He stated he looked forward to working with, and learning from, a new Commissioner at the table.

Mayor Upchurch requested that Melissa Wissel, Communications Director, assist with the oaths of office.

Ms. Wissel introduced Darlene Galambos, City Clerk, to administer the oaths of office.

4. OATHS OF OFFICE

4A. Mayor Tracy Upchurch

Ms. Galambos swore in Mayor Upchurch, who was accompanied by Beth Upchurch.

4B. Commissioner Roxanne Horvath

Ms. Galambos swore in Commissioner Horvath.

4C. Commissioner Barbara Blonder

Ms. Galambos swore in Commissioner-elect Blonder, who was accompanied by David Haynes and Seth Blonder-Haynes.

5. ELECTION OF VICE-MAYOR

MOTION

Commissioner Horvath MOVED to nominate Commissioner Sikes-Kline as Vice-Mayor. The motion was SECONDED by Commissioner Valdes and APPROVED BY UNANIMOUS VOICE VOTE.

6. COMMISSION POLICIES AND PROCEDURES

6.A. Discussion and adoption of Resolution 2020-39, providing for the Operating Policies, Reorganization, Rules and Procedures of the City of St. Augustine City Commission.

Isabelle Lopez, City Attorney, reviewed the Resolution.

John Regan, City Manager, noted the Alcazar Room rules for public meetings had transformed during the pandemic, and the significant difference was the requirement to wear a face covering over nose and mouth at all times, with ability to only lower when speaking. He advised this change reflected the Commission's will, based on discussion at the last meeting.

Mayor Upchurch noted the rules for public meetings, Exhibit 'F' of the Resolution, lacked the detail of the rules distributed by Mr. Regan in the meeting.¹

Ms. Lopez advised the detailed rules were created when the Planning and Zoning Board (PZB) and Historical Architectural Review Board (HARB) returned to in-person meetings in September 2020, and concern existed for holding public hearings. She noted that Resolution 2020-21 provided Mr. Regan with authority to 'tweak' the rules, and that whether the rules should be general or more detailed was at the will of the Commission.

Mayor Upchurch suggested the more detailed rules be included as a second page of 'Exhibit F'.

MOTION

Mayor Upchurch MOVED to include the more detailed rules as part of Exhibit 'F'. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Blonder noted a scrivener's error on Exhibit "C", Meeting Procedures, page 11, Section K 'Exhibits':

- At end of first sentence 'possibly' should be 'possible'

¹ Attached to original Commission packet

MOTION

Mayor Upchurch MOVED to approve Resolution 2020-39 as amended. The motion was SECONDED by Commissioner Sikes-Kline.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Horvath, Valdes, Blonder

NAYES: None

MOTION APPROVED UNANIMOUSLY

6.B. Resolution 2020-40: Urging Governor DeSantis to reinstate the provisions of EO-20-69 allowing the use of CMT to conduct meetings.

Commissioner Horvath reviewed the Resolution and requested the support of other Commissioners. She noted the uncertainty of Governor DeSantis' agreeance, but stated it was worth the attempt.

Commissioner Blonder stated the science was very clear, case numbers were increasing exponentially in many states, and it was a responsible decision to respect residents' safety and make the Commission's voice heard.

Commissioner Valdes recapped the COVID-19 cases in Florida and believed the peak was still months away. He stated essential functions such as jobs and shopping were necessary; however, alternatives existed that should be pursued to avoid placing citizens and City staff at risk, and he supported the Resolution.

Mayor Upchurch noted his appreciation of City staff for accommodating the Alcazar Room for meetings. He stated it was unfair for staff and law enforcement to be in the room during meetings while Commissioners participated virtually; however, the Resolution provided Commissioners the option to remotely or physically participate and he would support the Resolution.

There was Commission consensus to proceed with the Resolution.

Commissioner Horvath MOVED to approve Resolution 2020-40. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION

AYES: Horvath, Blonder, Sikes-Kline, Valdes, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

7. CLOSING COMMENTS BY MAYOR AND CITY COMMISSIONERS

Commissioner Valdes thanked City staff for the tremendous efforts to make the architecturally challenged room safe for staff, citizens and Commissioners. He stated the importance of public meetings to serve citizens, but suggested a better facility to accommodate size, airflow and air quality, and if an alternative could not be found, the Commission should return to their duties virtually. He noted the regret of losing home rule and expressed resentment for the Governor's decision on the return to in-person meetings, as science should be listened to and followed.

Commissioner Horvath stated she was hopeful for the vaccine protection. She welcomed Commissioner Blonder.

Mayor Upchurch welcomed Commissioner Blonder and congratulated her election during a difficult set of circumstances. He advised they worked together for many years at Flagler College, and stated she would be a passionate, effective, and talented Commissioner.

Commissioner Blonder echoed the statements of Commissioner Valdes and Commissioner Horvath regarding meeting in the Alcazar Room. She emphasized that vaccines were forthcoming in a short period of time, compared to everything

sacrificed the past ten months. She stated the request for a safer meeting location was temporary, and if not viable, then she preferred virtual meetings until people could be safely vaccinated.

Commissioner Blonder thanked Vice-Mayor Freeman for her professionalism and respectful communication during and after the campaign. She stated how honorable Vice-Mayor Freeman was and she left an indelible legacy with projects such as the 7-11 proposal in North City and Fish Island. She expressed her excitement to be part of the Commission.

8. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:01 P.M.²

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

² Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, December 14, 2020

The City Commission met in formal session Monday, December 14, 2020 at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Nancy Sikes-Kline, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
John Valdes, City Commissioner
Barbara Blonder, City Commissioner

John Regan, City Manager
Denise May, Assistant City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Director, Planning and Building
Todd Grant, Director, Utilities
Melissa Wissel, Communications Director
Stephen Lauber, Information Technology Manager
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Laura Morse, Recording Secretary
Marie Lopes, Office Assistant

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Jeff Gatlin, Freedom Church, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

John Regan, City Manager, requested the addition of the following items to the Agenda:

- Certificate of Recognition regarding recent house fire on Cerro Street
- Item 13B 'Report on alternatives regarding meeting space in context to COVID'

MOTION

Commissioner Sikes-Kline MOVED to accept the Agenda as revised by the City Manager. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

Carlos Aviles, Fire Chief, thanked first responders for their performance during the Cerro Street house fire. He acknowledged the actions of Ms. Terri Gamble, a neighbor who assisted the family who lost their home.

Mayor Upchurch presented Ms. Gamble with a Certificate of Recognition on behalf of the City and Commission, and stated her

actions embodied the greatness of the City of St. Augustine.

Chief Aviles presented Captain Michael Fittipaldi with a Certificate of Recognition for his leadership, professionalism, and composure during the fire.

Mayor Upchurch noted the appreciation and pride from the City for Chief Aviles, Captain Fittipaldi and the firefighters.

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

The Commission heard from the following members of the public:

- Charles Pappas
- Chris Fulmer
- Shawn Morrison
- Doug Russo
- Jaime Parham
- BJ Kalaidi
- Ellaina Parham

Public comment was closed.

5. CONSENT AGENDA

Mr. Regan, City Manager, read the Consent Agenda.

CONSENT AGENDA – DECEMBER 14, 2020

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JANUARY 25, 2021:

(None)

CA.3. Reminder of Upcoming Meetings:

- January 11, 2021, 5pm, Regular City Commission Meeting

- January 25, 2021, 5pm, Regular City Commission Meeting
- February 8, 2021, 5pm, Regular City Commission Meeting

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

- October 26, 2020, Regular City Commission Meeting
- November 9, 2020, Regular City Commission Meeting

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

Vida Baas Sizemere - 1110 4th Street

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

Proclamation 2020-14: Proclaims January 1 through December 31, 2021 as Trinity Parish Church's Bicentennial Year. (R. Horvath, Commissioner)

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:

(None)

CA.8. Approval of annual routine carryover request list. (M. Simpson, Director Finance)

CA.9. Financial report through month ending November 20, 2020. (M. Simpson, Director Finance)

CA.10. Recommendations from St. Johns County Transportation Advisory Group of the 2021 St. Johns County Road Capacity Project Priorities. (R. Franklin, Director Public Works)

CA.11. Correction to previously approved park name from Maria Andreu

Conservation Park to Maria Andreu
Conservation Area at Lighthouse Park. (M.
Wissel, Director Communications)

CA.12. Approval of invoice from Cavendish
Partners, P.A. for services in the amount of
\$4,669.00 for legal services rendered in
the Marlowe v. City of St. Augustine
matter. (I. Lopez, City Attorney)

End of Consent Agenda

**5.A. Additions, deletions or
modifications to Consent Agenda**

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Sikes-Kline MOVED to
approve the Consent Agenda. The
motion was SECONDED by
Commissioner Horvath 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 2020-31: Provides for
notifications required by Section
162.09(1), Florida Statutes, to be made
to the City Manager and for the board to
hear applications for reduction of fines
and fees prior to and after recording
liens.**

Denise May, Assistant City Attorney,
reviewed the Ordinance.

Public hearing was opened, however there
was no response.

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to
pass Ordinance 2020-31 on second
reading. The motion was SECONDED by
Commissioner Blonder.

Ms. May read the title as follows:

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY OF ST.
AUGUSTINE, FLORIDA AMENDING
CHAPTER 2, ARTICLE V, DIVISION 2,
SECTIONS 2-212 AND 2-213 OF THE
CODE OF THE CITY OF ST. AUGUSTINE
TO PROVIDE NOTIFICATION TO CITY
MANAGER OR HIS OR HER DESIGNEE;
TO PROVIDE FOR APPLICATION TO
THE CODE ENFORCEMENT,
ADJUSTMENTS, AND APPEALS BOARD
FOR REDUCTION OF FINES AND FEES
PRIOR TO LIEN RECORDATION OR FOR
RECOMMENDATION TO THE CITY
COMMISSION FOR REDUCTION OF
FINES OR FEES ON RECORDED LIENS;
PROVIDING FOR INCLUSION IN THE
CODE OF THE CITY OF ST.
AUGUSTINE; PROVIDING FOR REPEAL
OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERANCE OF
INVALID PROVISIONS; AND PROVIDING
FOR AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Sikes-Kline, Blonder, Valdes,
Horvath, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

8.A.2. Ordinance 2020-32: Amends the Hilton Bayfront Inn Planned Unit Development to allow for an additional 1% lot coverage.

David Birchim, Director, Planning and Building, reviewed the Ordinance.

Public hearing was opened, and the Commission heard from the following:

- James Whitehouse, Esq.

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2020-32 on second reading. The motion was SECONDED by Commissioner Valdes.

Ms. May read the title as follows:

ORDINANCE NO. 2020-32

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE HILTON BAYFRONT INN PLANNED UNIT DEVELOPMENT (PUD) ESTABLISHED PURSUANT TO ORDINANCE NO. 2009-02 IN ORDER TO PROVIDE FOR ADDITIONAL LOT COVERAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Sikes-Kline, Valdes, Horvath,
Blonder, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

8.A.3. Ordinance 2020-33: Amends the Firefighter's Pension Trust Fund to comply with changes to the mandatory distribution age and the allocation of the Share Plan.

Ms. May reviewed the Ordinance.

Public hearing was opened, however there was no response.

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2020-33 on second reading. The motion was SECONDED by Commissioner Valdes.

Ms. May read the title as follows:

ORDINANCE NO. 2020-33

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING PART II, CHAPTER 20, PENSIONS AND RETIREMENT, ARTICLE V, FIREFIGHTERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF ST. AUGUSTINE; AMENDING SECTION 20-195, CONTRIBUTIONS; AMENDING SECTION 20-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 20-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 20-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 20-219, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Sikes-Kline, Valdes, Horvath,

Blonder, Upchurch

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

(None)

9.B. Resolutions

(None)

Item 12.A. reviewed here.

10. STAFF REPORTS AND PRESENTATIONS

10.A. An overview of the Wastewater Treatment Plant flood mitigation.

Todd Grant, Director, Utilities, delivered a presentation regarding Wastewater Treatment Plant (WWTP) vulnerabilities with sea level rise, and City actions to protect the Plant during a hurricane while delivering critical service to the community.

The Commission and Mr. Grant discussed:

- WWTP long-term outlook plan and challenges faced as a coastal community
- Higher sea level rise expected between 2030 and 2040
- Elevation of twelve feet used with all critical components for current projects in final design stage
- Larger decisions required to combat sea level rise with storm

surge and other projects surrounding the WWTP

- Volunteers planned isolation and live-in at Water, WWTP and Solid Waste plants to avoid a COVID related shutdown
- Prioritize vaccine availability for staff at Water, WWTP and Solid Waste plants, who already received routine vaccinations
- Vulnerabilities with existing gravity sewer system versus force main system that operated under water without inundation issues
- Force main system concerns included huge expense, and ability for private individuals to tap into system potentially causing failure
- Infiltration and inflow program, budgeted each fiscal year, reduced ground and sea water into gravity system with the following:
 - Lining manholes
 - Repair and line gravity systems
 - Review structural conditions
 - Smoke testing use to determine damage and infiltration
 - Place dishes into manholes to hinder water from weak holes

10.B. Discussion to address high water bills due to accidental leaks or breaks on a customer's property.

Mr. Grant reviewed the subject and current City policy on the topic. He requested Commission approval to apply 'Block Rate 1' as a rate reduction standard, whether customer resided inside or outside City limits, if mutually determined the leak or break was accidental.

Mayor Upchurch expressed his appreciation for Mr. Grant's creativity, and City staff for reviewing the matter, and believed it was a successful way to assist customers without jeopardizing finances.

There was Commission consensus to apply the 'Block 1' inside rate to excessive consumer water bills as per the example provided by Mr. Grant.

10.C. Municipal utility rate comparison.

Mr. Grant reviewed the topic which emerged from public comment at a prior Commission meeting. He stated the rates were based on 3,000-gallon consumption, City water and sewer rates were comparable to other Florida municipalities and the City of St. Augustine consistently took measures to maintain similar costs.

Commissioner Blonder inquired about future rate impacts with rapid City and County development and measures taken to ensure the City's water supply capacity was not exceeded. She suggested steps to conserve water resources such as implementing a public education program and incentivizing use of water conservation measures like low flow plumbing fixtures and native plant landscaping.

Mr. Grant advised the City was in initial analysis phase regarding WWTP expansion to accommodate an additional one million gallons of reverse osmosis or to construct a new WWTP to accommodate two million gallons. He acknowledged the ability to promote flow plumbing fixtures and suggested reduced permit fees from Planning and Building as an incentive. He concluded that a drawdown analysis at the well field required updating to ensure surrounding wells not impacted, to compare to previous studies on drawdown differences to ensure water supply maximization.

10.D. Request for consensus to work with Lightner museum to amend current agreement.

Meredith Breidenstein, Assistant City Manager, reviewed the topic. She requested Commission consensus to work with the Board of Trustees of the Lightner Museum (Lightner) to transfer two parking spaces, which were a City asset, to the Trustees' parcel, then subsequently review the existing agreement to determine any implications for the City.

Mayor Upchurch reminded the Commission that pursuant to the initial 1947 trust indenture that created the City and Lightner relationship, the Mayor served as an ex-officio voting member on the Lightner Board.

The Commission discussed:

- Lightner engaged in re-design of back area near steps for event space
- Lightner received control of space through Historical Architectural Review Board (HARB) approval, which did not include the parking spaces
- Transfer from City was not a sale or rental, but a change to Lightner Museum controlled portion
- Use of back-lot parking area to accommodate outdoor venue space with larger events
- At 50% capacity, spaces generated approximately \$3,500 per year, and should consider value of changing from public to private use
- HARB could not move forward with plans until agreement approved by Commission, then would be amended
- Hesitant to utilize space as rental based on noise concerns
- Outside events governed by noise ordinance which stated 10:00 P.M. was cutoff for outdoor music

Commissioner Valdes and Commissioner Horvath expressed concern regarding the two spaces since parking was at a premium and they questioned the importance of the spaces to the Lightner.

There was Commission consensus to allow City staff to continue conversation with the Lightner and return with a formal proposal, at which time the Commission would be re-familiarized with a brief historic review and to address concerns on the topic.

11. ITEMS BY CITY ATTORNEY

11.A. Sunshine, Public Records and Ethics Minute.

No presentation made, provided by the City Attorney's Office for information purposes.

12. ITEMS BY CITY CLERK

Item reviewed after 9.B.

12.A. Request for three appointments to the Code Enforcement Adjustment and Appeals Board.

Darlene Galambos, City Clerk, reviewed the topic and stated three applications were received from current and eligible board members. She noted the applicants:

- Charlu Reigle
- Larry Weeks
- Thomas Day

MOTION

Mayor Upchurch **MOVED** that Ms. Reigle, Mr. Weeks and Mr. Day be re-appointed to the Code Enforcement Adjustment and Appeals Board (CEAAB). The motion was **SECONDED** by Commissioner Horvath.

VOTE ON MOTION

AYES: Upchurch, Horvath, Valdes, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

Ms. Galambos advised a vacancy remained on the CEAAB which had been re-advertised.

12.B. Request for two appointments to the Civil Service Board.

Ms. Galambos reviewed the topic and stated two applications were received from

current and eligible board members. She noted the applicants:

- Stephen Moranda
- Loran Lueders

MOTION

Mayor Upchurch **MOVED** to appoint Mr. Stephen Moranda and Mr. Loran Lueders to the Civil Service Board. The motion was **SECONDED** by Commissioner Horvath.

VOTE ON MOTION

AYES: Upchurch, Horvath, Valdes, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

12.C. Request for one appointment to the St. Augustine Police Officers' Retirement Board of Trustees.

Ms. Galambos reviewed the topic and stated one application was received from a previous and eligible board member. She noted the applicant:

- Daniel Hilbert

MOTION

Mayor Upchurch **MOVED** to appoint Daniel Hilbert to the St. Augustine Police Officer's Retirement Board of Trustees. The motion was **SECONDED** by Commissioner Horvath and **APPROVED** by **UNANIMOUS VOICE VOTE**.

13. ITEMS BY CITY MANAGER

13.A. Update on 80-acre discussions with county representatives, appraiser and Florida Housing Coalition.

Mr. Regan reviewed the topic and advised that St. Johns County withdrew their interest in the property based on the inability to secure mineral rights prior to

grant expiration; however, two positive outcomes surfaced from the process:

- Discussions that previously proved difficult were initiated with Mosaic Company regarding mineral rights
- Commissioner Horvath's networking introduced City to Florida Housing Coalition that would provide information and support for future workforce housing projects

Mayor Upchurch stated it was not unusual for real property to have mineral rights separate and stressed the City's continued efforts to acquire them since it would prove extremely beneficial.

Commissioner Blonder requested completion of a feasibility study on the parcel to determine potential recreational opportunities with greenspace and environmentally beneficial aquifer recharge versus workforce or affordable housing, or a combination of the two.

13.B. Discussion on options for future City Commission and other City Board meetings.

Mr. Regan reviewed the four meeting venue options with the Commission and reminded them their decision affected multiple City boards.¹ He added the following information:

Continue In-person in Alcazar Room:

- Suggested policy adoption to shorten meeting which included:
 - Less informative presentations
 - More Consent Agenda items
 - Review of essential items requiring Commission decisions

Outdoor option:

- Police Department not amiable to outdoor venue meetings due to security vulnerabilities

- Amphitheater was a prime location in City limits and recently spent \$1.7 million in safety upgrades; however, cost recovery not set up for fees

Hybrid meeting option:

- Sunshine Law allowed due to extenuating circumstances
- Lowered room participant density while maintaining in person quorum requirements
- Required connecting audiovisual system and voice over internet protocol phone system at cost of approximately \$5,500 with a four to six week lead time

Virtual (Zoom) option:

- Required Commission Declaration of Emergency Order under City Charter with requirement to meet every seven days to renew emergency action
- Currently used in three South Florida cities
- Included legal risk with several Attorney Generals claiming illegality, and if challenged, decisions made in meetings would be null and void

The Commission discussed:

- Extremely uncomfortable with public not wearing masks while inside Alcazar Room
- Enforce mask wearing while in Alcazar Room, unless speaking, and deny entry to those who refused to wear masks
- Outside podium suggested for speakers not wearing masks
- Shorten meetings to necessity items for less confined space time
- Trolley riders lack of social distancing or wearing masks while at maximum capacity, risking COVID spread
- Citizens and staff were due the safest environment possible and

¹ Attached to original Commission packet

safety measures taken in Alcazar Room sufficed

- Other municipalities had returned to in-person meetings
- True Florida COVID numbers unknown and until they decreased, should utilize hybrid option
- Place fan at entry side of Alcazar Room to move air so Commission could hear properly
- Utilize call-in option for non-present Commissioners similar to procedure at the County
- \$5,500 equipment investment would assist in future potential unforeseen circumstances

Ms. May advised the City could mandate mask wearing while in the public building or at public meetings, with ability to remove while speaking, and could deny entry for those not wearing masks; however, the City was unable to fine those not in compliance.

Ms. May noted the hybrid option required a finding of extraordinary circumstances for the two Commissioners who would not be present.

Merin Dunn, Audio-visual Specialist, advised the current streaming service would not accommodate a podium outside the Alcazar Room, nor hosting meetings at other locations.

There was Commission consensus for staff to proceed with the technology to manage a hybrid meeting at an approximate cost of \$5,500, and the Commission would remain in the Alcazar Room until such time as the technology was available and installed.

Mr. Regan advised the Commission that staff would acquire the technology to accommodate hybrid meetings and would seek expedited delivery of equipment. He suggested that City staff perform an analysis on the meeting details and to return to the Commission with suggestions.

14. ITEMS BY MAYOR AND COMMISSIONERS

Commissioner Blonder inquired about options for the next step regarding the issue of social distancing on the trolleys.

Mayor Upchurch noted his receipt of an email from the manager of the trolley facility, and suggested the matter be discussed individually with Mr. Regan.

Commissioner Horvath noted the comparison of the green and red trains was being reviewed and that the green trains had plexiglass as a safety feature. She wished everyone a happy holiday.

Mayor Upchurch noted his appreciation of City staff and service during the crazy year and wished everyone a wonderful holiday.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:01 P.M.²

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

² Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

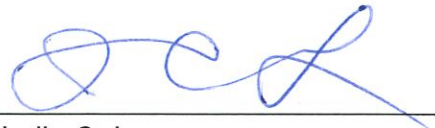
DATE: January 12, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 2916 N. 2ND STREET**

Enclosed is a Satisfaction and Release of Mortgage for 2916 N. 2nd Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, James Priest, and Aksana Priest. The mortgage was recorded in the Public Records of St. Johns County on July 1, 2015. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 25, 2021 City Commission meeting.

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

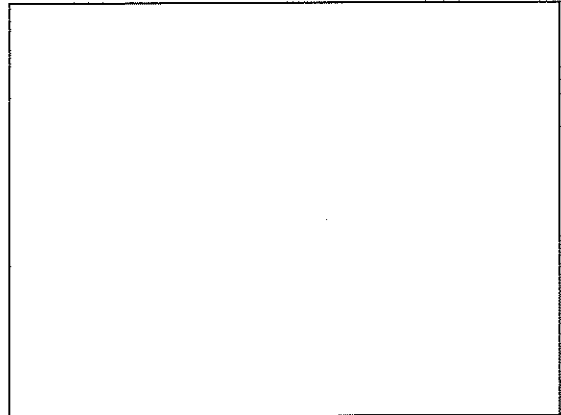


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **JAMES PRIEST and AKSANA PRIEST**, whose address is 2916 N. 2nd Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated June 24, 2015, recorded at Official Records Book 4051, Page 180, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4051, Page 180, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: THE WEST 75 FEET OF LOT 6 AND THE SOUTH ONE-HALF OF LOT 8, BLOCK 20, PONCE DE LEON HEIGHTS UNIT No. 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 73, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 086150-0000

LOCATION ADDRESS: 2916 N. 2ND STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2015040962
BK: 4051 PG: 180
7/1/2015 12:07 PM
Recording \$61.00
Doc M: \$12.95
Int. Tax \$7.22

THIS MORTGAGE, by and between James Priest and Aksana Priest, whose address is 2916 N 2nd Street (hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

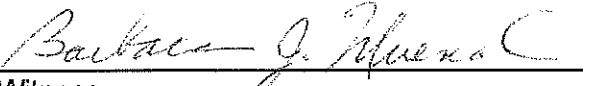
3. That the Mortgagee will make monthly payments in the amount of \$35.14 for 120 months.

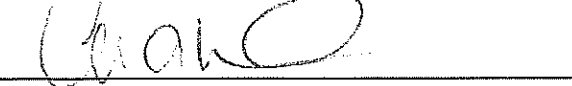
IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 24th day of June, 2015.

Signed, sealed and delivered in the presence of:

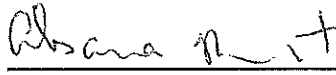

Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Cori A Wiles


Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Cori A Wiles

BY: 
(Printed Name) James Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

BY: 
(Printed Name) Aksana Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

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

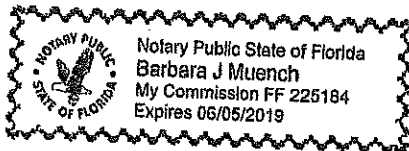
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

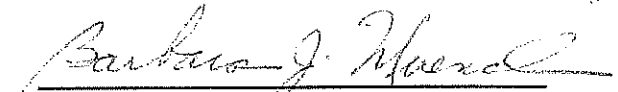
STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 24th day of June, 2015.




Notary Public, State of Florida

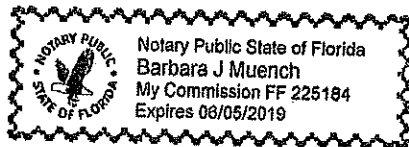
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 24th day of June, 2015.




Notary Public, State of Florida

LEGAL DESCRIPTION

The West 75 feet of Lot 6 and the South one-half of Lot 8, Block 20, Ponce de Leon Heights Unit No. 1, according to the map or plat thereof, as recorded in Map Book 3, Page 73, of the Public Records of St. Johns County, Florida.

Parcel Id. No. 086150-0000

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: James Priest and Aksana Priest
ADDRESS: 2916 N 2nd Street
St. Augustine, FL 32084

\$3,608.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 2916 N 2nd Street, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **3608.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.18 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **35.14 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of June 24, 2015**, in the presence of:

Witness *Barbara J. Muench*
Printed Name: Barbara J Muench

BY: *James Priest*
(Printed Name) James Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

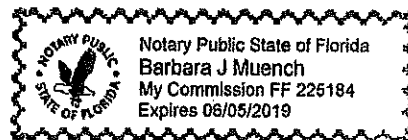
Carol Niles
Witness
Printed Name: Carol Niles

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 24th of June, 2015.

Barbara J. Muench
Notary Public, State of Florida



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

Signed, sealed and delivered **dated as of June 24, 2015**, in the presence of:

Witness Barbara J. Muench
Printed Name: Barbara J Muench
[Signature]
Witness
Printed Name: CORIAN RILES

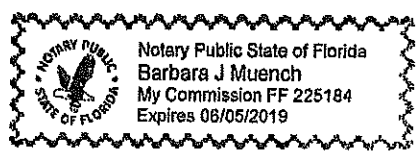
BY: Aksana Priest
(Printed Name) Aksana Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 24th of June, 2015.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 12, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 255 S. WOODLAWN STREET**

Enclosed is a Satisfaction and Release of Mortgage for 255 S. Woodlawn Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Samuel Lyons, and Ruth Miller. The mortgage was recorded in the Public Records of St. Johns County on February 14, 2012. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 25, 2021 City Commission meeting.

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

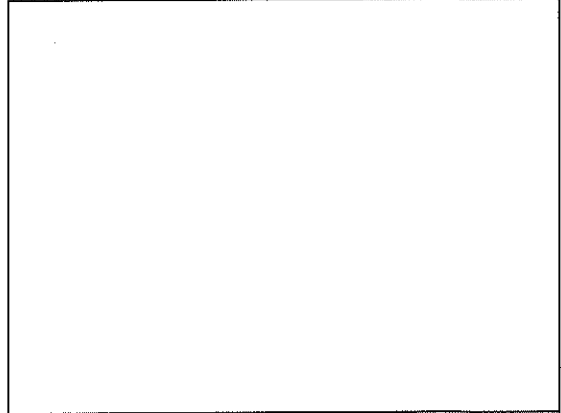


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **SAMUEL LYONS and RUTH MILLER**, whose address is 255 S. Woodlawn Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 26, 2012, recorded at Official Records Book 3525, Page 1151, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3525, Page 1151, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this ____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I **HEREBY CERTIFY** that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida
(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOT THIRTEEN (13) OF BLOCK ONE (1) OF COLEE SUBDIVISION, SITUATED PART IN AVICE AND VAIL GRANT, SECTION 41-7-29, ALSO PART IN HUERTAS GRANT, SECTION 45-7-29, AS FILED IN MAP BOOK 1, PAGE 98, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 121910-0000

LOCATION ADDRESS: 255 S. WOODLAWN STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of
St. Johns County, FL
Clerk # 2012008253,
O.R. 3525 PG 1151-1158
02/14/2012 at 11:33 AM,
REC. \$33.00 SUR. \$36.50
Doc. M \$17.15
Int Tax \$9.69

THIS MORTGAGE, by and between **Samuel Lyons** whose address is 255 S Woodlawn Street and **Ruth Miller** whose address is 447 BELLEVUE AVE (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

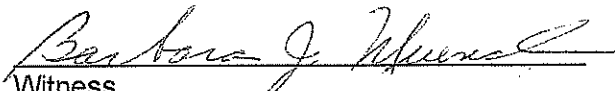
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of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

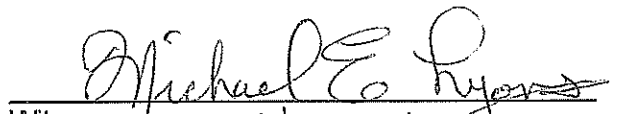
2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and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

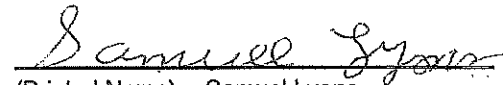
3. That the Mortgagee will make monthly payments in the amount of \$47.45 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 26th day of January, 2012.

Signed, sealed and delivered in the presence of:


Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Michael E. Lyons

BY: 
(Printed Name) Samuel Lyons
(Address) 255 S Woodlawn Street
(Telephone) 904-887-4187

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

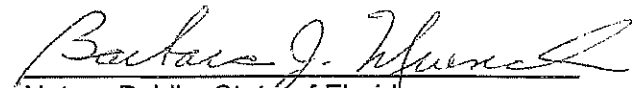
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

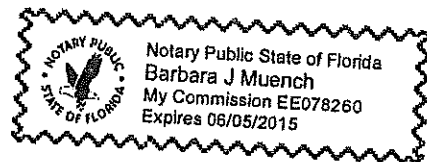
STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 26th day of January, 2012.


Notary Public, State of Florida



1st IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this day of February, 2012.

Signed, sealed and delivered in the presence of:

Wayne A. Fletcher
Witness
Printed Name: WAYNE A. FLETCHER

BY:

Ruth L. Miller
(Printed Name) Ruth Miller
(Address) 447 Bellevue Ave
(Telephone) (201) 695-5098

Lynn M. Mazzie
Witness
Printed Name: LYNN M. MAZZIE

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

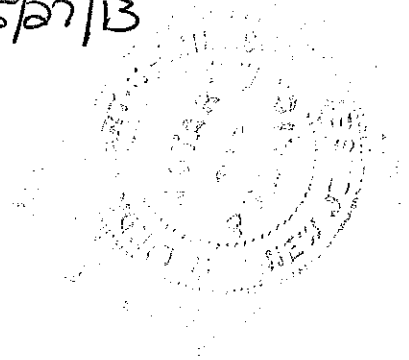
STATE OF NJ
COUNTY OF Mercer

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

Witness my hand and official seal, this 1st day of February, 2012.

Jinfa Martin Mills

Notary Public, State of NJ
exp 5/27/13



LEGAL DESCRIPTION

Lot Thirteen (13) of Block One (1) of Colee Subdivision, situated part in Avise and Vail Grant, Section 41-7-29, also part in Huertas Grant, Section 45-7-29, as filed in Map Book 1, Page 98, Public Records of St. Johns County, Florida.

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Samuel Lyons and Ruth Miller
ADDRESS: 255 S Woodlawn Street
St. Augustine, FL 32084

\$4,846.25

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **255 S Woodlawn Street**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4846.25 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.29 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **47.45 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of January 26, 2012**, in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: Samuel Lyons
(Printed Name) Samuel Lyons
(Address) 255 S Woodlawn Street
(Telephone) 904-887-4187

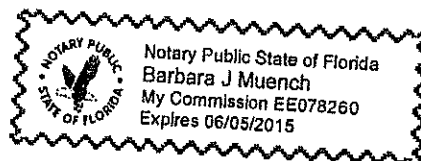
Michael E. Lyons
Witness
Printed Name: Michael E. Lyons

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 26th day of January, 2012.

Barbara J. Muench
Notary Public, State of Florida



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

Signed, sealed and delivered **dated as of February** 1, 2012, in the presence of:

Wayne A. Fletcher
Witness
Printed Name: WAYNE A. FLETCHER

BY:

Ruth L. Miller
(Printed Name) Ruth Miller
(Address) 447 Bellevue Ave
(Telephone) (609) 695-5098

Lynn M. Mazzei
Witness
Printed Name: LYNN M. MAZZEI

STATE OF NJ
COUNTY OF Mercer

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

Witness my hand and official seal, this 1st day of February, 2012.

Linda Martin Mills
Notary Public, State of NJ
exp 5/27/13



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 11, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 1021 NORTH ORANGE STREET**

Enclosed is a Satisfaction and Release of Mortgage for 1021 North Orange Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Walter McDowell, and Lender Jones-McDowell. The mortgage was recorded in the Public Records of St. Johns County on November 12, 2014. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 25, 2021 City Commission meeting.

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

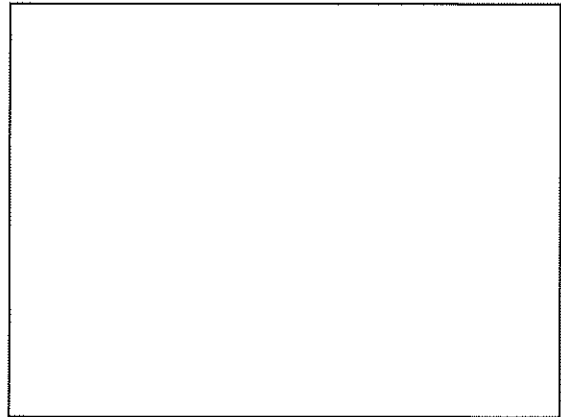


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **WALTER MCDOWELL and LENDER JONES-MCDOWELL**, whose address is 1021 North Orange Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated November 4, 2014, recorded at Official Records Book 3952, Page 1623, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3952, Page 1623, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 15 AND 16, BLOCK 109, AFRO-AMERICAN SUBDIVISION, OF THE DANCY TRACT, UNIT NO. 3, A SUBDIVISION RECORDED IN MAP BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 118260-0150

LOCATION ADDRESS: 1021 NORTH ORANGE STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2014066204
BK: 3952 PG: 1623
11/12/2014 1:19 PM
Recording \$61.00
Doc M: \$25.55
Int. Tax \$14.42

THIS MORTGAGE, by and between Walter McDowell and Lender Jones-McDowell, whose address is 1021 No. Orange Street (hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of \$70.14 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 4th day of November, 2014.

Signed, sealed and delivered in the presence of:

Barbara J Muench
Witness
Printed Name: Barbara J Muench

John Augustus
Witness
Printed Name: John Augustus

BY:

Walter McDowell
(Printed Name) Walter McDowell
(Address) 1021 No. Orange Street
(Telephone) 904-377-2277

Barbara J Muench
Witness
Printed Name: Barbara J Muench

John Augustus
Witness
Printed Name: John Augustus

BY:

Lender Jones-McDowell
(Printed Name) Lender Jones-McDowell
(Address) 1021 No. Orange Street
(Telephone) 904-377-2277

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

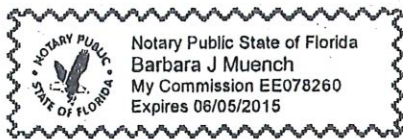
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 4th day of November, 2014.



Barbara J. Muench
Notary Public, State of Florida

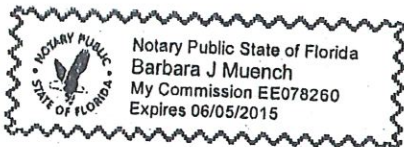
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 4th day of November, 2014.



Barbara J. Muench
Notary Public, State of Florida

LEGAL DESCRIPTION

Lots 15 and 16, Block 109, Afro-American Subdivision, of the Dancy Tract, Unit No. 3, a subdivision recorded in Map Book 4, Page 8, of the public records of St. Johns County, Florida.

Parcel Id. No 118260-0150

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Walter McDowell and Lender Jones-McDowell
ADDRESS: 1021 No. Orange Street
St. Augustine, FL 32084

\$7,209.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **1021 No. Orange Street**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **7209.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.16 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **70.14 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of November 4, 2014**, in the presence of:

Barbara J Muench
Witness

Printed Name: Barbara J Muench

BY: Walter McDowell

(Printed Name) Walter McDowell

(Address) 1021 No. Orange Street

(Telephone) 904-377-2277

John Augustus
Witness

Printed Name: John Augustus

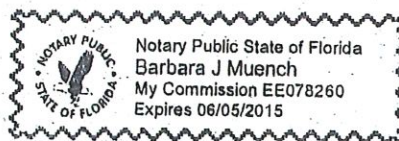
STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 4th of November, 2014.

Barbara J Muench
Notary Public, State of Florida



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

Signed, sealed and delivered **dated as of November 4, 2014**, in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

John Augustus
Witness
Printed Name: John Augustus

BY: Lender Jones McDowell
(Printed Name) Lender Jones-McDowell
(Address) 1021 No. Orange Street
(Telephone) 904-377-2277

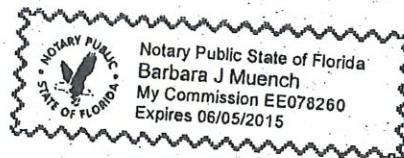
STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 4th of November, 2014.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 15, 2020

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 2916 N. 2ND STREET**

Enclosed is a Satisfaction and Release of Mortgage for 2916 N. 2nd Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, James Priest, and Aksana Priest. The mortgage was recorded in the Public Records of St. Johns County on July 1, 2015. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 11, 2021 City Commission meeting.

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

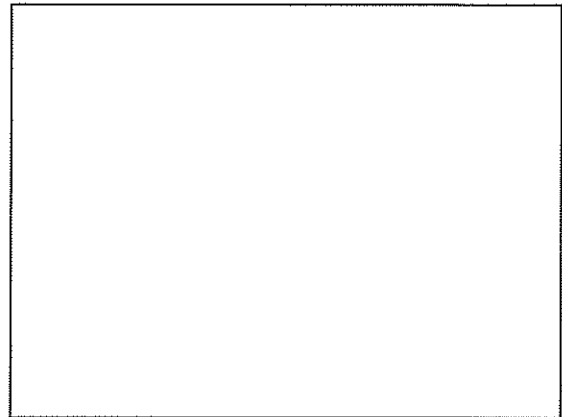


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **JAMES PRIEST and AKSANA PRIEST**, whose address is 2916 N. 2nd Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated June 24, 2015, recorded at Official Records Book 4051, Page 180, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4051, Page 180, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: THE WEST 75 FEET OF LOT 6 AND THE SOUTH ONE-HALF OF LOT 8, BLOCK 20, PONCE DE LEON HEIGHTS UNIT No. 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 73, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 086150-0000

LOCATION ADDRESS: 2916 N. 2ND STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2015040962
BK: 4051 PG: 180
7/1/2015 12:07 PM
Recording \$61.00
Doc M: \$12.95
Int. Tax \$7.22

THIS MORTGAGE, by and between James Priest and Aksana Priest, whose address is 2916 N 2nd Street (hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

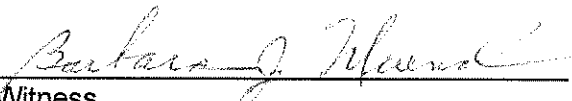
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of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

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

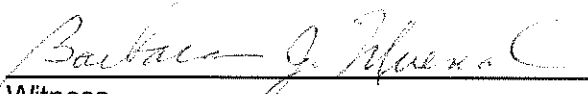
3. That the Mortgagee will make monthly payments in the amount of \$35.14 for 120 months.

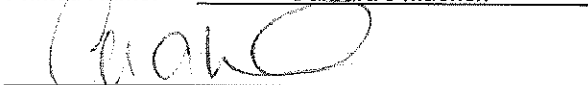
IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 24th day of June, 2015.

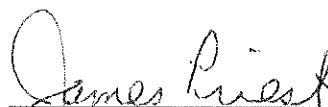
Signed, sealed and delivered in the presence of:

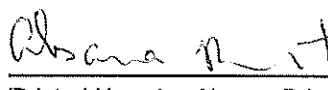

Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Cori Civiles


Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Cori Civiles

BY: 
(Printed Name) James Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

BY: 
(Printed Name) Aksana Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

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

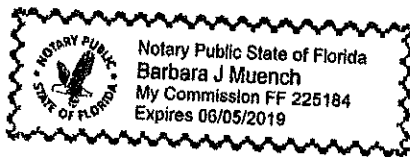
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

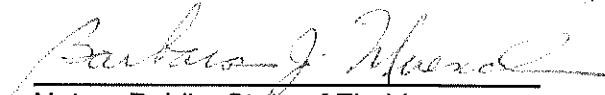
STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 24th day of June, 2015.




Notary Public, State of Florida

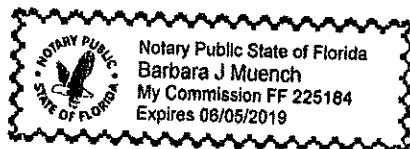
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 24th day of June, 2015.




Notary Public, State of Florida

LEGAL DESCRIPTION

The West 75 feet of Lot 6 and the South one-half of Lot 8, Block 20, Ponce de Leon Heights Unit No. 1, according to the map or plat thereof, as recorded in Map Book 3, Page 73, of the Public Records of St. Johns County, Florida.

Parcel Id. No. 086150-0000

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: James Priest and Aksana Priest
ADDRESS: 2916 N 2nd Street
St. Augustine, FL 32084

\$3,608.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 2916 N 2nd Street, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **3608.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.18 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **35.14 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of June 24, 2015**, in the presence of:

Witness

Printed Name:

Barbara J Muench

BY:

(Printed Name)

James Priest

(Address)

2916 N 2nd Street

(Telephone)

904-271-5235

Witness

Printed Name:

Cori A Niles

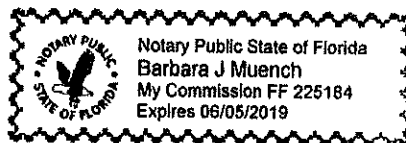
STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 24th of June, 2015.

Barbara J. Muench
Notary Public, State of Florida



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

Signed, sealed and delivered **dated as of June 24, 2015**, in the presence of:

Witness Barbara J. Muench
Printed Name: Barbara J Muench

[Signature]
Witness
Printed Name: Carla Myles

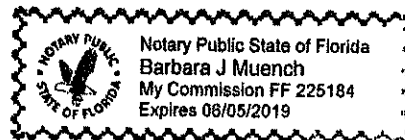
BY: Aksana Priest
(Printed Name) Aksana Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 24th of June, 2015.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 18, 2020

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 255 S. WOODLAWN STREET**

Enclosed is a Satisfaction and Release of Mortgage for 255 S. Woodlawn Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Samuel Lyons, and Ruth Miller. The mortgage was recorded in the Public Records of St. Johns County on February 14, 2012. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 11, 2021 City Commission meeting.

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

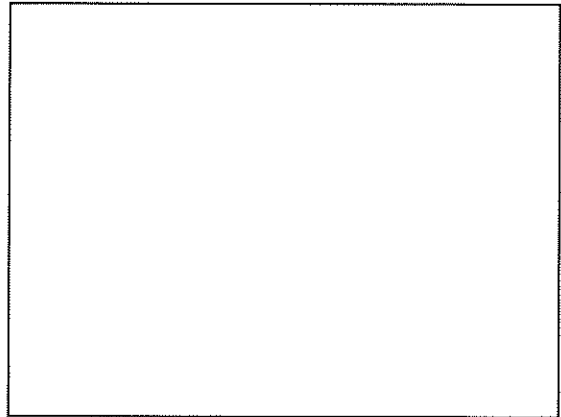


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **SAMUEL LYONS and RUTH MILLER**, whose address is 255 S. Woodlawn Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 26, 2012, recorded at Official Records Book 3525, Page 1151, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3525, Page 1151, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOT THIRTEEN (13) OF BLOCK ONE (1) OF COLEE SUBDIVISION, SITUATED PART IN AVICE AND VAIL GRANT, SECTION 41-7-29, ALSO PART IN HUERTAS GRANT, SECTION 45-7-29, AS FILED IN MAP BOOK 1, PAGE 98, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 121910-0000

LOCATION ADDRESS: 255 S. WOODLAWN STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of
St. Johns County, FL
Clerk # 2012008253,
O.R. 3525 PG 1151-1158
02/14/2012 at 11:33 AM,
REC. \$33.00 SUR. \$36.50

THIS MORTGAGE, by and between **Samuel Lyons** whose address is 255 S Woodlawn Street and **Ruth Miller** whose address is 447 BELLEVUE AVE (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of \$47.45 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 26th day of January, 2012.

Signed, sealed and delivered in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Michael E. Lyons
Witness
Printed Name: Michael E. Lyons

BY: Samuel Lyons
(Printed Name) Samuel Lyons
(Address) 255 S Woodlawn Street
(Telephone) 904-887-4187

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

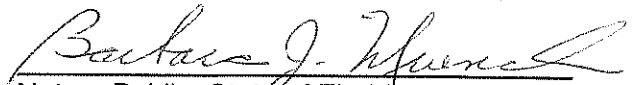
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

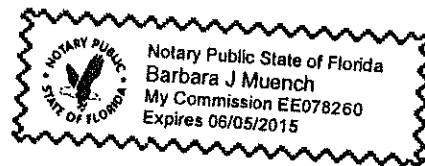
STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 26th day of January, 2012.


Notary Public, State of Florida



15th IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this day of February, 2012.

Signed, sealed and delivered in the presence of:

Wayne A. Fletcher
Witness
Printed Name: WAYNE A. FLETCHER

BY:

Ruth L. Miller
(Printed Name) Ruth Miller
(Address) 1147 Bellevue Ave
(Telephone) (201) 695-5098

Lynn M. Mazzie
Witness
Printed Name: LYNN M. MAZZIE

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF NJ
COUNTY OF Mercer

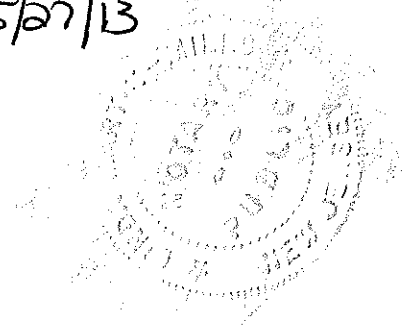
I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Ruth Miller**, who is personally known to me or who has produced employee ID as identification and is the person described in and who executed the foregoing instrument,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

Witness my hand and official seal, this 15th day of February, 2012.

Sandra Martin Mills

Notary Public, State of NJ

exp 5/27/13



LEGAL DESCRIPTION

Lot Thirteen (13) of Block One (1) of Colee Subdivision, situated part in Avise and Vail Grant, Section 41-7-29, also part in Huertas Grant, Section 45-7-29, as filed in Map Book 1, Page 98, Public Records of St. Johns County, Florida.

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Samuel Lyons and Ruth Miller
ADDRESS: 255 S Woodlawn Street
St. Augustine, FL 32084

\$4,846.25

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **255 S Woodlawn Street**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4846.25 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.29 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **47.45 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of January 26, 2012**, in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: Samuel Lyons
(Printed Name) Samuel Lyons
(Address) 255 S Woodlawn Street
(Telephone) 904-887-4187

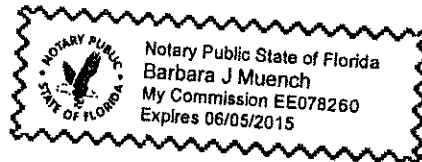
Michael E. Lyons
Witness
Printed Name: Michael E. Lyons

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 26th day of January, 2012.

Barbara J. Muench
Notary Public, State of Florida



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

Signed, sealed and delivered **dated as of February** 1, **2012**, in the presence of:

Wayne A. Fletcher
Witness
Printed Name: WAYNE A. FLETCHER

BY:

Ruth L. Miller
(Printed Name) Ruth Miller
(Address) 447 Bellevue Ave
(Telephone) (609) 695-5098

Lynn M. Mazzei
Witness
Printed Name: LYNN M. MAZZEI

STATE OF NJ
COUNTY OF Mercer

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

Witness my hand and official seal, this 1st day of February, 2012.

Sandra Martin Mills
Notary Public, State of NJ
exp 5/27/13



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: January 8, 2021

RE: QUARTERLY REPORT: 1ST QUARTER FY 2020-2021

Please find enclosed the following documents reflecting the fiscal year 2020-2021 1st quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (161 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (32.75 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (16 CASES)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (11 HOURS)**
- ❖ **ORDINANCE & RESOLUTION CHART (16 ITEMS)**

This quarterly report mirrors the same categories as our annual report. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular matter, please do not hesitate to let me know.

Matters of ongoing civil litigation with retained outside counsel appropriated from General Fund Reserves, invoiced monthly and approved on consent agenda are:

- 1) Marlowe v. City (*Docks and the City's submerged lands and riparian ownership*)
- 2) MASCI v. City (*Breach of Contract*)
- 3) Doan Trust v. City (*Unitrust income beneficiaries dispute involving City*)

Matters of ongoing litigation being handled in house are:

- 1) City v. Keegan (*Code Enforcement Lien Foreclosure*)
- 2) City v. Vino del Grotto (*Eviction and Bankruptcy*)
- 3) Big River Breweries d/b/a A1A Aleworks (*Bankruptcy*)
- 4) Nager v. City (*Injunction Against Face Coverings*)
- 5) Pacetti v. City (*Injunction Against Removal of Confederate Monument*)
- 6) Edgerton v. City (*Injunction Against Removal of Confederate Monument*)

Of note, we have received a multi-party claim of exactions regarding the City's vacation rental ordinances and have rejected those claims. A related lawsuit has been filed seeking injunctive relief and damages and the matter is being handled by our insurance defense team through the Florida League of Cities.

Code review updates our office has continued to work on are:

- 1) HARB Members: This relates to recommendations by the Historic Architectural Review Board at its September 24, 2020 meeting that a broader range of professions and occupations be represented by possible membership for the board and that former members of HARB who are not seated for a particular meeting be allowed to present projects directly to the board. Ordinance 2020-29 provided for specific occupational qualifications for members of the board and Ordinance 2020-30 created standards and procedures for participation by alternate members of the board. Both ordinances were passed at second reading at the October 26, 2020 City Commission meeting.
- 2) Pension and Retirement Updates: These are matters either of correcting inconsistencies or related to statutory compliance. Ordinance 2020-33 regarding the Firefighters' Pension Fund passed at second reading at the December 14, 2020 City Commission meeting. Ordinance 2021-01 regarding the General Employees Retirement Board and Ordinance 2021-02 regarding the Police Officers' Retirement System will be presented for first reading at the January 25, 2021 City Commission meeting.
- 3) Sign Code Amendments: These include illumination standards related to Nights of Lights and were approved at the City Commission's September 28, 2020 meeting. Ordinance 2020-28 regarding modifications to sign zones requested by hotel developers was passed at second reading at the October 26, 2020 City Commission meeting. In addition, a complete first draft overhaul of the City's sign code currently under review for comments by Planning and Zoning staff.
- 4) Utility Service Area: This relates to a comprehensive review of the County's and the City's service areas, providing map corrections and procedures to address more efficient service models via an interlocal agreement. The agreement was approved at the October 12, 2020 City Commission meeting.

In addition to the above ordinances, our office drafted the City's reorganizational resolution regarding the City Commission's rules and policies. This year, the existing resolution was updated to include the ability for the City Manager to institute Reasonable Health, Safety, and Security Protocols as may be advisable due to local conditions such as declared states of emergency, public health emergency, local outbreak of disease, disruptive protests, or other such local conditions which may warrant heightened safety or security in the interest of the public health, safety, and welfare. Resolution 2020-39 was adopted by the City Commission at its December 7, 2020 special meeting.

Consistent with City Commission consensus at its August 12, 2019 meeting, this quarterly report is placed on the consent agenda for the January 25, 2021 City Commission meeting. The attached charts are included for the Commission's information and I am available for a presentation if the Commission pulls the item from the consent agenda.

Sincerely,

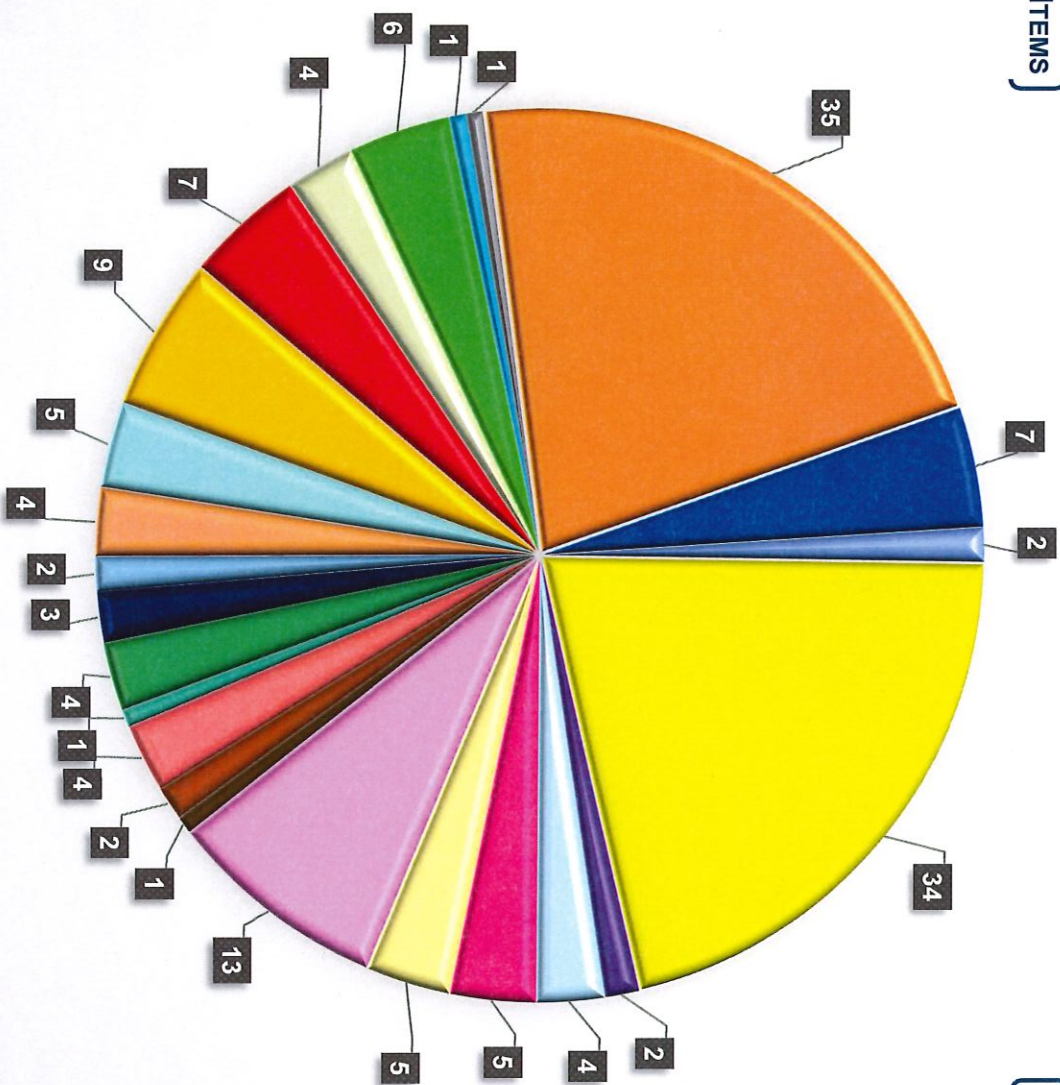


Isabelle C. Lopez
City Attorney

Attachments

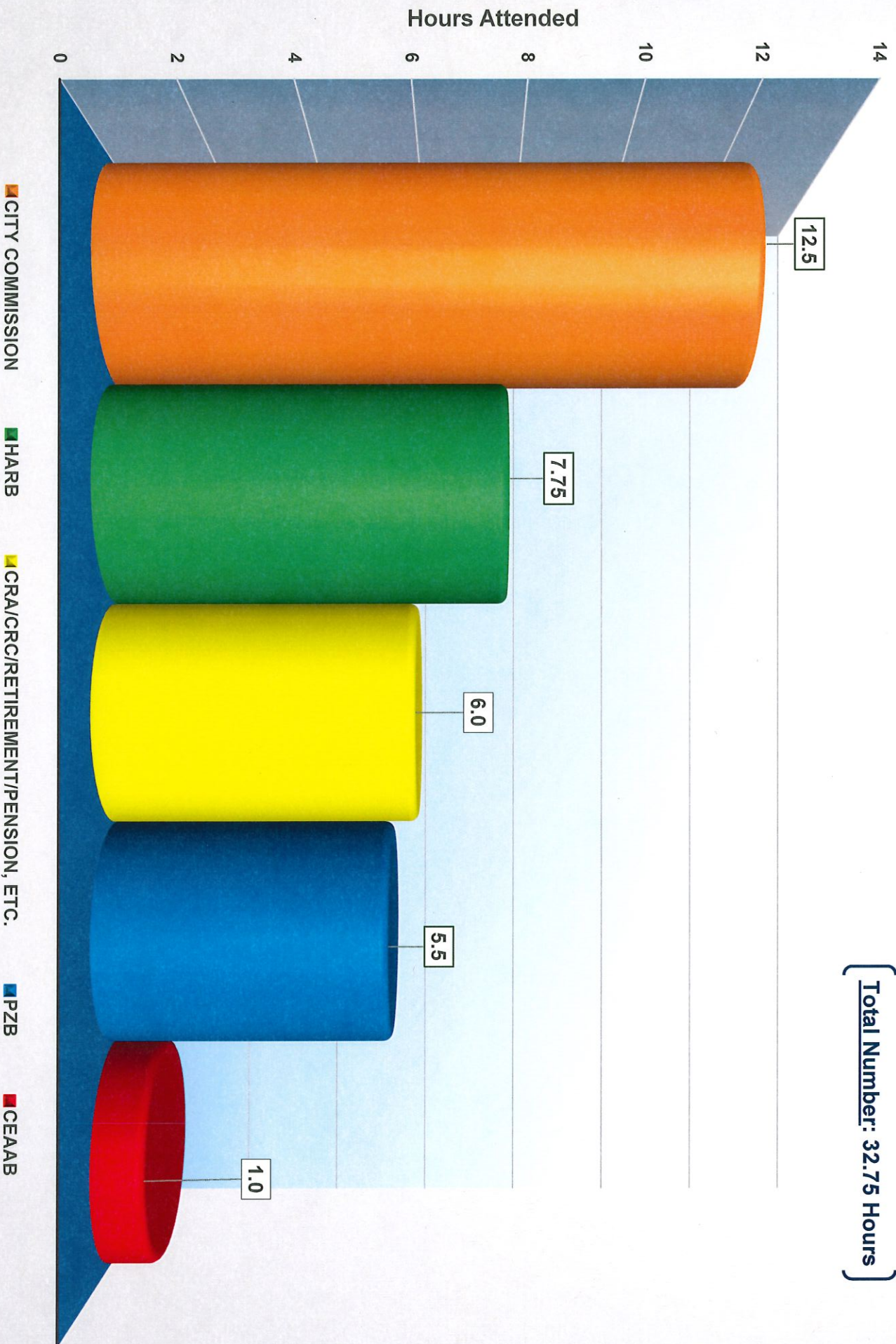
[BY NUMBER OF ITEMS]

(TOTAL: 161 ITEMS)

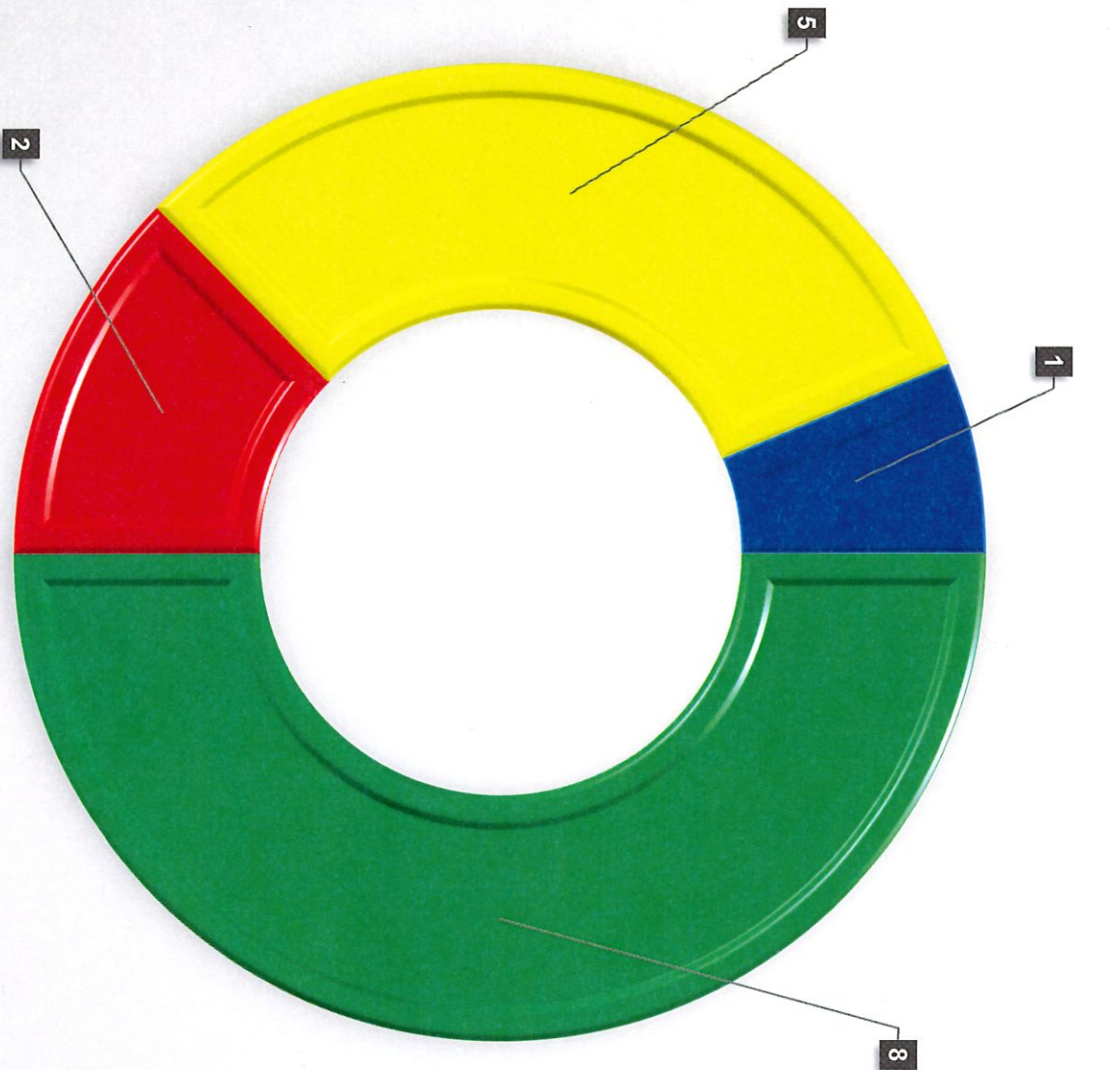
Page 180 of 199

PUBLIC MEETING ATTENDANCE: 1ST QUARTER FY 2020-2021

[Total Number: 32.75 Hours]



CITY ORDINANCE VIOLATIONS: 1ST QUARTER FY 2020-2021



[BY NUMBER OF CASES]

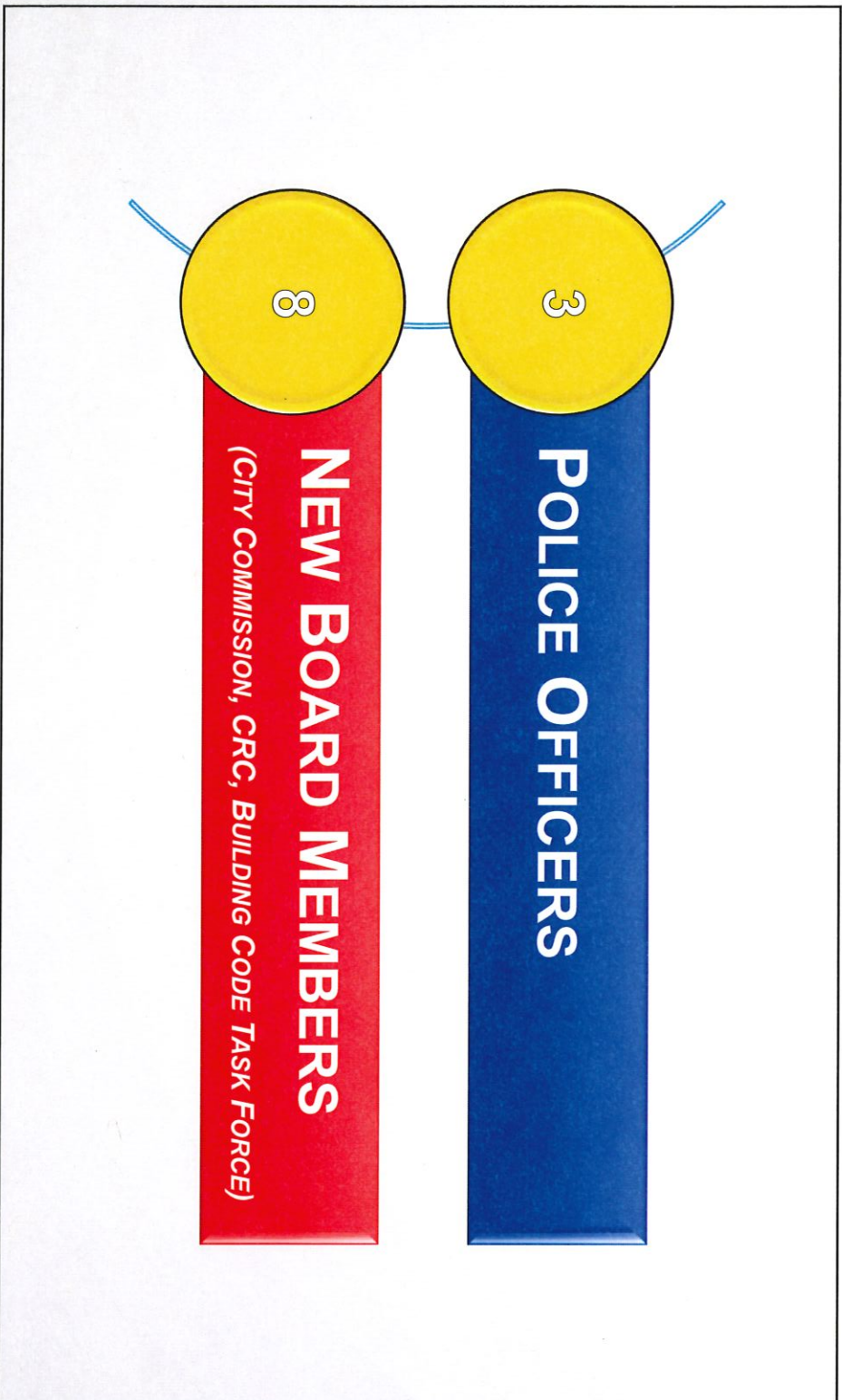
[TOTAL: 16 CASES]

■ Adjudicated Guilty - 8
■ Adjudication Withheld - 2
■ Nolle Prossed - 5
■ Acquitted - 1

STAFF & NEW BOARD MEMBER TRAINING: 1ST QUARTER FY 2020-2021

[BY NUMBER OF HOURS]

[TOTAL: 11 Hours]



ORDINANCES & RESOLUTIONS – 1ST QUARTER FY 2020-2021

[TOTAL: 16 ITEMS]

ORDINANCES

- 2020-27: Repeal of Mandatory Retirement Age
- 2020-29: Qualifications for HARB Membership
- 2020-30: Alternate HARB Members
- 2020-31: CEAAAB Duties
- 2020-32: Amending Hilton Bayfront Inn PUD
- 2020-33: Firefighters' Pension Share Plan
- 2021-01: GERB Retirement Amendment
- 2021-02: SAPD Retirement Amendment
- 2021-03: Civil Service Board Amendments

RESOLUTIONS

- 2020-34: Nights of Lights Dates for 2020
- 2020-37: Management of Fish Island
- 2020-38: Ad Valorem Tax Exemption
- 2020-39: Re-Org Resolution
- 2020-40: Request Governor to Reinstate CMT Meetings
- 2021-01: Bartram Trail Conference
- 2021-02: Hybrid Meetings



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

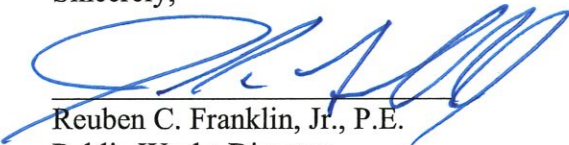
DATE: January 14, 2021

RE: Consent Agenda Item for January 25, 2021 City Commission Meeting;
Public Works & Utilities Update

We would like to provide the Public Works & Utilities Update to the City Commission; and request that the presentation be placed on the Agenda for the January 25, 2021 meeting.

Attached, is a copy of the presentation; and if you should have any questions, please contact us. Thank you.

Sincerely,


Reuben C. Franklin, Jr., P.E.
Public Works Director


[Todd Grant \(Jan 12, 2021 12:43 EST\)](#)
Todd Grant., P.G.
Utilities Director

Attachment: PW & U PowerPoint Presentation

cc: COSA Directors



CITY OF
STAUGUSTINE
—EST. 1565—

CosA City Commission

“Public Works & Utilities Update”

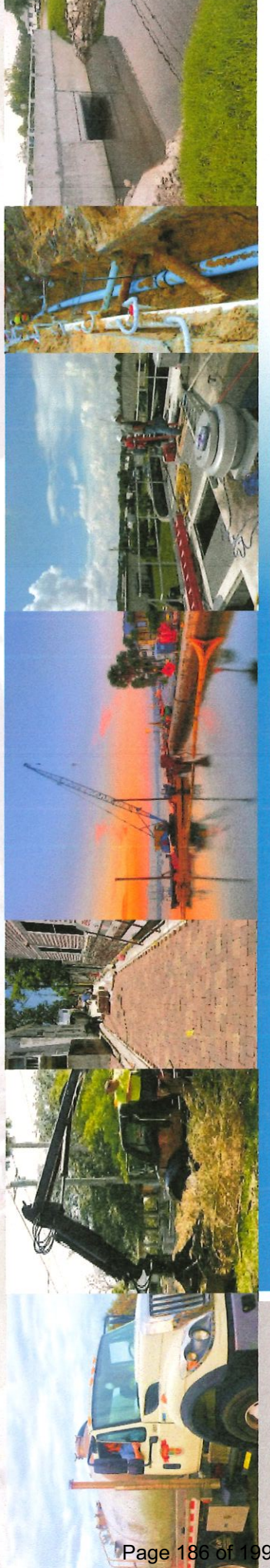
January 25, 2021

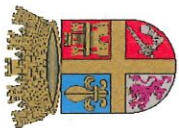
Todd J. Grant, P.G.

Director, Utilities

Reuben C. Franklin, Jr., P.E.

Director, Public Works





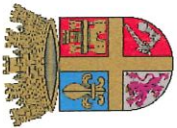
Public Works & Utilities Update Agenda

Key Updates

- 13 Lift Station Rebuilds (FEMA)
- Maria Sanchez Flood Mitigation Project (FEMA)
- West Augustine Sewer Improvements
- Mobility Program

Overview

- CIP Overall Status Summary



CITY OF
ST. AUGUSTINE
EST. 1565

FEMA 13 LIFT STATIONS REHABILITATION

- ❖ Start Construction Phase
 - ❖ January 2021
- ❖ Construction Cost \$13.8M
- ❖ Est. Finish Construction
 - ❖ February 2023
- ❖ 13 Lift Stations to be Rehabilitated or Replaced:
 - ❖ LS-4, 5, 6, 7, 10, 11, 12, 21, 22, 23, 24, 50, and 52
- ❖ Arricola Ave. Force Main
 - ❖ April – August 2021



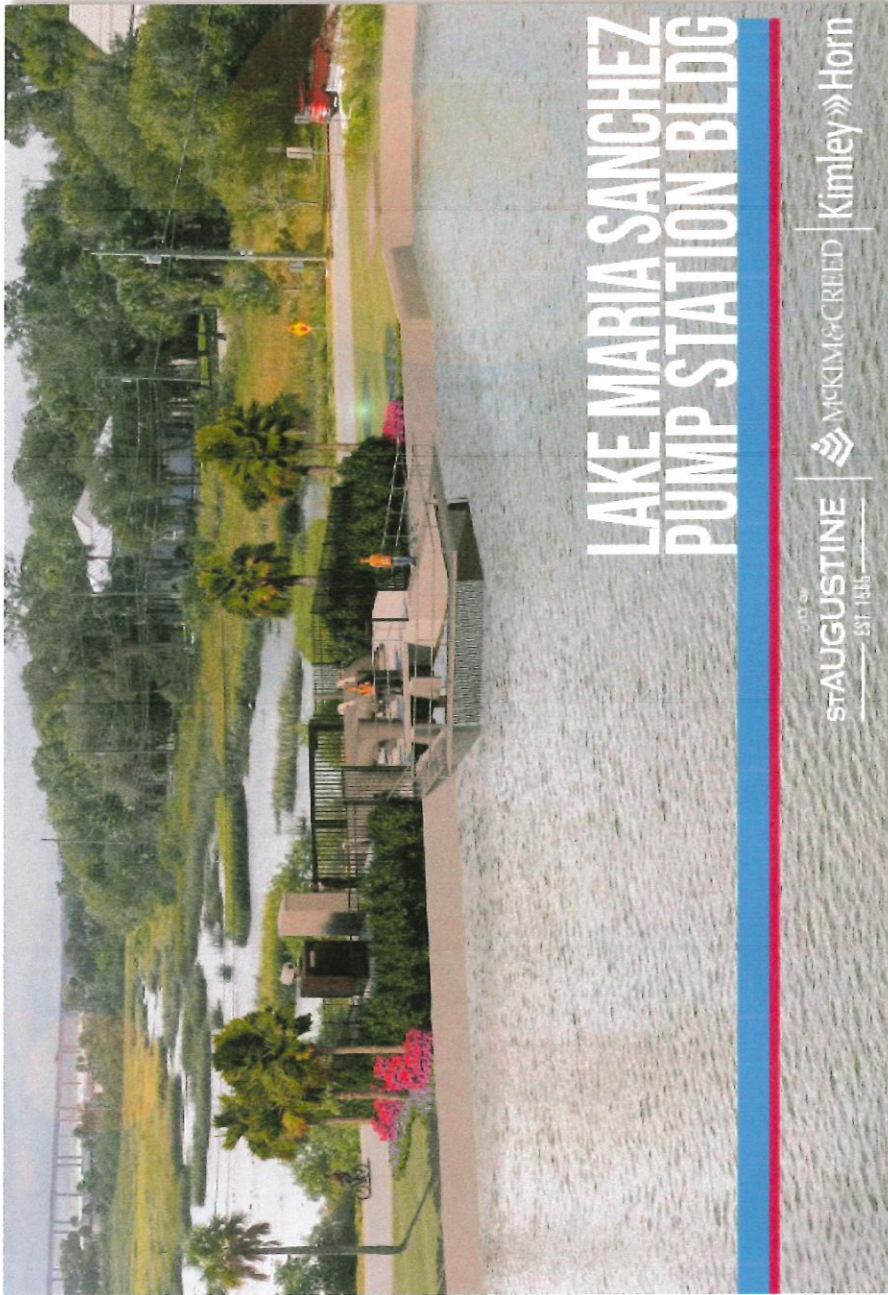


CITY OF
ST AUGUSTINE
EST. 1565

Maria Sanchez Flood Mitigation Project (FEMA)

Progress-to-date:

- ❖ Additional Design Underway to support the FEMA Approved Scope of Work
 - ❖ Utility Conflicts
 - ❖ Roadway and Streetscape
 - ❖ Environmental Mitigation
 - ❖ Landscape Architectural Renderings
- ❖ City is working to secure necessary easements for the project

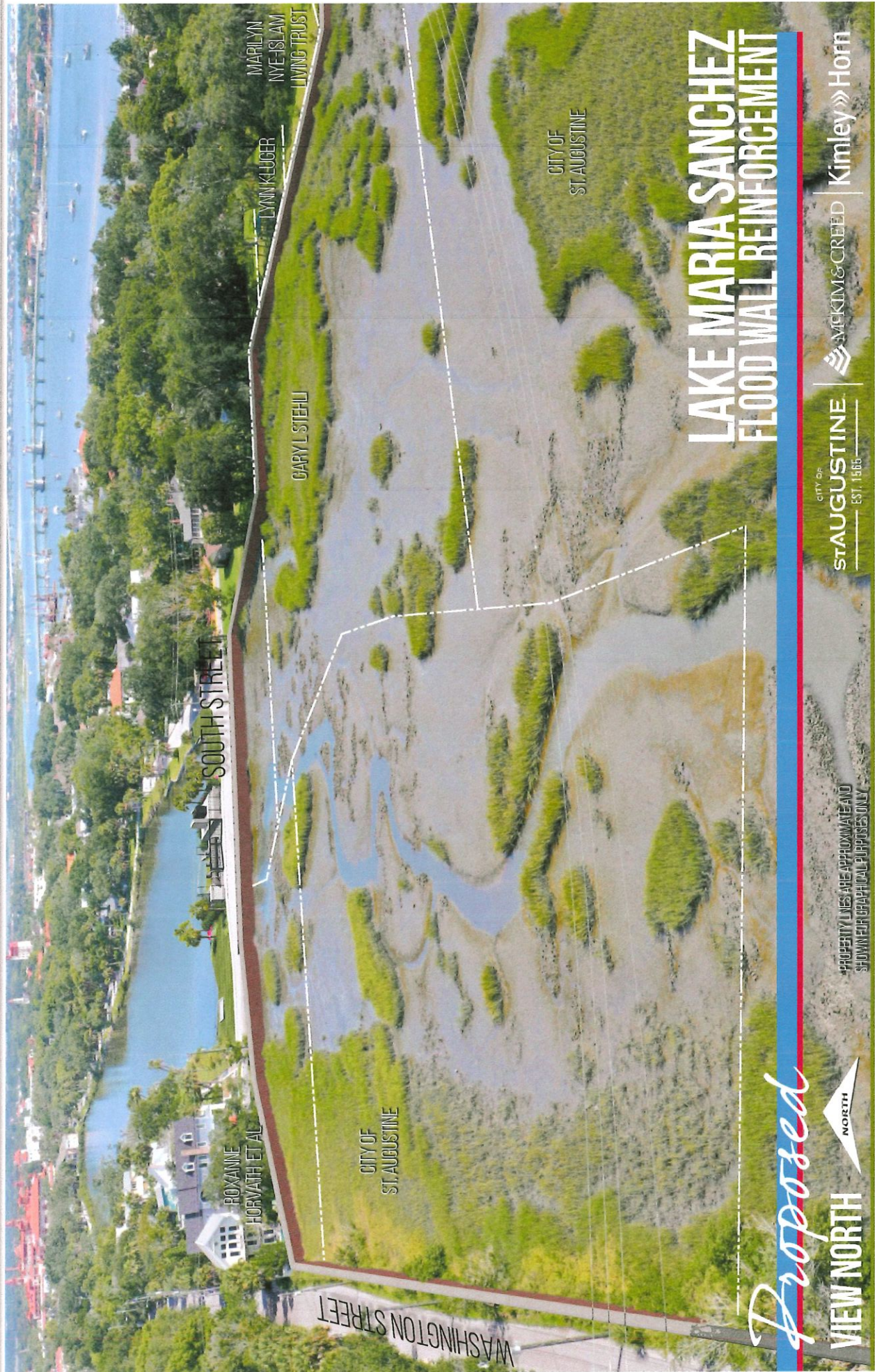


Next Steps:

- ❖ Public Outreach, PZB and Other Meetings
- ❖ Complete Supporting and Final Design (2021)

-4-

Maria Sanchez Flood Mitigation Project (FEMA)





West Augustine Sewer Improvements



West 5th Street Sewer Extension, Phase 2 – In Progress:

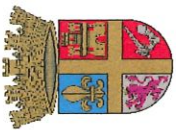
- ❖ State Grant (FDEP) and City Funded; Install new gravity sewer on West 5th Street between Volusia and Duval Streets and connect area residents
- ❖ Abandon 13 existing septic systems and connect residents to new sewer system in Phase 2
- ❖ Construction of Phase 2 is on schedule; Estimated completion March, 2021

West 5th Street Sewer Extension, Phase 1 – Complete:

- ❖ State Grant (FDEP) Funded; Installed new gravity sewer on West 5th Street between Duval and Nassau Streets and connected area residents
- ❖ Installation of new gravity sewer mains, manholes, and services is complete
- ❖ Abandoned 12 existing septic systems and connected residents to new sewer system

Septic-to-Sewer Connections – In Progress:

- ❖ City Funded; Connect residents to existing gravity sewer systems
- ❖ To date, abandoned 57 existing septic systems and connected residents to existing sewer system
- ❖ Researching additional homes with existing gravity sewer available for connection program



Mobility Program: Activity Management

Mobility Program Activity Update - January 25, 2021

Progress to Date				
Level/Initiative	Deliverable/Activity	% Complete	Est. Finish	Notes
Neighborhood				
North City Trail Concept Plan	Develop trail from the Fort to the Fullerwood Neighborhood	90%	3/1/2021	Issued work order to begin the plan
San Marco Bike Lanes	Install bike lanes, crosswalks & sidewalk between US1 & SR16	75%	3/21/2021	Design is complete
City				
Parking Code Update	Review and update parking code requirements	30%	TBD	Delayed due to COVID-19
Smart Parking System	Phase 2 Integrate Parking Garage with On/Off Street Parking	50%	TBD	Pilot project developed for the parking garage
Commercial Delivery (CD)	Implement parking & truck delivery management system	50%	TBD	Approved by HARB; SJRWMD Permitting
Bike Share Program	Develop a sponsored bike share program for the City	90%	Spring 2021	Bikes have arrived and preparing for launch
May St/San Marco Landscape	Design and install landscaping at the new intersection	80%	3/21/2021	Design is 80% complete
Broudy Multi-Modal Project	Develop public parking as part of a multi modal development	0%		
Local (SJC, CoSAB, TPO, etc.)				
EV Charging Stations	Working with FPL to select more locations	-	-	Collecting corridor data completed
Anastasia Blvd Study	Develop Complete Street options for the corridor from Red Cox to Bol	35%	6/1/2021	

Legend

	on target	at risk	corrective action required
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Mobility Program: Activity Management (continued)

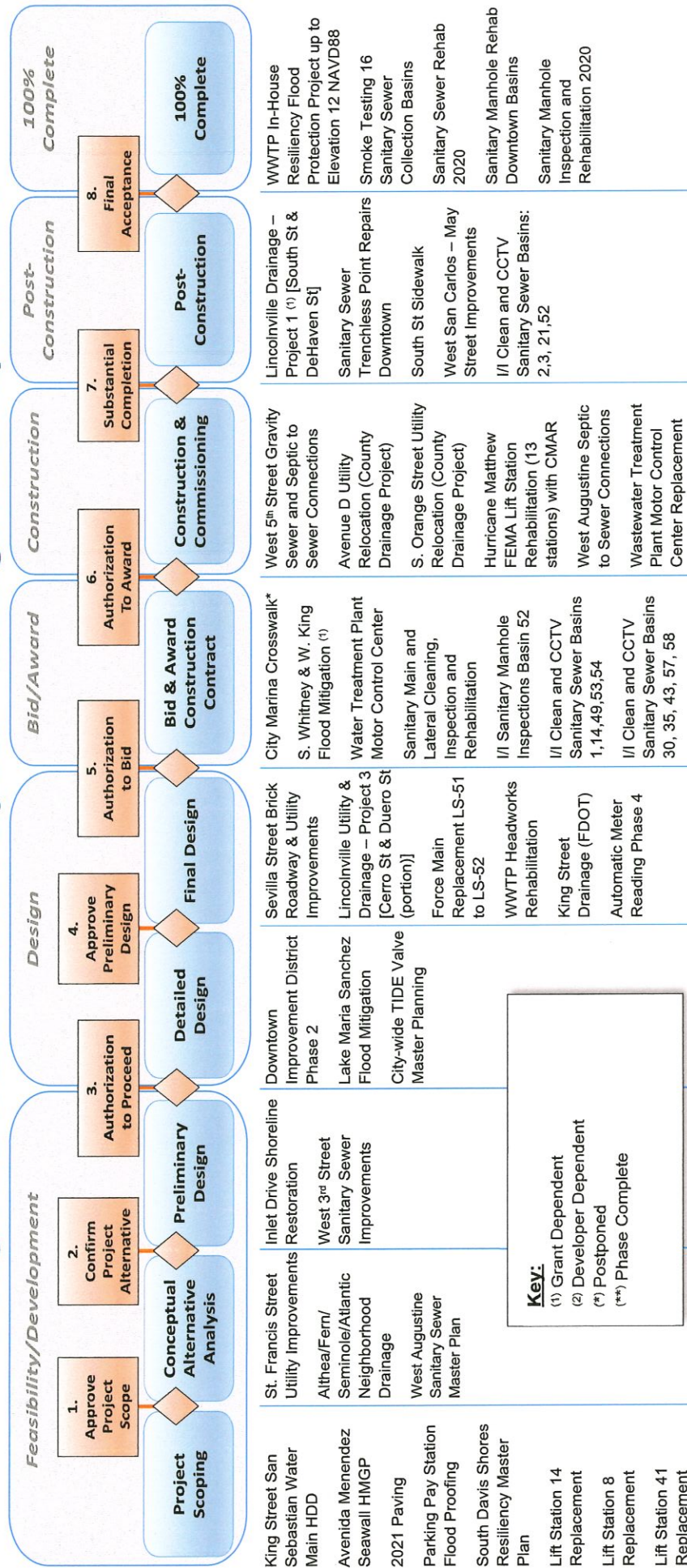
Progress to Date				
Level/Initiative	Deliverable/Activity	% Complete	Est. Finish	Notes
State (FDOT, SJRWMD, DEP)				
San Marco Ave & May Street	Intersection and drainage improvements	95%	2/1/2021	Intersection is being modified to improve turning radii
Red Cox Rd/Anastasia Blvd	Intersection improvements	30%	-	Data Collection Complete, FDOT working on concept
Zorayda/A1A Ped Crossing	Design	90%	TBD	Easement approved; ready to construct
San Marco Ave Shared Path	Design and construct shared path between Pine and Ocean Ave	60%	TBD	Need decision on palm tree removal
Federal				
Major Accomplishments (since October 2020)		Upcoming Activities		
→ Anastasia Blvd traffic data collected		→ Bikeshare Launch		
→ City Marina Crosswalk designed		→		
→		→		
Challenges, Risks & Issues				
☐ Land Acquisition for Park and Ride Program				
Key Decisions				
Decisions Required:				
● Due to COVID-19 will the shuttling operation continue for Spring Events?				

Legend

on target	at risk	corrective action required
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CIP Overall Status Summary

Design-Bid-Build Active Projects – through January 24, 2021





Additional Questions and Commission Discussion

-10-

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 5, 2021

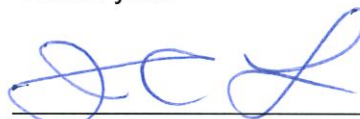
RE: **MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 12-2020-11-1743 dated January 4, 2021 from Cavendish Partners, P.A. for legal services rendered in December 2020 regarding the Marlowe v. City of St. Augustine matter.

The amount currently due is **\$3,335.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the January 25, 2021 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$64,569.40.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Denise C. May, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

CAVENDISH PARTNERS

P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 01/04/2021
Invoice #: 12-2020-11-1743
Matter: Marlowe
File #: 1743

INVOICE TOTAL AND BALANCE DUE **\$3,335.00**

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 02/03/2021

Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 01/04/2021 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 5, 2021

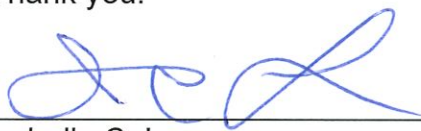
RE: **MASCI v. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 12-2020-01-2026 dated January 4, 2021 from Cavendish Partners, P.A. for legal services rendered in December 2020 regarding the MASCI General Contractor, Inc. v. City of St. Augustine matter.

The amount currently due is **\$2,301.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the January 25, 2021 City Commission meeting.

*{ WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$2,301.00. }*

Thank you.



Isabelle C. Lopez
City Attorney

/s/
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Denise C. May, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

CAVENDISH PARTNERS P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 01/04/2021
Invoice #: 12-2020-01-2026
Matter: Masci
File #: 2026

INVOICE TOTAL AND BALANCE DUE **\$2,301.00**

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 02/03/2021

Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 01/04/2021 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**