Resolution 2020-39 Notice: Rules of Decorum

The speaker may present their viewpoint in this limited public forum without using terminology or gestures that cause a disruptive environment for public officials in the discharge of their duties or cause a disruptive environment hostile to the participation of other members of the public. Any person violating the rules of decorum as described in this section or otherwise displaying disruptive behavior, such as but not limited to, shouting, noisemaking, issuing threats, harassing or intimidating members of the public, interfering with the duties of elected or appointed officials and City staff during a public meeting, or otherwise interrupting or disrupting the proceedings may be removed from the public assembly pursuant to law.

Each speaker must comply with the following rules of decorum when addressing the commission, board or committee:

- The speaker may not address the commission, board or committee from the audience.
- The speaker may only approach the podium to speak when recognized by the chairperson.
- The speaker may not approach the dais without the chairperson's permission.
- The speaker must direct questions and comments at the commission, board or committee, through the chairperson.
- The speaker must observe the time limits set for public comment.
- The speaker at a public hearing must limit his or her comments to the subject of the hearing.
- The speaker must avoid making irrelevant, repetitive, personal, impertinent or slanderous comments.

A speaker violating these rules of decorum or otherwise disrupting a meeting may be gaveled out of order by the chairperson, and if the speaker willfully refuses to abide by the lawful order of the chairperson to cede the floor and cease and desist all disruptive behavior, the speaker may be removed for disrupting a public assembly pursuant to Chapter 871.01, Florida Statutes.

All members of the public, City Commission, staff, appointed board or committee members are required to wear a face covering over the nose and mouth at all times while in the meeting room in accordance with Administrative Order 20-17.

CITY OF
ST AUGUSTINE
EST. 1565

CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, MAY 10, 2021 - 5:00 PM
ALCAZAR ROOM

AMENDED

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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

3.A. ***Proclamation 2021-07***: Proclaims May 2021 as Older Americans Month. *(Sponsored by R. Horvath, Commissioner)*

3.B. ***Proclamation 2021-08***: Proclaims May 2021 as Garden for Wildlife month. *(Sponsored by B. Blonder, Commissioner)*

3.C. ***Proclamation 2021-09***: Proclaims May 2021 as National Historic Preservation Month. *(Sponsored by T. Upchurch, Mayor)*

3.D. ***Proclamation 2021-10***: Proclaims the week of May 16-22 2021 as Public Works Week. *(Sponsored by T. Upchurch, Mayor)*

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

- 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.A.1. Presentation by Jim Knight, Urban Planning and Modal Administrator with the State of Florida, Department of Transportation, providing an update on the improvements to the intersections of Red Cox Road, Anastasia Boulevard and Old Quarry Road. *(J. Regan, City Manager)*

7.A.2. Presentation by Wanda Forrest, Transportation Planning Manager for the North Florida Transportation Planning Organization identifying upcoming publicly funded highway, transit and aviation projects planned and programmed for the St. Johns County area. *(R. Franklin, Directors Public Works)*

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

7.C.1. Shipyards property amended Development Agreement. *(D. Birchim, Director Planning and Building)*

7.C.2. Approval of the Second Amendment to Franchise Agreement for Ripley Entertainment, Inc. *(M. Breidenstein, Assistant City Manager)*

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. ***Ordinance 2021-06***: Amends the City's sign code. *(I. Lopez, City Attorney)*

8.A.2. ***Ordinance 2021-08***: Amends the definition of "bar, cocktail lounge, saloon or tavern" to be inclusive of any business that provides on-site sales and consumption of alcohol. *(I. Lopez, City Attorney)*

8.A.3. ***Ordinance 2021-09***: Formalizes basic procedural regulations for processing statutory development agreements. *(I. Lopez, City Attorney)*

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

9.B.1. ***Resolution 2021-24***: Supports the special category grant application to the Florida Division of Historical Resources by the Flagler Memorial Presbyterian Church. *(D. Galambos, City Clerk)*

10. STAFF REPORTS AND PRESENTATIONS

10.A. Discussion of Mobility Fees and Mobility Planning. *(D. Birchim, Director Planning and Building)*

11. ITEMS BY CITY ATTORNEY

11.A. Legislative tracking. (No Presentation) *(D. May, Assistant City Attorney)*

12. ITEMS BY 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 - MAY 10, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON MAY 24, 2021: NONE

CA.3. Reminder of Upcoming Meetings:

- May 11, 2021, 8:30am, Special Meeting, Review Strategic Plan, Mid-Year Budget Analysis Presentation
- May 24, 2021, 5pm, City Commission Meeting
- June 14, 2021, 5pm, City Commission Meeting
- June 21, 2021, 3pm, Special Meeting - Discussion of 2022 Budget Assumptions (Revenues)
- June 28, 2021, 5pm, City Commission Meeting

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

- March 22, 2021 - Community Redevelopment Agency - Regular Meeting
- March 22, 2021 - Regular Commission Meeting
- April 12, 2021 - Regular Commission Meeting

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

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

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

CA.8. Approval to fly the American flag at half-staff on Sunday, May 23, 2021, in honor of former Mayor George Gardner. *(J. Regan, City Manager)*

CA.9. Approval of amended Subrecipient Subaward Funding Agreement between the City and St. Johns County. *(M. Simpson, Director Financial Services)*

End of Consent Agenda

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

P R O C L A M A T I O N

WHEREAS, *the City of St. Augustine includes a growing number of older Americans who enrich our community through their diverse life experiences; and*

WHEREAS, *the City of St. Augustine and the Council on Aging are committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and*

WHEREAS, *the City of St. Augustine and the Council on Aging recognize the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and*

WHEREAS, *our community and the Council on Aging can provide opportunities to enrich the lives of individuals of all ages by promoting and engaging in activity, wellness, and social involvement, emphasizing home and community-based services that support independent living and ensuring community members can benefit from the contributions and experience of older adults.*

Now therefore, we, *the St. Augustine City Commission hereby proclaims* ***May 2021*** *as* ***Older Americans Month*** *and urges every resident to take time to acknowledge older adults and the people who serve them as powerful and vital individuals who greatly contribute to our community.*

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 10th day of May in the year of our Lord two thousand and twenty-one and the four hundred and fifty-fifth year of the founding of St. Augustine, the Nation's Oldest City.*

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Tracy Upchurch, Mayor

2021-07

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

P R O C L A M A T I O N

WHEREAS, *The City of St. Augustine recognizes that wildlife species are declining at an unprecedented rate. Globally there are over a million species endangered with extinction and one-third of North American wildlife species are at increased risk of extinction in the coming decades; and*

WHEREAS, *human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and*

WHEREAS, *The City of St. Augustine is working to build a healthy, sustainable and wildlife-friendly community that brings the many benefits of nature to all corners of our community through the Mayors Monarch Pledge initiatives; and*

WHEREAS, *Garden for Wildlife Month and the Mayors Monarch Pledge are national initiatives of the National Wildlife Federation that empowers Americans to support local wildlife, like the monarch butterfly, birds and pollinators, by planting native plants in their garden and throughout the community to help restore and connect habitat; and*

WHEREAS, *the City of St. Augustine urges all citizens to support local efforts that protect, restore, and conserve habitat and vital environmental resources, as well as foster a greater connection between residents and wildlife.*

Now therefore, we, *the St. Augustine City Commission hereby proclaims* ***May 2021*** *as* ***Garden for Wildlife Month*** *encourages all residents to plant native plants and participate in community activities that support and celebrate healthy, sustainable, wildlife-friendly communities.*

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 10th day of May in the year of our Lord two thousand and twenty-one and the four hundred and fifty-fifth year of the founding of St. Augustine, the Nation's Oldest City.*

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Tracy Upchurch, Mayor

2021-08

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

P R O C L A M A T I O N

***WHEREAS**, Preservation Month began as National Preservation Week in 1973 and in 2005 the National Trust extended the celebration to the entire month of May and declared it Preservation Month to provide an even greater opportunity to celebrate the diverse and unique heritage of our country's cities and states; and*

***WHEREAS**, the first Presidential preservation proclamation stated "As the pace of change accelerates in the world around us, Americans more than ever need a lively awareness of our roots and origins in the past on which to base our sense of identity in the present and our directions for the future; and*

***WHEREAS**, the City of St. Augustine continues to discover and celebrate the city's diverse cultural heritage found in irreplaceable places that hold the stories of all Americans; and*

***WHEREAS**, the City of St. Augustine recognizes the Florida Trust for Historic Preservation is a statewide preservation non-profit that promotes the preservation and the inclusive sharing of the diverse architectural, historical and archaeological heritage of Florida; and*

***WHEREAS,** the Florida Trust for Historic Preservation benefits historic communities like (insert community name here) through advocacy, connection, education, and stewardship.*

***WHEREAS,** the theme for the annual 2021 Preservation on Main Street conference sponsored by the Florida Trust for Historic Preservation and Florida Main Street is "Reimagining the Road Ahead."*

***NOW, THEREFORE**, the City Commission of the City of St. Augustine does hereby proclaim **May 2021** as **National Historic Preservation Month** and calls upon all residents to join their fellow citizens in recognizing and participating in this special observance.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 10th day of May in the year of our Lord two thousand and twenty-one and the four hundred and fifty-fifth year of the founding of St. Augustine, the Nation's Oldest City.*

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Tracy Upchurch, Mayor

2021-09

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: May 6, 2021

RE: State of Florida, Florida Department of Transportation (FDOT) update on Red Cox Road, Anastasia Boulevard and Old Quarry Road Intersections Improvements

The purpose of this agenda item is an update on the referenced intersections. Jim Knight, Urban Planning and Modal Administrator, will represent the State of Florida, Florida Department of Transportation.

John P. Regan, P.E.
City Manager

NORTH FLORIDA TPO

Transportation Improvement Program
FY 2021/22 - 2025/26

St. Johns County

Draft April 2021

Section E - St. Johns County State Highway / Transit Projects (FDOT)

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
AVENIDA MENENDEZ (SR A1A) FROM KING ST TO CASTILLO SAN MARCOS - 4435541						***Non-SIS***	
PEDESTRIAN SAFETY IMPROVEMENT						**Length: .421**	
			Responsible Agency: FDOT				
CST	CM	1,147,841	0	0	0	0	**1,147,841**
	Total	**1,147,841**	**0**	**0**	**0**	**0**	**1,147,841**
	Prior Cost < 2021/22	*349,968*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*1,497,809*
D2-ST JOHNS COUNTY TRAFFIC SIGNAL MAINTENANCE AGREEMENT - 4135341						***Non-SIS***	
TRAFFIC CONTROL DEVICES/SYSTEM						**Length: .000**	
			Responsible Agency: St. JOHNS CO.				
OPS	DDR	535,193	559,561	0	0	0	**1,094,754**
	Total	**535,193**	**559,561**	**0**	**0**	**0**	**1,094,754**
	Prior Cost < 2021/22	*4,691,431*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*5,786,185*
FIRST COAST EXPRESSWAY (SR 23) FROM I-95 TO EAST OF CR 16 A SPUR - 4229388						***SIS***	
NEW ROAD CONSTRUCTION				**LRTP No: 12**		**Length: 15.308**	
			Responsible Agency: FDOT				
DSB	DI	0	62,123,092	0	0	0	**62,123,092**
DSB	ACNP	0	66,033,778	2,960,000	3,013,294	0	**72,007,072**
DSB	PKBD	0	218,012,173	2,960,000	1,661,555	0	**222,633,728**
RRU	PKBD	0	1,750,000	0	0	0	**1,750,000**
PE	ACNP	0	2,590,632	0	0	0	**2,590,632**
RRU	ACNP	0	1,750,000	0	0	0	**1,750,000**
	Total	**0**	**352,259,675**	**5,920,000**	**4,674,849**	**0**	**362,854,524**
	Prior Cost < 2021/22	*230,498*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*363,085,022*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
I-95 (SR 9) FROM NORTH OF THE FCE INTERCHANGE TO DUVAL CL - 4240264						***SIS***	
ADD LANES & RECONSTRUCT				**LRTP No: 30**		**Length: 4.682**	
			Responsible Agency: FDOT				
ROW	BNIR	4,238,923	0	0	0	0	**4,238,923**
ROW	ACNP	11,722	0	0	0	0	**11,722**
ROW	DIH	54,570	0	0	0	0	**54,570**
DSB	ACNP	0	0	0	7,969,069	0	**7,969,069**
DSB	DI	0	0	0	102,069,007	0	**102,069,007**
DSB	GMR	0	0	0	64,508,350	0	**64,508,350**
RRU	LF	0	0	0	3,750,112	0	**3,750,112**
PE	ACNP	0	0	0	2,134,348	0	**2,134,348**
RRU	ACNP	0	0	0	2,000,000	0	**2,000,000**
DSB	STED	0	0	0	2,988,414	0	**2,988,414**
Total		**4,305,215**	**0**	**0**	**185,419,300**	**0**	**189,724,515**
	Prior Cost < 2021/22	*39,592,190*	*Future Cost > 2025/26*	*2,740,000*		*Total Project Cost*	*232,056,705*

I-95 ST JOHNS NORTHBOUND REST AREA - 4386101						***SIS***	
REST AREA (DUAL)						**Length: .759**	
			Responsible Agency: FDOT				
PE	DIH	0	0	500	0	0	**500**
PE	DRA	0	0	1,882,871	0	0	**1,882,871**
CST	DRA	0	0	0	0	23,330,192	**23,330,192**
ENV	DRA	0	0	0	0	50,000	**50,000**
CST	DIH	0	0	0	0	200,900	**200,900**
Total		**0**	**0**	**1,883,371**	**0**	**23,581,092**	**25,464,463**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*25,464,463*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
I-95 ST JOHNS SOUTHBOUND REST AREA - 4386102						***SIS***	
REST AREA (DUAL)						**Length: .383**	
			Responsible Agency: FDOT				
PE	DIH	0	0	0	500	0	**500**
PE	DRA	0	0	0	1,922,332	0	**1,922,332**
	Total	**0**	**0**	**0**	**1,922,832**	**0**	**1,922,832**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*22,628,982*		*Total Project Cost*	*24,551,814*
I-95(SR9) FROM S OF INTERNATIONAL GOLF PKWY TO S OF SR23 INTERCHANGE - 4229389						***SIS***	
ADD LANES & RECONSTRUCT				**LRTP No: 30**		**Length: 6.002**	
			Responsible Agency: FDOT				
DSB	DI	0	67,887,452	0	0	0	**67,887,452**
DSB	ACNP	0	42,029,286	0	0	0	**42,029,286**
PE	ACNP	0	953,592	0	0	0	**953,592**
	Total	**0**	**110,870,330**	**0**	**0**	**0**	**110,870,330**
	Prior Cost < 2021/22	*72,000*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*110,942,330*
KING STREET (SR 5A) FROM MALAGA ST TO AVENIDA MENENDEZ (SR A1A) - 4308971						***Non-SIS***	
DRAINAGE IMPROVEMENTS						**Length: 0.599 mi**	
			Responsible Agency: FDOT				
RRU	LF	0	400,056	0	0	0	**400,056**
CST	DIH	0	189,331	0	0	0	**189,331**
CST	DDR	0	10,910,176	0	0	0	**10,910,176**
	Total	**0**	**11,499,563**	**0**	**0**	**0**	**11,499,563**
	Prior Cost < 2021/22	*2,656,555*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*14,156,118*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
LANDSCAPING CONTINGENCY - 4188641						***Non-SIS***	
LANDSCAPING						**Length: .000**	
			Responsible Agency: FDOT				
CST	DDR	0	513,289	0	0	0	**513,289**
	Total	**0**	**513,289**	**0**	**0**	**0**	**513,289**
	Prior Cost < 2021/22	*761,150*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*1,274,439*
PONCE DE LEON NORTH (US 1 / SR 5) FROM MARION AVENUE TO FORT MOSS TRAIL - 4479131						***Non-SIS***	
LANDSCAPING						**Length: 3.301**	
			Responsible Agency: FDOT				
CST	DDR	0	0	0	613,419	0	**613,419**
	Total	**0**	**0**	**0**	**613,419**	**0**	**613,419**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*613,419*
SMART ST. AUGUSTINE CONNECTED VEHICLE SYSTEM IN CITY OF ST. AUGUSTINE - 4486531						***Non-SIS***	
ITS COMMUNICATION SYSTEM						**Length: 4.819**	
			Responsible Agency: St. Augustine				
CST	DITS	968,000	0	0	0	0	**968,000**
	Total	**968,000**	**0**	**0**	**0**	**0**	**968,000**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*968,000*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
SR 16 FROM CR 13 TO CR 16A - 4434881						***Non-SIS***	
LIGHTING						**Length: 1.656**	
			Responsible Agency: FDOT				
CST	ACSS	342,973	0	0	0	0	**342,973**
	Total	**342,973**	**0**	**0**	**0**	**0**	**342,973**
	Prior Cost < 2021/22	*285,731*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*628,704*
SR 206 @ MANTANZA RIVER ICWW CRESCENT BEACH BRIDGE #780090 - 4304493						***Non-SIS***	
BRIDGE-REPAIR/REHABILITATION						**Length: 0.564**	
			Responsible Agency: FDOT				
CST	DIH	0	12,776	0	0	0	**12,776**
CST	BRRP	0	772,973	0	0	0	**772,973**
	Total	**0**	**785,749**	**0**	**0**	**0**	**785,749**
	Prior Cost < 2021/22	*192,418*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*978,167*
SR 206 FROM I-95 TO ICWW BRIDGE - 4432731						***Non-SIS***	
RESURFACING						**Length: 5.415**	
			Responsible Agency: FDOT				
CST	DS	306,366	0	0	0	0	**306,366**
CST	DIH	10,260	0	0	0	0	**10,260**
CST	SA	140,324	0	0	0	0	**140,324**
CST	DDR	5,088,134	0	0	0	0	**5,088,134**
CST	ACSA	118,788	0	0	0	0	**118,788**
	Total	**5,663,872**	**0**	**0**	**0**	**0**	**5,663,872**
	Prior Cost < 2021/22	*382,705*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*6,046,577*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
SR 206 FROM SR 207 TO I-95 - 4453531						***Non-SIS***	
RESURFACING						**Length: 8.428**	
			Responsible Agency: FDOT				
CST	DS	0	2,654,028	0	0	0	**2,654,028**
CST	DIH	0	22,381	0	0	0	**22,381**
CST	SA	0	1,847,453	0	0	0	**1,847,453**
CST	DDR	0	1,714,263	0	0	0	**1,714,263**
	Total	**0**	**6,238,125**	**0**	**0**	**0**	**6,238,125**
	Prior Cost < 2021/22	*122,111*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*6,360,236*
SR 207 FROM I-95 TO SR 312 - 4455461						***SIS***	
RESURFACING						**Length: 4.000**	
			Responsible Agency: FDOT				
CST	DS	0	2,050,232	0	0	0	**2,050,232**
CST	DIH	0	26,394	0	0	0	**26,394**
CST	SA	0	760,703	0	0	0	**760,703**
CST	DDR	0	5,226,052	0	0	0	**5,226,052**
	Total	**0**	**8,063,381**	**0**	**0**	**0**	**8,063,381**
	Prior Cost < 2021/22	*166,948*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*8,230,329*
SR 313 FROM SR 207 TO S HOLMES BLVD - 2102304						***Non-SIS***	
NEW ROAD CONSTRUCTION				**LRTP No: 39**		**Length: 1.072**	
			Responsible Agency: FDOT				
CST	SU	11,795,815	0	0	0	0	**11,795,815**
CST	ACSA	196,115	0	0	0	0	**196,115**
	Total	**11,991,930**	**0**	**0**	**0**	**0**	**11,991,930**
	Prior Cost < 2021/22	*1,690,388*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*13,682,318*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
SR A1A FROM PALMETTO AVE TO SAND CASTLE LANE - 4299311						***Non-SIS***	
DRAINAGE IMPROVEMENTS						**Length: 2.698 mi**	
			Responsible Agency: FDOT				
CST	DIH	0	0	139,304	0	0	**139,304**
CST	DDR	0	0	7,922,949	0	0	**7,922,949**
	Total	**0**	**0**	**8,062,253**	**0**	**0**	**8,062,253**
	Prior Cost < 2021/22	*653,068*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*8,715,321*
SR A1A (KINGS ST) (SR 5A) FROM BRIDGE OF LIONS TO CHARLOTTE ST - 4282712						***Non-SIS***	
DRAINAGE IMPROVEMENTS						**Length: 0.571 mi**	
			Responsible Agency: FDOT				
PE	DDR	0	0	0	0	1,800,000	**1,800,000**
	Total	**0**	**0**	**0**	**0**	**1,800,000**	**1,800,000**
	Prior Cost < 2021/22	*472,503*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*2,272,503*
SR A1A @ MARY ST ADDING LEFT TURN LANE FROM A1A TO MARY ST AT MARY ST - 4373741						***Non-SIS***	
ADD LEFT TURN LANE(S)						**Length: .210**	
			Responsible Agency: FDOT				
CST	DS	636	0	0	0	0	**636**
CST	DIH	13,621	0	0	0	0	**13,621**
CST	DDR	815,007	0	0	0	0	**815,007**
	Total	**829,264**	**0**	**0**	**0**	**0**	**829,264**
	Prior Cost < 2021/22	*263,564*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*1,092,828*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
SR A1A FROM SAN MARCO TO NORTH OF PARK ENTRANCE - 4477361						***Non-SIS***	
BIKE PATH/TRAIL						**Length: 7.500**	
			Responsible Agency: FDOT				
PDE	SA	0	1,500	0	0	0	**1,500**
PDE	TALU	0	300,000	0	0	0	**300,000**
CST	TALU	0	990,199	0	0	0	**990,199**
PDE	DIH	0	5,000	0	0	0	**5,000**
	Total	**0**	**1,296,699**	**0**	**0**	**0**	**1,296,699**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*1,296,699*
SR16 FROM WEST OF TOMS ROAD TO EAST OF CR 208 - 4345621						***Non-SIS***	
INTERSECTION IMPROVEMENT						**Length: .364**	
			Responsible Agency: FDOT				
ROW	SU	110,396	14,639	0	0	0	**125,035**
ROW	SA	10,000	68,761	0	0	0	**78,761**
CST	SU	0	0	0	0	3,547,945	**3,547,945**
CST	SA	0	0	0	0	60,519	**60,519**
	Total	**120,396**	**83,400**	**0**	**0**	**3,608,464**	**3,812,260**
	Prior Cost < 2021/22	*634,527*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*4,446,787*
SR312 @ MATANZAS RIVER ICWW BRIDGE NO. 780089 - 4470261						***Non-SIS***	
BRIDGE-REPAIR/REHABILITATION						**Length: 1.677**	
			Responsible Agency: FDOT				
PDE	DIH	5,000	0	0	0	0	**5,000**
PDE	BRRP	52,000	0	0	0	0	**52,000**
	Total	**57,000**	**0**	**0**	**0**	**0**	**57,000**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*57,000*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
ST JOHNS CNTY FED SECT 5311 RURAL TRANSIT FUNDING - 4272651							***Non-SIS***
OPERATING/ADMIN. ASSISTANCE							**Length: .000**
			Responsible Agency: St. JOHNS CO.				
OPS	DU	395,672	415,455	436,228	458,039	480,941	**2,186,335**
OPS	LF	395,672	415,455	436,228	458,039	480,941	**2,186,335**
Total		**791,344**	**830,910**	**872,456**	**916,078**	**961,882**	**4,372,670**
	Prior Cost < 2021/22	*3,714,752*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*8,087,422*
ST JOHNS CO FED 5307 CAPITAL GRANT - 4292031							***Non-SIS***
CAPITAL FOR FIXED ROUTE							
			Responsible Agency: St. JOHNS CO.				
CAP	FTA	782,331	860,564	946,621	946,621	946,621	**4,482,758**
CAP	LF	195,558	215,141	236,653	236,653	236,653	**1,120,658**
Total		**977,889**	**1,075,705**	**1,183,274**	**1,183,274**	**1,183,274**	**5,603,416**
	Prior Cost < 2021/22	*4,247,817*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*9,851,233*
ST. JOHNS CO COA SECTION 5339 TRANSIT IMPROVEMENT - 4415221							***Non-SIS***
TRANSIT OPERATING ASSISTANCE							
			Responsible Agency: St. Johns Co COA				
CAP	FTA	167,000	167,000	167,000	167,000	167,000	**835,000**
CAP	LF	41,750	41,750	41,750	41,750	41,750	**208,750**
Total		**208,750**	**208,750**	**208,750**	**208,750**	**208,750**	**1,043,750**
	Prior Cost < 2021/22	*417,500*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*1,461,250*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
ST. JOHNS COUNTY BLOCK GRANT OPERATING FUNDS - 4184411						***Non-SIS***	
OPERATING FOR FIXED ROUTE						**Length: .000**	
			Responsible Agency: St. JOHNS CO.				
OPS	DPTO	213,343	67,497	71,439	76,231	98,113	**526,623**
OPS	DDR	367,803	531,084	545,099	558,803	555,972	**2,558,761**
OPS	LF	581,146	598,581	616,538	635,034	654,085	**3,085,384**
	Total	**1,162,292**	**1,197,162**	**1,233,076**	**1,270,068**	**1,308,170**	**6,170,768**
	Prior Cost < 2021/22	*10,818,537*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*16,989,305*
ST.JOHNS CNTY BCC STP FUNDS PURCHASE BUSES/EQUIPMENT - 4067899						***Non-SIS***	
PURCHASE VEHICLES/EQUIPMENT						**Length: .000**	
			Responsible Agency: St. JOHNS CO.				
CAP	FTAT	250,000	250,000	250,000	250,000	250,000	**1,250,000**
CAP	SU	250,000	250,000	250,000	250,000	250,000	**1,250,000**
CAP	LF	250,000	250,000	250,000	250,000	250,000	**1,250,000**
	Total	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**3,750,000**
	Prior Cost < 2021/22	*7,650,000*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*11,400,000*
ST.JOHNS CNTY FED 5307 OPERATING GRANT - 4067898						***Non-SIS***	
OPERATING FOR FIXED ROUTE						**Length: .000**	
			Responsible Agency: St. JOHNS CO.				
CAP	FTA	1,600,000	1,800,000	2,000,000	2,000,000	2,000,000	**9,400,000**
CAP	LF	1,600,000	1,800,000	2,000,000	2,000,000	2,000,000	**9,400,000**
	Total	**3,200,000**	**3,600,000**	**4,000,000**	**4,000,000**	**4,000,000**	**18,800,000**
	Prior Cost < 2021/22	*7,569,944*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*26,369,944*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
US 1 (SR 5) FROM SR 206 TO MOULTRIE CREEK - 4471721						***Non-SIS***	
RESURFACING						**Length: 4.519**	
			Responsible Agency: FDOT				
CST	DIH	0	45,258	0	0	0	**45,258**
CST	SA	0	1,067,442	0	0	0	**1,067,442**
CST	DDR	0	480,777	0	0	0	**480,777**
CST	NHRE	0	9,940,371	0	0	0	**9,940,371**
	Total	**0**	**11,533,848**	**0**	**0**	**0**	**11,533,848**
	Prior Cost < 2021/22	*1,261,492*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*12,795,340*
US 1 (SR 5A/ KING ST) OVER SAN SEBASTIAN RIVER BRIDGE NO780003 - 4374281						***Non-SIS***	
BRIDGE REPLACEMENT						**Length: .111**	
			Responsible Agency: FDOT				
ROW	ACBR	1,124,619	350,468	0	0	0	**1,475,087**
ROW	SA	0	5,500	0	0	0	**5,500**
CST	ACBR	0	0	7,366,028	0	0	**7,366,028**
	Total	**1,124,619**	**355,968**	**7,366,028**	**0**	**0**	**8,846,615**
	Prior Cost < 2021/22	*1,512,016*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*10,358,631*
US1 (SR5) AT OYSTER CREEK BRIDGE NO780103 - 4338432						***Non-SIS***	
REPLACE OR WIDEN BR CULVERT						**Length: .016**	
			Responsible Agency: FDOT				
CST	ACBR	3,349,433	0	0	0	0	**3,349,433**
CST	BNBR	786,600	0	0	0	0	**786,600**
CST	ACSA	144,118	0	0	0	0	**144,118**
	Total	**4,280,151**	**0**	**0**	**0**	**0**	**4,280,151**
	Prior Cost < 2021/22	*951,818*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*5,231,969*

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
WATSON RD SIGNAL SAFETY UPGRADE CROSSING NO.271894L, RRMP:43.63 - 4479155						***Non-SIS***	
RAIL SAFETY PROJECT						**Length: 0.200**	
		Responsible Agency: FDOT					
RRU	RHP	333,750	0	0	0	0	**333,750**
Total		**333,750**	**0**	**0**	**0**	**0**	**333,750**
	Prior Cost < 2021/22	*0*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*333,750*

Section I - Area-Wide Projects

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
FIRST COAST EXPRESSWAY (SR 23) FROM EAST OF CR 16A (SPUR) TO EAST OF CR 209 - 4229387						***SIS***	
NEW ROAD CONSTRUCTION				**LRTP No: 10**		**Length: 6.470**	
			Responsible Agency: FDOT				
RRU	ACNP	2,928,502	116,269	0	0	0	**3,044,771**
DSB	PKYI	10,260	0	0	0	1,595,601	**1,605,861**
DSB	ACNP	0	122,079,010	0	1,800,000	1,595,601	**125,474,611**
DSB	GMR	0	34,181,220	0	0	0	**34,181,220**
DSB	PKBD	0	215,599,245	0	1,800,000	0	**217,399,245**
PE	ACNP	0	2,878,916	0	0	0	**2,878,916**
DSB	STED	0	17,190,713	0	0	0	**17,190,713**
Total		**2,938,762**	**392,045,373**	**0**	**3,600,000**	**3,191,202**	**401,775,337**
	Prior Cost < 2021/22	*788,178*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*402,563,515*
SRA1A FROM MARINELAND TO FORT MATANZAS - 4470641						***Non-SIS***	
BIKE PATH/TRAIL						**Length: 3.885**	
			Responsible Agency: FDOT				
PE	TLWR	2,200,000	0	0	0	0	**2,200,000**
PE	DIH	90,000	0	0	0	0	**90,000**
Total		**2,290,000**	**0**	**0**	**0**	**0**	**2,290,000**
	Prior Cost < 2021/22	*10,000*	*Future Cost > 2025/26*	*0*		*Total Project Cost*	*2,300,000*

APPENDIX I
Abbreviations & Acronyms

ABBREVIATIONS AND FUNDING SOURCES

AGENCIES

FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
JAA	Jacksonville Aviation Authority
JTA	Jacksonville Transportation Authority
SA/STJAA	St. Augustine/St. Johns County Airport Authority

PROJECT PHASES

ADM	Administration
CAP	Capital
CST	Construction
DSB	Design Build
ENV	Environmental
INC	Contract Incentives
LAR	Local Advance Reimbursement

MNT	Bridge/Roadway/Contract Maintenance
MSC	Miscellaneous
OPS	Operations
PDE	Project, Development & Environment Study
PE	Preliminary Engineering
PLN	Planning
ROW	Right-of-Way Acquisition
RPY	Repayments
RRU	Railroad/Utilities

FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACER	Advance Construction (ER)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACFP	Advance Construction Freight Program (NFP)
ACIM	Advanced Construction Interstate

ACNP	Advance Construction (NHPP)
ACSA	Advanced Construction Transportation Management Areas
ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)
BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRP	State Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BRTZ	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
CMAQ	Congestion Mitigation Air Quality

D	Unrestricted State Primary
DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds
DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DRA	Rest Areas - State 100%
DS	State Primary Highways and PTO
DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
EM19	GAA Earmarks FY 2019
FAA	Federal Aviation Administration
FTA	Federal Transit Administration

FTAT	FHWA Transfer to FTA (NON-BUD)
GFSU	General Fund
GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSID	Intersection Crashes
HSLD	Lane Departure Crashes
HSP	Highway Safety Program
IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFB	Local Funds Budget
LFP	Local Funds for Participating
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future
LOGT	Local Option Gas Tax

MG	Minimum Guarantee
NFPD	National Freight PGM-Discretionary
NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform – Resurfacing
NSTP	New Starts Transit Program
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PKLF	Local Support for Turnpike
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
REPE	Repurposed Federal Earmarks
RHH	Rail Highway Crossings - Hazard
RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program

SCRA	Small County Resurfacing
SIWR	2015 SB2514A-Strategic INT SYS
SE	Transportation Enhancement Activities related to any Surface Transportation Program
SH	Hazard Elimination
SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SN	STP, Mandatory Non-Urban <=5K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2T	Safe Routes - Transfer
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STED	2012 SB1998-Strategic Econ Cor
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)
TGR	Tiger Grant through FHWA

TLWR	Suntrail
TMBJ	I-95 Express Lanes – Maintenance
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program
TRWR	TRIP Wheels on Road
XA	Surface Transportation Program (STP) in any urban areas.
XU, SU	Surface Transportation Program (STP) in urban areas > 200k

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: May 3, 2021

RE: Agenda Item Under General Presentations for May 10, 2021 City Commission Meeting;
North Florida Transportation Planning Organization (NFTPO) Transportation Improvement Program (TIP) Presentation

Wanda Forrest, the Transportation Planning Manager for North Florida Transportation Planning Organization, would like to present the Draft Transportation Improvement Program to the City Commission.

The North Florida TPO develops the Transportation Improvement Program annually and is the short-range transportation plan for St Johns County in addition to Clay, Duval and Nassau Counties.

Attached, is a copy of the North Florida Transportation Planning Organization (NFTPO) Transportation Improvement Program (TIP) Presentation. Please let me know if you have any questions or concerns regarding this agenda item.

Reuben C. Franklin Jr., P.E.
Public Works Director

cc: City Attorney & Department Heads

Attachment: Presentation Letter
PowerPoint Presentation

City of St. Augustine

Memorandum

TO: John Regan, P.E.
City Manager

DATE: May 10, 2021

RE: Amended Development Agreement Related to the Shipyards Property

On January 28, 2019, the Shipyards property entered into a Development Agreement with the City. This Development Agreement addresses certain issues related to the construction of utilities on the property, which will serve the private property owners as well as the public. As such, the Development Agreement clarifies the property owner's and the City's responsibilities for the construction of water, sanitary sewer, stormwater and associated roadway infrastructure.

The attached Amended Development Agreement includes the language contained in the existing Development Agreement, without any changes, and it clarifies how "Development Rights" (residential density) will be allocated and monitored throughout the property. This update also includes language allowing the joint use of parking facilities throughout the site after approval by the city Planning and Zoning Board. This amendment recognizes lot coverage and impervious surface ratios will be measured within the whole property, not by individual parcels within the property.

The total maximum residential density for the Shipyards property is 16 residential dwelling units per acre of developable land. These dwelling units can be apartments, townhouses, condominiums or detached single family homes, or any combination of these. This is established in the City's Comprehensive Plan and will not change. There are 33.85 acres of developable land, which allows for a total of 541 residential dwelling units throughout the property.

The Amended Development Agreement allows the Shipyards to allocate residential density ("Development Rights") within the property and it makes the Shipyards owner commit to keeping track and reporting the total overall residential density when property is developed and sold. This will ensure that the City's Comprehensive Plan is not violated.

Please place the attached Amended Development Agreement on the May 10, 2021 City Commission agenda for second reading and a public hearing.

If you have any questions, please let me know.

David Birchim

David Birchim, AICP
Director, Planning and Building

AMENDED AND RESTATED SHIPYARDS DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED SHIPYARDS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into on this _____ day of _____, 2021, by and between WINDWARD SHIPYARD, LLC, a Delaware limited liability company ("**Windward**"), and WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company ("**Land Holdings**", and together with Windward, their successors and assigns, "**Owner**"), and THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the "**City**").

A. The Owner is the successor in interest to Greenwood Property, LLC, a Florida limited liability company ("**Greenwood**"), in ownership of a majority of the real property subject to that certain Shipyards Development Agreement between the City and Greenwood dated January 28, 2019 and recorded in Official Records Book 4734, Page 782, Public Records of St. Johns County, Florida (the "**Original Agreement**").

B. The Owner attests and warrants that it is the sole owner in fee simple title of the property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, which is located within the City of St. Augustine, St. Johns County, Florida (the "**Property**"), and that Robert Finvarb, as Manager of Windward Shipyard Manager, LLC, a Delaware limited liability company, which is Manager of Windward Shipyard, LLC and Windward Shipyard Land Holdings, LLC, is authorized to execute all binding documents on behalf of Owner.

C. The parcel owned by St. Augustine Shipyard, LLC (St. Johns County Parcel Identification No. 134230-0010) will remain subject to the Original Agreement.

D. The Property has been annexed into the City pursuant to Ordinance No. 2018-41.

E. The Property has been given a Future Land Use Map ("**FLUM**") designation of Residential Medium Density/Mixed Use and a zoning district of Residential General Office ("**RGO**"). The Property will be developed in accordance with these applicable future land use and zoning designations (the **"Development").** The Property does not include other land owned by the Owner that is wetland and designated Open Land on the City's FLUM.

F. The Owner desires to develop the Property in an innovative, unified manner, with a mixture of residential, commercial, office and light industrial uses, with residential densities and non-residential intensities consistent with the Residential Medium Density/Mixed Use FLUM designation. Some land uses will be combined in one building or a series of buildings and on the same parcel or parcels within the Property.

G. The Owner will construct certain public roadway, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as set forth herein.

H. The Owner and the City desire to enter into this Agreement to (i) allow the assignment of development rights and related parking and stormwater within the Property to individual parcels within the Development, regardless of parcel ownership; and (ii) to provide for the provision of certain site improvements that will benefit the Development and the public concurrently with the portion of the Development to be served by such improvements.

I. This Agreement is consistent with the City's Charter, the City's Comprehensive Plan and Municipal City Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes and Article VIII, Section 2(b), Constitution of the State of Florida, and other applicable law, and serves a public purpose.

J. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

i. The City has adopted a local Comprehensive Plan that is in compliance.

ii. The proposed development of the Property is consistent with the City of St. Augustine Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the City's Land Development Regulations and Municipal Code (the "**City Code**").

iii. This Agreement constitutes a binding commitment on the part of the Owner, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City Code.

K. The following is the Public Facility Schedule applicable to the development of the Property through the thirty (30) years of this Development Agreement, to 2051:

i. Transportation. Transportation capacities will be provided by the City or other agency as set forth in its regulations and Capital Improvement Program, as amended from time to time, and in compliance with the provisions of this Agreement and the respective responsibilities of the parties.

ii. Potable Water and Sanitary Sewer. The City will provide adequate water and wastewater service to the Property in accordance with local government development orders that have been and will be issued for development of the Property from time to time. The Owner will construct water and sewer line extensions necessary to serve the Property, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.

iii. Solid Waste. The City will provide solid waste disposal to the Property.

iv. Drainage. Concurrently with development of the Property or portions thereof, the Owner will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.

v. Parks / Open Space. Concurrently with development of the Property or portions thereof, the Owner and the City will provide parks and open space as required in applicable provisions of the City Code.

L. The population densities, building intensities and maximum height possible for the Development under its FLUM and zoning designations and current City Code include all uses in the RGO zoning district, including restaurants, hotels and conference centers, apartments or condominiums up to a maximum of 16 units per developable acreage, with a lot coverage maximum of fifty percent (50%) and a maximum building height of fifty (50) feet (with additional height for architectural features, mechanical equipment and the like, in conformance with applicable City Code provisions).

M. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Findings of Fact. The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. Purpose and Intent. The Owner and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development. The parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system and the transportation system. In addition, the Agreement identifies the available credits to the Owner, the potential for future credits, and the City's share of financial responsibility for improvements that may benefit the City's overall utility, stormwater and transportation systems beyond that needed for this Development. The parties do not intend to vest the Development to current land development regulations, and Owner or its successors and assigns will be required to meet all applicable codes at the time individual development orders or permits are sought.

3. Public Facility Improvements. The Owner agrees that Owner or the developer of each parcel, as it is developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the Development at the time of issuance of a building permit for the particular improvement. The Owner agrees that Owner or the developer of each parcel, as it is developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. The water, sanitary sewer, stormwater and transportation system improvements detailed in this Section 3 shall be provided concurrently with the portion of the Development such systems are designed to serve. In addition, the parties agree to the following utility and infrastructure improvements:

a. City Potable Water System.

i. Owner shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.

ii. If, at the time Owner applies for a development permit related to the provision of potable water to the Property, the City determines that off-site improvements related to development of the Property are beneficial to the City's potable water system, Owner will pay for fifty percent (50%) of the costs associated with the City's upgrade to off-site improvements, to be paid no later than at the time of the issuance of the first certificate of occupancy for that development permit. Full payment of these costs shall be a binding requirement of development for all development orders or permits for the Property.

iii. Owner agrees to provide to the City any additional easements on, under and across the Property necessary for the construction, operation and maintenance of the potable water system.

b. City Sanitary Sewer System.

i. Owner shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing sanitary sewer onsite to the Property for its intended uses.

ii. If, at the time Owner applies for a development permit related to the provision of sanitary sewer to the Property, the City determines that off-site improvements related to development of the Property are beneficial to the City's sanitary sewer system, Owner will pay for fifty percent (50%) of the costs associated with the City's upgrade to off-site improvements, to be paid no later than at the time of the issuance of the first certificate of occupancy for that development permit. Full payment of these costs shall be a binding requirement of development for all development orders or permits for the Property. However, any design changes by the City for the long-term efficacy of Pump Station 67 shall be borne solely by the City.

iii. Owner agrees to provide to the City any additional easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.

c. Stormwater System.

i. Owner shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing

stormwater capture, retention and treatment onsite to the Property for its intended uses.

ii. If, at the time Owner applies for a development permit related to the provision of stormwater capture, retention or treatment to the Property, the City determines that oversizing on-site improvements for accepting the City's off-site stormwater flow are beneficial to the City's stormwater system, the City will pay one hundred percent (100%) of the costs associated with the oversizing costs to on-site improvements, to be paid no later than at the time of the issuance of the first certificate of occupancy for that development permit.

iii. City will grant Owner one hundred percent (100%) credit for 295,309 square feet (6.78 acres) of historical impervious area.

iv. City will grant Owner thirty percent (30%) credit for on-site treatment of stormwater runoff.

v. City will grant Owner an additional discount proportionate to the City's use of the oversized on-site improvements per the engineering sizing calculations submitted to the City as part of the permitting.

vi. Owner agrees to provide to the City any additional easements on, under and across the Property necessary for the construction, operation and maintenance of the stormwater system. However, such easements shall not relieve Owner of the duty to construct, maintain and operate the onsite stormwater facilities.

d. Transportation System.

i. Owner shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing mobility, access, transportation and roadway system improvements to the Property for its intended uses.

ii. If, at the time Owner applies for a development permit related to mobility, access, transportation or roadways to the Property, the City or other permitting agency determines that off-site improvements related to development of the Property are beneficial to the transportation system, the City will be responsible for payment not to exceed $500,000.00 of the costs associated with the upgrade to off-site improvements and Owner will be responsible for all other costs associated with the offsite transportation and roadway system improvements. Full payment of these costs shall be a binding requirement of development for all development orders or permits for the Property.

iii. Owner may be eligible to apply for credits for transportation or mobility improvements, if the City has a system for such credits available in its codes and regulations at the time of permitting the off-site improvements. Nothing herein implies that a credit system will be in place at the time of permitting, nor that the

City is otherwise required to implement such a system. Once the offsite improvements are built, inspected and approved, no credits will be applied retroactively.

iv. Owner agrees to provide to the City any additional easements on, under, and across the Property necessary for the construction, operation and maintenance of the transportation system. However, such easements shall not relieve Owner of the duty to construct, maintain, and operate the onsite transportation facilities.

4. **Property Development Rights**. For the purposes of the Agreement, the Property shall have the following development rights, as calculated below:

a. The Property includes approximately 33.85 developable acres, as depicted on the conceptual development plan attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "**Conceptual Development Plan**"). Based on the approximately 33.85 developable acres within the Property, the maximum residential density for the Development will be 541 units, pursuant to the future land use and zoning designations (the "**Residential Development Rights**"). The maximum non-residential intensity for the Development shall not exceed the 50 percent lot coverage by buildings for the overall Property, less the lot coverage by residential buildings (the "**Non-Residential Development Rights**", and collectively with the Residential Development Rights, the "**Development Rights**"):

b. The Development shall not be permitted to exceed 50 percent lot coverage by buildings, as calculated over the 33.85 developable acres within the Property.

c. The Owner shall be permitted to allocate some or all of the Development Rights to one or more parcels within the Property, regardless of the size of such parcel or parcels. The Owner shall notify the City when it allocates any portion of the Development Rights to a parcel within the Property and shall record an assignment of such portion of the Development Rights against title to the applicable parcel in the Public Records of St. Johns County, Florida. The Owner shall also submit tables tracking allocations of the Development Rights with each construction plan submittal to the City, so that the City will know how many cumulative Development Rights have been allocated as of the date of each construction plan submittal.

d. Permitted uses within the Development shall be those allowed by right in the Residential Medium Density/Mixed Use future land use category and RGO zoning district.

e. Lot coverage by buildings and impervious surface shall be measured within the Property as a whole, and not by individual parcel or parcels.

f. Stormwater ponds and structures may be shared among parcels within the Property.

g. Trash dumpsters and other facilities may be located outside of any parking garage or garages that may be constructed on the Property so that garbage trucks do not have to enter such garage(s).

5. **Shared Parking**. The Development will include a variety of land uses, including residential, commercial, office and light industrial, and will be developed in a unified manner, consistent with the Conceptual Development Plan. Due to its mixed-use nature, the Development shall be permitted to have parking for various parcels within the Property located anywhere within the Development, if approved by the City Planning and Zoning Board ("**PZB**") as a use by exception. If the entire Development is approved by the PZB as a use by exception for off-site parking, each specific parcel, at the time of its construction plan submittal, shall identify (i) its per-Code parking needs, (ii) the off-site parking location to be used within the Development for such parcel and if the location complies with the City Code's distance requirements, (iii) the available number of parking spaces at that location, and (iv) the availability of such parking spaces no later than at the time the City issues a certificate of occupancy or its equivalent for the related use. The Owner shall notify the City when it allocates parking spaces within the Development to a specific parcel and shall submit tables tracking allocations of parking spaces with each construction plan submittal to the City, so the City can track the Development's compliance with Code parking provisions. Nothing herein is intended to vary, modify or waive any Code criteria, nor to imply the preemptive approval or disapproval of a use by exception or other quasi-judicial hearing process. If the Development is not approved by the PZB as a use by exception for off-site parking, each parcel within the Development will have to comply with Code parking requirements on-site.

6. **Development Timing.** Project development has commenced with the construction of the Culinary Outfitters restaurant and Windward Marina dry stack storage facility. Because the Property has an RGO zoning designation, no Development phasing or completion dates are required by the Code. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

7. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement.

8. **Amendment, Extension of Agreement.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

9. **Necessity to Obtain Permits.** The Owner acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Owner or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

10. Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2020). The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and Land Development Regulations, and (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

11. Remedies. Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time. .

12. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. When Owner is used in this Agreement, it includes Owner and any successors and assigns owning any rights to the Property, jointly and severally assuming all the Owner obligations set out in the Agreement, unless the obligations have been fully discharged. Payments or credits due to Owner by City pursuant to the terms of this Agreement will be disbursed or assigned to WINDWARD SHIPYARD LAND HOLDINGS, LLC. City shall have no duty to apportion or assign any payments or credits from this Agreement to successors or assigns, and said successors or assigns shall only look to WINDWARD SHIPYARD LAND HOLDINGS, LLC for reimbursement, credit or apportionment.

13. Applicable Law: Jurisdiction and Venue. This Agreement and the rights and obligations of the City and Owner under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2020). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Owner or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

14. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. Exhibits. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

16. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

18. **Effective Date and Recordation.** This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of St. Johns County (the **"Effective Date").**

19. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

20. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

21. **Notices.** Any notices or reports required by this Development Agreement shall be sent to the following:

For the City: City Manager
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

With copy to: City Attorney
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

For Owner: Windward Shipyard, LLC
Windward Shipyard Land Holdings, LLC
2999 NE 191st Street, Suite 800
Aventura, Florida 33324

With copy to: Ellen Avery-Smith
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

[Signatures on Following Pages]

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this _____ day of _____, 2021.

Attest:

CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation

By: _____
John P. Regan, P.E., City Manager

Approved as to form, legal sufficiency and execution:

By:
Isabelle Lopez, City Attorney

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

Name: _____

Name: _____

WINDWARD SHIPYARD, LLC, a Delaware limited liability company

By:
Name: _____
Its: _____

Date:

STATE OF _____

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2021, by _____ as _____ of Windward Shipyard, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

Name: _____

Name: _____

WINDWARD SHIPYARD, LLC, a Delaware limited liability company

By:
Name: _____
Its: _____

Date:

STATE OF _____

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2021, by _____ as _____ of Windward Shipyard Land Holdings, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

_____
NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Property

A TRACT OF LAND COMPRISED OF PORTIONS OF SEMINOLE PARK, ACCORDING TO THE MAP RECORDED IN MAP BOOK 3, PAGE 87, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3818, PAGE 1150, AND OFFICIAL RECORDS BOOK 3757, PAGE 1474, LYING IN SECTIONS 19 AND 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ARAPAHO AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 11°24'27" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 23.06 FEET TO ITS INTERSECTION WITH THE OUTHEASTERLY RIGHT-OF-WAY LINE OF IROQUOIS AVENUE (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 41°44'18" EAST ALONG SAID SOUTHEASTERLY RIGHT-WAY-LINE, BEING THE SAME AS THE NORTHWESTERLY LINE OF BLOCK H OF SAID SEMINOLE PARK, 178.02 FEET; THENCE SOUTH 48°13'13" EAST, DEPARTING LAST SAID LINE, 139.93 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 5, BLOCK H OF SAID SEMINOLE PARK; THENCE NORTH 41°43'22" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, ACROSS FORMER MOHAWK STREET, VACATED PER OFFICIAL RECORDS BOOK 189, PAGE 372, SAID PUBLIC RECORDS, ALONG THE NORTHWESTERLY LINE OF LOTS 6 AND 7 BLOCK D OF SAID SEMINOLE PARK, 390.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6, LOCATED IN THE FORMER SOUTHWESTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, NOW CLOSED BY ORDINANCE 88- 45, AS RECORDED IN OFFICIAL RECORDS BOOK 791, PAGE 281, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ACROSS SAID FORMER CHEROKEE STREET, NORTH 37°39'55" EAST, 40.00 FEET, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET; THENCE NORTH 52°23'36" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, 162.43 FEET, TO THE FORMER CENTERLINE OF IROQUOIS AVENUE A 50 FOOT RIGHT OF WAY, CLOSED PER ORDINANCE NO. 2014-12, OFFICIAL RECORDS BOOK 3947, PAGE 881; THENCE NORTH 41°41'26" EAST, ALONG SAID FORMER CENTERLINE OF IROQUOIS AVENUE, AND ITS NORTHEASTERLY PROLONGATION, 262.96 FEET TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER; THENCE DEPARTING SAID FORMER CENTERLINE AND ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES: 1) SOUTH 61 °54'54" EAST, 104.04 FEET; 2) SOUTH 58°45'38" EAST, 28.45 FEET; 3) SOUTH 70°11'24" EAST, 24.70 FEET; 4) SOUTH 71 °07'34" EAST, 34.35 FEET, TO AN ANGLE POINT ON A CONCRETE BULKHEAD; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING COURSES 1) SOUTH 47°00'58" EAST, 4.27 FEET; 2) SOUTH 47°48'58" EAST, 46.07 FEET; 3) SOUTH 48°59'40" EAST, 21.08 FEET; 4)

NORTH 41 °05'02" EAST, 32.76 FEET; 5) SOUTH 49°43'25" EAST, 12.94 FEET; 6) SOUTH 40°23'47" WEST, 40.65 FEET; 7) SOUTH 49°20'34" EAST, 50.59 FEET; 8) NORTH 45°30'16" EAST, 43.37 FEET; 9) NORTH 42°32'05" EAST, 64.53 FEET; 10) NORTH 78°18'13" EAST, 63.60 FEET; 11) SOUTH 67°31'53" EAST, 150.30 FEET; 12) NORTH 27°54'01" EAST, 2.25 FEET; 13) SOUTH 63°34'52" EAST, 293.82 FEET; 14) SOUTH 68°57'26" EAST, 214.62 FEET; 15) SOUTH 06°23'08" EAST, 1.79 FEET; 16) SOUTH 59°47'29" WEST, 72.11 FEET; 17) SOUTH 39°36'26" EAST, 67.83 FEET; 18) NORTH 54°53'59" EAST, 70.90 FEET; 19) SOUTH 35°37'46" EAST, 71.43 FEET; 20) SOUTH 12°20'53" EAST, 24.82 FEET; 21) SOUTH 10°25'04" EAST, 21.99 FEET; 22) SOUTH 29°37'36" EAST, 16.43 FEET, TO THE END OF SAID CONCRETE BULKHEAD; THENCE SOUTHWESTERLY, ALONG THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER 1,060 FEET MORE OR LESS AT ITS INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS BOOK 3757, PAGE 1474; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 CALLS; 1) SOUTH 53°25'25" WEST, 581.92 FEET; 2) NORTH 39°35'58" WEST, 248.32 FEET; 3) SOUTH 52°47'10" WEST, 153.71 FEET; THENCE NORTH 26°51'17" WEST, DEPARTING LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4143, PAGE 863 SAID PUBLIC RECORDS, 638.42 FEET; THENCE SOUTH 63°08'43" WEST, DEPARTING LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THE LAST SAID LANDS, 291.11 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ARAPAHO AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS;) NORTH 26°52'42" WEST, 205.14 FEET; 2) NORTH 68°29'21" WEST, 403.09 FEET; 3) NORTH 53°15'10" EAST, 8.50 FEET; 4) NORTH 68°21'25" WEST, 251.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35.03 ACRES MORE OR LESS.

<u>LESS AND EXCEPT THE RESTAURANT PARCEL OWNED BY ST. AUGUSTINE SHIPYARD, LLC</u>:

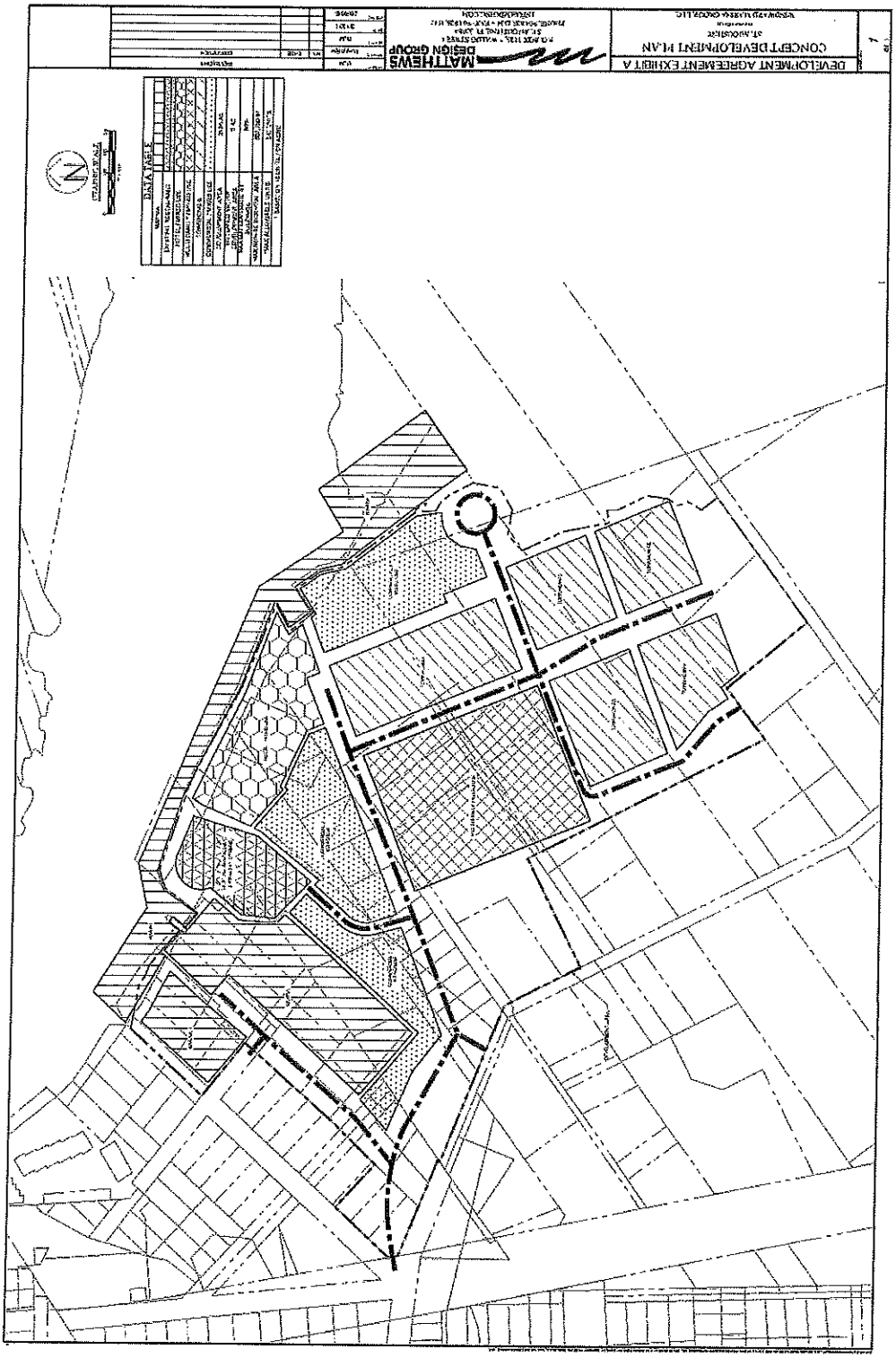
A TRACT OF LAND COMPRISED OF A PORTION OF SEMINOLE PARK, ACCORDING TO THE MAP RECORDED IN MAP BOOK 3, PAGE 87, PUBLIC
RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF SECTION 40, BEING IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) LOCATED IN THE WESTERLY MOST CORNER OF LOT 6, BLOCK "H" OF SAID SEMINOLE PARK SUBDIVISION; THENCE NORTH 41 °43'22" EAST, ALONG THE NORTHERLY BOUNDARY OF LOTS 6 AND 5 IN SAID BLOCK "H" ACROSS THE RIGHT OF WAY LINE OF MOHAWK STREET (A 50 FOOT RIGHT-OF-WAY, VACATED PER OFFICIAL RECORDS BOOK 189, PAGE 372 OF SAID PUBLIC RECORDS), AND ALONG THE NORTHERLY BOUNDARY OF LOT 7, BLOCK "D" OF SAID SEMINOLE PARK, 296.69 FEET; THENCE CONTINUE ALONG SAID NORTH LINE OF LOT 7 AND THE NORTH LINE OF LOT 6 OF SAID BLOCK "D", NORTH 41 °43'22" EAST, 240.84 FEET TO THE

NORTHERLY CORNER OF SAID LOT 6, LOCATED IN THE FORMER SOUTHWESTERLY RIGHT-OF-WAY LINE OF CHEROKEE STREET, NOW CLOSED BY ORDINANCE 88-45, AS RECORDED IN OFFICIAL RECORDS BOOK 791, PAGE 281, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ACROSS SAID FORMER CHEROKEE STREET, NORTH 37°40'55" EAST, 103.59 FEET; THENCE SOUTH 48°16'32" EAST, 20.80 FEET; THENCE NORTH 41°43'32"'
EAST, 32.77 FEET; THENCE SOUTH 48°10'30" EAST, 9.45 FEET; THENCE NORTH 41 °43'09" EAST, 207.32 FEET THENCE SOUTH 47°48'58" EAST, 46.07 FEET; THENCE SOUTH 48°59'40" EAST, 21.08 FEET; THENCE NORTH 41 °05'02" EAST, 32.76 FEET; THENCE SOUTH 49°43'25" EAST, 12.94 FEET; THENCE SOUTH 40°23'47" WEST, 40.65 FEET; THENCE SOUTH 49°20'34" EAST, 84.12 FEET; THENCE SOUTH 41 °39'47" WEST, 45.57 FEET; THENCE SOUTH 48°21'14" EAST, 39.31 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 41 °44'47" EAST, 76.65 FEET; THENCE NORTH 12°30'32" WEST, 20.11 FEET; THENCE NORTHEASTERLY, DEPARTING LAST DESCRIBED LINE, AND ALONG THE ARC OF A CURVE, NON-TANGENT TO THE LAST DESCRIBED LINE, A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 63.07 FEET, THROUGH A CENTRAL ANGLE OF 109°45'10" AN ARC DISTANCE OF 120.82 FEET, TO THE END OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°21'25" EAST, 103.17 FEET; THENCE SOUTH 67°12'53" EAST, DEPARTING SAID CURVE, 99.52 FEET; THENCE SOUTH 16°05'52" WEST, 191.38 FEET; THENCE SOUTH 37°36'13" WEST, 155.80 FEET; THENCE NORTH 50°12'31" WEST, 7.55 FEET; THENCE NORTH 29°32'06" WEST, 38.35 FEET; THENCE NORTH 51 °20'00" WEST, 115.22 FEET; THENCE NORTH 06°30'10" EAST, 55.41 FEET; THENCE NORTH 41 °44'47" EAST, 54.65 FEET, TO THE POINT OF
BEGINNING.

SAID PARCEL CONTAINS 1.18 ACRES MORE OR LESS.

EXHIBIT "B"

Conceptual Development Plan



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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: April 28, 2021

RE: Agenda Item
Second Amendment to Franchise Agreement-Ripley Entertainment, Inc.

Please place on the Agenda for the May 10, 2021 Commission Meeting, a request to approve the Second Amendment to Franchise Agreement for Ripley Entertainment, Inc. This amendment extends the existing Franchise Agreement through September 30, 2030.

When this amendment for extension was presented in November 2020, the request was made by the Commission to test the decibel levels of the Ripley Trains to ensure that they were below the limit required for Commercial (65db limit), Residential (60db) and HP1 (60db) decibel levels. This test was performed on February 4, 2021, by the St. Augustine Police Department. Readings were taken as trains and trolleys drove through and the officer was standing approximately 25 feet away. Results were as follows:

Ripley Train PA System: 58db to 59db
HTA Green Trolly PA System: 58db to 59db

Because this test shows that decibel levels are within the limit and because all other terms of the current Franchise Agreement have been met, I recommend approval of the extension of this Franchise Agreement Second Amendment. Both the Ripley's Red Train and HTA Green Trolly Franchise Agreements will be in synch and through 2030 with this amendment.

If you concur, please place on the agenda for the May 10, 2021 City Commission meeting.

Feel free to contact me with any questions.

Sincerely,

Meredith Breidenstein
Assistant City Manager

SECOND AMENDMENT TO FRANCHISE AGREEMENT

This second amendment to the Franchise Agreement is executed this ___ day of _____, 2021, between the **CITY OF ST. AUGUSTINE, FLORIDA** ("City") and **RIPLEY ENTERTAINMENT, INC.** ("Franchisee").

WHEREAS, the Franchisee operates Sightseeing Motor Vehicles in the Historic District of, and throughout, the City under Ordinance No. 2001-22, approved by the City on final reading on July 13, 2001, and;

WHEREAS, by approval of the City Commission at the November 9, 2020 meeting the Franchisee was granted a six-month extension of said franchise extending the termination date to May 30, 2021, and;

WHEREAS, the Franchise may be renewed at the end of the term provided in the Franchise Agreement contingent upon Franchisee's adherence to the terms of the Franchise Agreement and under such terms and conditions as the City may hereafter, and from time to time, provide by ordinance, and so long as the Franchisee is in compliance with all ordinances of the City applicable thereto;

WHEREAS, the Franchisee has met all requirements as listed in the Franchise Agreement and as listed in the City Code Section 14-19 regarding compliance with the franchise agreement, responsiveness to customer complaints, safety and cleanliness;

WHEREAS, the City has performed a decibel check on the Franchisee and all speakers are below the range required for Commercial, Residential and HP1 decibel levels;

WHEREAS, the City's remaining Franchisee operating a Sightseeing Motor Vehicle in the Historic District of, and throughout, the City under Ordinance 2001-22 has had an approved extension of their agreement through September 30, 2030;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein, and in further consideration of the sum of One and No/100 ($1.00) Dollar, the receipt of which is hereby acknowledged by the City, the parties agree as follows:

1. Following the expiration of the First Amendment to Franchise Agreement on May 31, 2021, Section 2. Term of said agreement shall be modified to read:

> "**2. Term.** The term of this Franchise shall continue, so long as Franchisee remains compliant with all terms of the Franchise Agreement, for a period of nine (9) years and four (4) months commencing on May 31, 2021 (hereinafter "effective date") until September 30, 2030. This Franchise may be renewed at the end of the term provided herein, contingent upon Franchisee's adherence to the terms of this Franchise Agreement and under such terms and conditions as the City may hereafter, and from time to time, provide by ordinance, and so long as the Franchisee is in compliance with all ordinances of the City applicable hereto."

2. Except as modified herein all items and conditions of the Franchise Agreement between the parties dated July 13, 2001, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates set forth below.

WITNESSES:

_____

_____
Printed Name
Date:_____

_____

_____
Printed Name
Date:_____

RIPLEY ENTERTAINMENT, INC.

By: _____

_____
Printed Name

_____
(Title)

Date: _____

ATTEST:

_____
Darlene Galambos, City Clerk

(SEAL)

Approved as to Form and Content:

_____
Isabelle C. Lopez, City Attorney

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By:_____
John P. Regan, P.E.
City Manager

Date:_____

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: April 27, 2021

RE: **ORDINANCE 2021-06: SIGN CODE AMENDMENTS**

Please find enclosed Ordinance 2021-06, updating the City's sign code. The Planning and Zoning Board reviewed the proposed amendments at its March 2, 2021 and April 6, 2021 meetings, suggested changes and recommended approval to the City Commission.

These amendments were precipitated by a U.S. Supreme Court decision, Reed v. Town of Gilbert, that re-set the constitutional standard for content-based sign regulations. Virtually all local governments in the nation had to update their sign codes to reflect the direction of the Supreme Court decision in the past few years. The changes are not intended to reduce the number of signs businesses can have, but are intended to be net neutral. The amendments focus on changes in nomenclature and phrasing, to remove any reference to the substance or content of the message on the sign face. For example, the code will no longer reference "real estate sign" or "construction sign," but those types of signs will continue to be allowed under the nomenclature of "temporary ancillary sign."

While updating the sign code, we also addressed allowances for art installations and artistic murals, and clarified the types of government signs allowed. The Planning and Zoning Board also tackled the issue of personal message signs on residential properties, and had a robust discussion on whether to regulate these types of signs (i.e., new baby signs, birthday, graduation, and other personal/religious/political signs). After weighing all the potential non-content-based types of regulatory options, the Planning and Zoning Board recommended that these types of signs not be regulated on residential properties. The current draft before you reflects the Planning and Zoning Board's recommendation.

Please place Ordinance 2021-06 on the regular City Commission agenda for second reading on May 10, 2021.

Thank you.

Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Amendments to the City's sign code.

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING CHAPTER 3, ARTICLE II OF THE CODE OF THE CITY OF ST. AUGUSTINE TO PROVIDE FOR AMENDMENTS TO THE DEFINITIONS OF SIGNS; PROVIDING FOR REMOVAL OF CONTENT BASED REGULATIONS; 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.

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

WHEREAS, it is the City's intent to confirm that the definitions in its code are in compliance with all constitutional and legal requirements; and

WHEREAS, the City acknowledges that certain definitions in the City's code regarding signs require deletion or amendment in light of the recent United States Supreme Court decision in Reed v. Town of Gilbert, Arizona, 135 S. Ct. 2218 (2015), and lower courts further interpretation of this decision; and

WHEREAS, the Supreme Court maintained in Reed, that content-based regulation is presumptively unconstitutional and requires a compelling governmental interest; and

WHEREAS, per Supreme Court standard, a law that is content based is subject to strict scrutiny under the First Amendment of the United States Constitution, and such law must therefore satisfy a compelling governmental interest; and

WHEREAS, the Supreme Court held that government regulation of speech is content based if a law applies to particular speech because of the topic discussed, the idea, or message expressed; and

WHEREAS, in Reed, the Supreme Court held that even a purely directional message, which merely gives the time and location of a specific event, is one that conveys an idea about a specific event, so that a category for directional signs is therefore content-based, and event-based regulations are not content neutral; and

WHEREAS, commercial speech is not afforded the same level of protection as non-commercial speech, and can therefore be regulated as commercial speech; and

WHEREAS, the City of St. Augustine has a significant interest in promoting the safety and convenience of its citizens on public parks, streets, and rights-of-way. Madsen v. Women's Health Center, 512 U.S. 753, 768 (1994); and

WHEREAS, the City of St. Augustine has a significant interest in providing a safe and pleasant environment and in eliminating nuisance activity, Smith v. City of Fort Lauderdale, Florida, 177 F. 3d 954, 956 (11th Cir. 1999); and

WHEREAS, the City of St. Augustine is a municipal government, and may speak on its own behalf, Board of Regents of Univ. of Wis. System v. Southworth, 529 U.S. 217, 229 (2000); and

WHEREAS, the City of St. Augustine is a municipal government, and may speak on its own behalf as a form of government speech, Johanns v. Livestock Marketing Assoc., 544 U.S. 550 (2005); and

WHEREAS, the City of St. Augustine, as a government speaker, may select the messages it wishes to convey, Walker v. Texas Div., Sons of Confederate Veterans, Inc., 576 U.S. 200 (2015); Pleasant Grove City v. Summum, 555 U.S. 460 (2009); and

WHEREAS, displaying certain flags on city owned flag poles, light posts, and buildings does not create a public forum, but rather is government speech on government property exclusively, Sons of Confederate Veterans v. City of Lexington, 722 F. 3rd 224 (4th Cir. 2013); and

WHEREAS, the appellate courts reviewing commercial speech regulations have upheld municipal codes where, 1) the regulation is not a regulation of speech, but rather a regulation of the places where some speech may occur; (2) the regulation was not adopted because of disagreement with the message the speech conveys; or (3) the government's interests in the regulation are unrelated to the content of the affected speech, see Wag More Dogs, LLC v. Cozart, 680 F.3d 359 (4th Cir. 2012); and

WHEREAS, in Central Hudson Gas & Electric Corp. v. Public Service Commission of New York, 447 U.S. 557, 100 S. Ct. 2343 (1980), the Supreme Court held that commercial speech must meet an intermediate level of scrutiny and legislation that directly advances a substantial interest and is not broader than necessary to serve this governmental interest, will be upheld as constitutionally valid; and

WHEREAS, the City owns and controls its sovereign submerged lands as granted by Special Act of the Florida Legislature, Chapter 11148 (1925); and

WHEREAS, the City of St. Augustine controls the mooring of vessels within the City's jurisdictional boundaries through its municipal code; and

WHEREAS, under established Supreme Court precedent, aesthetics is not a compelling governmental interest but is a substantial governmental interest; and

WHEREAS, the regulation of signage for purposes of aesthetics is a substantial governmental interest and directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty; and

WHEREAS, the City of St. Augustine is a historic city recognizing multiple national register districts and historic preservation of its streetscapes and historic vistas is a core legislative value of the City to be preserved for current and future generations; and

WHEREAS, some aspects of sign regulations are controlled by Florida law at Chapter 553.79(22), Florida Statutes, and upon notification by the sign applicant of the applicability of specific statutory requirements, the City will review these sign applications in harmony with the following regulations and Florida law as necessary; and

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

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

Section 1. Adoption of Preamble. The City Commission adopts the preamble herein as findings of fact and conclusions of law.

Section 2. Amendment to Chapter 3, Article II, Amending Sections 3-21, 3.22, 3.23, 3.26, and 3.29. Chapter 3, Article II, Sections 3-21, 3.22, 3.23, 3.26, and 3.29 of the Code of the City of St. Augustine, Florida are hereby amended, as follows:

"Sec. 3-21. - Purpose and legislative intent.

(a) The purpose of this article is to develop sign regulations which encourage designs that reflect the historic character, small scale and pedestrian

orientation of the historic preservation districts within the city. The purpose is to also encourage designs that reflect the architectural character, residential nature and predominately pedestrian orientation of residentially zoned districts within the city. The purpose is also to encourage designs that reflect the architectural scale, aesthetic quality and vehicular and pedestrian orientation of commercially zoned districts within the city.

(b) This article contains regulations which promote signs that are subordinate to and in aesthetic harmony with their location on buildings and the surrounding environment; to identify requirements for size, type and location to protect significant architectural features of the original historic and reconstructed buildings; to eliminate the dangers of visual clutter along public streets and rights-of-way; and to define requirements which fulfill the functions ~~of identifying and advertising only the business concerned~~ clearly and efficiently with a high degree of design quality.

(c) Defined terms are intended for ease of reference, they are not intended to regulate content. Similarly, named sign examples, samples, and illustration figures are intended to show common industry examples of the sign regulation being described or depicted, and are not intended to be exhaustive or exclusive, nor are they intended to regulate content.

"Sec. 3-22. - Definitions.

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

~~*Accessory sign* means an attachment to a business identification sign or auxiliary business sign which gives additional information to the larger sign.~~

~~*Affiliation sign* means a sign which identifies a person or business on the subject premises with an association, union, profession or similar organization.~~

~~*AGHP* means the architectural guidelines for historic preservation of the city as from time to time promulgated by the historic architectural review board or the city commission from time to time as authorized by section 28-89.~~

~~*Alteration* means any change to a sign, including copy changes and repainting in different colors, but excluding routine maintenance.~~

~~*Animated sign* means any sign or part of a sign which changes physical position by movement or rotation or gives the appearance of movement or rotation, or uses movement or change of lighting to depict action or to create a special effect or scene. See changeable copy (manual), changeable copy (automatic) and flashing sign.~~

~~*Attention-getting device* means any gadget or mechanical contrivance, scheme, drawing, ruse or trick, symbol, emblem, insignia, regalia or motto, including murals but excluding ornate architectural features of a building, selectively narrowing or focusing consciousness and receptivity.~~

~~*Auxiliary business sign* means a secondary size and type of sign, smaller than the business identification sign, which clarifies the nature of the business or services offered therein.~~

~~*Awning* means a shelter extending from a building that is supported entirely from the exterior wall of a building and composed of nonrigid materials except for supporting framework.~~

~~*Awning sign* means a sign that is part of or attached to the face of an awning, which shall be constructed in the same fabric or material as the awning.~~

~~*Banner* means a sign having the characters, letters, illustrations or ornamentations applied to cloth, paper or fabric of any kind with only such material for a backing. "Banner" shall include any animated rotating and/or fluttering devices designated to attract attention.~~

~~*Bench sign* means a sign on any part of a bench or seat placed on or adjacent to a public right-of-way.~~

~~*Billboard* means an outdoor advertising sign erected and maintained by an advertising business or service, upon which advertising matter may be displayed and which generally advertises firms and organizations that along with their goods and services, are not located on the same premises as the sign; and whose surface is sold, rented or leased for display of advertising material.~~

~~*Bracket sign* means any sign, single- or double- faced, mounted on brackets, poles or beams projecting at right angles from the front or side of any building and supported solely by brackets, poles or beams.~~

~~*Business identification sign* means the main sign of a business (informs potential clients of a business, the name and/or type of service; may contain name of business, list up to three (3) services or products; may include logos).~~

~~*Canopy* means a structure constructed of rigid materials including, but not limited to metal, wood, concrete, plastic or glass, which is attached to and supported by a building or by columns, poles or braces extended to the ground.~~

~~*Canopy sign* means a sign which is suspended from, attached to, supported from or forms a part of a canopy.~~

~~*Changeable copy sign (manual)* means a sign on which message copy is changed manually in the field, through the utilization of attachable letters, numbers, symbols and other similar characters or changeable pictorial panels. A sign on which the message changes more than once every three (3) hours shall be considered an animated and not a changeable copy sign for the purposes of this ordinance.~~

~~*Changeable copy sign (automatic)* means a sign on which the copy changes automatically on a lampbank or through mechanical means, e.g., electrical or electronic time and temperature units. A sign on which the message changes more than once every three (3) hours shall be considered an animated sign for the purposes of this ordinance.~~

~~*Directional sign* means a sign permanently erected or permitted in the public right-of-way or private property by the city, county, state or other governmental agency to denote the name of any thoroughfare, the route to any city, town, village, educational institution, public building, historic place, shrine or hospital, to direct and regulate traffic, to denote any railroad crossing, bridge, ferry or other transportation or transmission company for the direction or safety of the public.~~

~~*Directory sign* means a sign listing only the names and/or use, or location of more than one (1) business, activity or professional office conducted within a building, group of buildings or commercial center.~~

~~*Disfiguring sign* means any sign placed upon a structure in any manner so as to disfigure or conceal any window, door or significant architectural feature or detail of any building.~~

~~*Double-faced sign* means a sign with two (2) faces which are usually, but not necessarily, parallel.~~

~~*Facia* means a wall sign placed or attached to the building surface above a window or door.~~

~~*False facade/roof*, see "canopy sign."~~

~~*Flag* means the flying of individual national, state, city or historic flags attached to freestanding poles mounted on the ground or to flagstaffs attached to the facade of a structure, limited to a total of five (5) in number, provided that such flags shall not be used in such a way as to attract the attention of the public for commercial purposes. Flags larger than three (3) feet by five (5) feet shall be considered signs and shall be calculated as part of the maximum square footage and maximum number of signs.~~

~~*Flashing sign* means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention. It does not include changeable copy signs, animated signs or signs which through reflection or other means create an illusion of flashing or intermittent light.~~

~~*Freestanding/ground sign* means a sign supported by a sign structure secured in the ground and which is wholly independent of any building, fence, vehicle or object other than the sign structure for support.~~

~~*Frontage* means the length of street surface that the building faces.~~

~~(1) Primary frontage means the street surface that the building's main entry faces.~~
~~(2) Secondary frontage means any other street surface that a building is adjacent to.~~

~~*Government pole banner* means a device, limited to government speech of the City of St. Augustine, attached to a bracket located on an electric light pole owned and controlled by the City of St. Augustine.~~

~~*Illuminated electric sign* means a self-illuminated or internally illuminated sign or sign structure in which electric wiring, connections, or fixtures are used as part of the sign proper.~~

~~*Index sign* means a guide or an indicator of contents inside a building.~~

~~*Informational sign* means a sign indicating by words or symbols the types of services available at location or events occurring thereon.~~

~~*Mansard*, see "canopy sign."~~

~~*Marquee* means a permanent roof-like structure projecting more than three (3) feet beyond a building wall at an entrance to a building.~~

~~*Marquee sign* means any sign attached to or hung from a marquee.~~

~~*Menu board* means an auxiliary business sign display case containing a menu or a chalk board used for advertising daily menu specials for a restaurant or other food-related establishment, wall or pedestal mounted, with no identification or other signage attached to or painted on the frame or the glass face, not exceeding two (2) per business and located on the same facade as the primary street frontage or entrance.~~

~~*Nonconforming sign* means any sign which does not conform to the regulations of this article.~~

~~*Off-site sign* means a sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured, furnished or taking place at a location other than on the property on which the sign is located.~~

~~*On-site development sign* means a sign identifying the developer, architect, contractor or realtor located on property upon which there is active construction.~~

~~*On-site traffic control sign* means a sign of less than four (4) square feet, permanently erected on private property by the property owner, lessee or agent to direct and control on-site vehicular and pedestrian traffic and parking.~~

~~*Pedestrian pole sign* means a sign supported by one or two poles in the ground fully independent of any building, fence, vehicle, or object. This is only allowed for the residential typology, and is only allowed in entranceway corridors where specifically allowed in the corridor's design standards.~~

~~*Pole sign* means any sign mounted on a metal pole on private property.~~

~~*Political sign* means a sign erected by a political candidate, group or agent thereof, for the purpose of advertising a candidate or stating a position regarding an issue upon which the voters of the city shall vote.~~

~~*Portable sign* means a sign that has no permanent attachment to a building or to a ground by means of a footing, including, but not limited to, an A-frame sign,~~

~~sign with wheels, pull attachments, search light stands, hot air or gas filled balloons or umbrellas.~~

~~*Post sign* means any sign mounted on a wooden post on private property.~~

~~*Premises* means a lot, building site, lease area of a building or lot, or other independent entity by one (1) business or residence. Each of the multiple tenants of an industrial park, shopping center, subdivision or condominium constitutes a separate premise for the purpose of this article.~~

~~*Projecting sign* means any sign which is affixed to any building, wall or structure and extends beyond the building wall, structure, building line or property line more than twelve (12) inches.~~

~~*Real estate sign* means any sign which is used to offer for sale, lease or rent the property upon which the sign is placed.~~

~~*Road race signage* means a sign of identification or direction used to indicate the path direction for racers, mile markers, time clocks and start and finish of a foot or non-motorized vehicle road race over public roads or public rights-of-way requiring the temporary closure of the road or right-of-way under permit issued by the St. Augustine Police Department and/or the City of St. Augustine Public Works Department or any other agency exercising jurisdiction over public roads, streets or rights-of-way located within the municipal boundaries of the City of St. Augustine.~~

~~*Roof sign* means any sign erected or constructed wholly upon or over the roof of any building and supported solely or partially on the roof structure.~~

~~*Sandwich sign* means any sign, double- or single-faced which is portable and may be readily moved from place to place.~~

~~*Seasonal/holiday sign* means a sign, including holiday wreaths and other holiday decorations, used for emphasizing the celebration of an historic American holiday, which is erected for a four-week period of time. As used herein the term "an historic American holiday" shall refer to any day made a public holiday by the laws of Florida, the laws of the United States or by resolution of the city commission, together with the following holidays:~~

~~(1) Greek Landing Day.~~
~~(2) The anniversary of the founding of the city.~~
~~(3) Birthday of Pedro Menendez.~~
~~(4) Days in Spain, sponsored by the St. Augustine Jaycees.~~
~~(5) Any day upon which there is a Grand Illumination or Spanish Night Watch.~~

~~*Seasonal or holiday lighting* means a series of clear, white or colored lights, either bare or shielded within a enclosure.~~

~~*Shopping center sign* means a sign with three (3) or more businesses listed that share a common structure or premises and which shall not exceed the maximum size of signs for the zone in which it is located.~~

~~*Sign* means any letter, number, emblem, logo, symbol, color, advertising display, billboard, poster, panel, bulletin or placard, and all printed, painted, lettered, illuminated or figured devices, structures or attention-getting devices used for advertising, identifying or calling attention to a business, attached to or painted on any building or structure or attached to the ground by post, footing or other contrivance, visible from the nearest public right-of-way or in a group of buildings, and legible from a distance of ten (10) feet or more. Government pole banners are specifically excluded from the definition of a sign in the regulations of this article.~~

~~*Sign, area of*, means the total surface of a sign, including the background, frame and ornamentation, but not including structural supporting elements outside of its frame. For double-faced signs that are parallel and supported by the same structure, the area of the sign equals one-half of the total area of both faces. The area of signs with two (2) or more faces not parallel equals the total area of all faces.~~

~~*Sign zones* means:~~

~~(1) *Commercial Zone 1.* All commercially or industrially zoned lots and all lots zoned RGO, MU, OL and GU, except those lots immediately abutting Anastasia Boulevard; that portion of San Marco avenue lying north of Williams Street; Ponce de Leon Boulevard; State Road 16; State Road 207; and all commercially or residentially zoned lots whose boundaries lie south of the easterly right-of-way line of N. Ponce de Leon Boulevard (U.S. 1) and east of the easterly mean high waterline of the San Sebastian River and west of the westerly right-of-way line of Malaga Street and the extension of the westerly right-of-way line of Malaga Street lying south of King Street to the San Sebastian River.~~

~~(2) *Commercial Zone 2.* All commercially or industrially zoned lots immediately abutting Anastasia Boulevard, San Marco Avenue lying north of Williams Street, Mizell Road and State Road 312.~~

~~(3) *Commercial Zone 3.* All commercially or industrially zoned lots immediately abutting Ponce de Leon Boulevard, State Road 16 and State Road 207, and that portion of Historic Preservation Zoning District 5 lying south of Castillo Drive, north of Orange Street, east of Ponce de Leon Boulevard and west of Riberia Street.~~

~~(4) *Commercial Zone 4.* All commercially or residentially zoned lots whose boundaries lie south of the easterly right-of-way line of N. Ponce de Leon Boulevard (U.S. 1) and east of the easterly mean high waterline of the San Sebastian River and west of the westerly right-of-way line of Malaga Street and the extension of the westerly right-of-way line of Malaga Street lying south of King Street to the San Sebastian River.~~

~~(5) *Historic Zone 1.* All lots contained in Historic Preservation Zoning Districts 1, 2, and 3 (HP-1, HP-2, HP-3).~~

~~(6) *Historic Zone 2.* All lots contained in Historic Preservation Zoning District 4 (HP-4).~~

~~(7) *Historic Zone 3.* All lots contained in Historic Preservation Zoning District 5 (HP-5) except such portion thereof as may be included within Commercial Zone 3 pursuant to subsection (3) hereof.~~

~~(8) *Residential Zone 1.* All lots contained in Zoning Districts RS-1 and RS-2.~~

~~(9) *Residential Zone 2.* All lots contained in Zoning District RG-1.~~

~~(10) *Residential Zone 3.* All lots contained in Zoning District RG-2.~~

~~*Signs, special use*, means:~~

~~(1) On-site development signs.~~
~~(2) Real estate signs.~~
~~(3) Political signs.~~
~~(4) Seasonal/holiday signs.~~
~~(5) Special event signs.~~
~~(6) Banners, streamers and pennants.~~
~~(7) Temporary window signs.~~
~~(8) Home occupation signs.~~

~~*Signs, types*, means:~~

~~(1) Bracket.~~
~~(2) Wall.~~
~~(3) Facia.~~
~~(4) Freestanding.~~
~~(5) Post.~~
~~(6) Pole.~~
~~(7) Animated.~~
~~(8) Awning.~~
~~(9) Billboard.~~
~~(10) Bench.~~
~~(11) Canopy.~~
~~(12) Changeable copy.~~
~~(13) Illuminated electrical.~~
~~(14) Marquee.~~
~~(15) Off-premises.~~
~~(16) Sidewalk/sandwich.~~
~~(17) Shopping center.~~
~~(18) Portable.~~
~~(19) Surface graphics.~~
~~(20) Window.~~
~~(21) Disfiguring.~~
~~(22) Vehicle.~~

~~*Signs, use*, means:~~

~~(1) Index/informational.~~
~~(2) Directory.~~
~~(3) Affiliation.~~
~~(4) Business identification.~~

~~(5) Accessory.~~
~~(6) Auxiliary.~~
~~(7) Directional.~~

~~*Snipe sign* means any small sign of less than four (4) square feet of any material, including paper, cardboard, wood and metal when tacked, nailed or attached in any way to trees, poles, stakes, fences or other objects where such sign may or may not be applicable to the present use of the premises upon which sign is located (includes garage sign).~~

~~*Special event sign* means a sign which carries a message regarding a special event or function which is of general interest to the community and may be banners, streamers, pennants, temporary window signs or any type of permitted sign.~~

~~*Surface graphics* means any sign painted directly on any exterior building wall or door surface, exclusive of window and door glass area.~~

~~*Temporary sign* means a sign permitted for temporary use by the planning and building department.~~

~~*Time and temperature sign* shall mean any sign mechanically, electronically or electrically controlled to display time, temperature and business name only. No other signage or information other than time, temperature and business name may be located within such an area which may be determined as signage nor may any additional signage be attached to a time and temperature sign.~~

~~*Traffic sign* means a sign which functions primarily to provide for the efficient, safe and orderly flow of traffic.~~

~~*Vehicle sign* means a sign attached to or painted on vehicles of any type which are conspicuously parked on or near the premises of the use being advertised and obviously used in such a way as to advertise, identify or draw attention to such use of passing motorists and pedestrians.~~

~~*Wall sign* means any sign attached to the facade of a structure, which is attached and supported throughout its entire length by the facade and not extending above the building, ground floor and/or the eave of the roof.~~

~~*Window sign* means any sign affixed to, in contact with a window, or located within three (3) feet of any window surface facing the outside and which it is intended to be seen from the exterior.~~

~~*Window sign, temporary*, means a window sign of a temporary nature used to direct attention to the sale of merchandise or a change in the status of the business.~~

Sign means any letter, number, emblem, logo, symbol, color, advertising display, copy, billboard, poster, panel, bulletin or placard, and all printed, painted, lettered, illuminated or figured devices, structures or attention-getting devices used to convey First Amendment speech or to convey commercial speech, attached to or painted on any building, or structure, or attached to the ground by

post, footing or other contrivance, or carried by persons or affixed to vehicles or vessels and conveying commercial speech, visible from the nearest public right-of-way or private road open to public travel, and legible from a distance of ten (10) feet or more, not otherwise excluded from the definition of a sign in this code.

Sign, area of, means the total surface of a sign, including the background, frame and ornamentation, but not including structural supporting elements outside of its frame. For double-faced signs that are parallel and supported by the same structure, the area of the sign equals one-half of the total area of both faces. The area of signs with two (2) or more faces not parallel equals the total area of all faces.

a) Sign Categories:

Accessory residential use sign means a sign located on residentially zoned property including mixed use zoning districts, PUDs, and H.P. districts that is currently used as a primary residential unit. Residential use signs may not consist of off-premises, off-site, or commercial billboard signage and must be an accessory use of the zoning of the primary residential unit. Typical examples include graduation, new baby, birthday announcements, political, religious, or philosophical personal sign statements.

Accessory sign means a sign smaller than the primary sign and for primary or accessory uses allowed under the property's zoning and comprehensive plan designation.

Billboard means an off-site commercial outdoor sign upon which content may be displayed and whose surface is sold, licensed, or leased to another for the display of their content .

Minor sign means a sign of no more than 24 inches by 18 inches, that is displayed either on or behind a window, door, glass, or plexiglass on the building or other permanent on-site structure, or an A-frame sign lawfully placed on private property on the primary entrance frontage and removed daily outside the front entry of the commercial business utilizing the sign. The minor signs may not exceed one A-frame sign plus one glass sign, or two glass signs, for the primary entrance frontage of each commercial business. Each minor glass sign may aggregate its copy to be equal to, or less than, the equivalent of 24 inches by 18 inches. Each Sign that does not comply with these requirements shall be calculated as part of the maximum square footage and maximum number of signs. An industry example of a minor sign is a restaurant may have a daily specials menu under glass of no more than a total of 24 inches by 18 inches, and also have hours of operation and forms of credit cards accepted totaling less than 24 inches by 18 inches in the aggregate, as its two allowable minor signs. In the alternative, the restaurant could place an A-frame daily specials menu board at its entrance and aggregate its hours of operation and forms of credit cards accepted on glass. The copy or content displayed may be permanently affixed to the glass or A-frame sign, or it may be manually changed

frequently. Industry examples of permanent minor signs may be hours of operation and forms of payment accepted affixed by paint or adhesive to the glass. Typical industry examples of temporary minor signs may be a closed or open sign turned twice a day behind the glass door, or a menu board placed outside.

Primary sign means the largest of the allowable signs for the premises, when more than one sign is allowed, consistent with the zone where it is located. This sign type is for primary uses allowed under the property's zoning and comprehensive plan designation.

Temporary ancillary sign means an on-site sign utilized for a temporary ancillary activity related to the property's primary uses allowed under the property's zoning and comprehensive plan. The sign's duration must coincide with termination of that temporary ancillary activity. This sign type is not for the primary uses allowed under the property's zoning and comprehensive plan designation. Typical industry examples include real estate for sale or lease, or development or construction activity.

Temporary interval sign, large means a temporary sign for primary commercial, industrial, or institutional zoned properties no larger than four (4) feet by eight (8) feet for one week duration or less and no more than four times per calendar year, or permitted under the terms and duration specified as part of an event permit or road closure permit. Typical industry examples of temporary interval signs include seasonal sale signs, grand opening signs, decorative seasonal bunting, pennants, and banners.

Temporary interval sign, special means a sign for primary commercial, institutional, or public use located on the primary street frontage of a building of four stories or more, for a duration of thirty days or less and no more than four times per calendar year, as part of on-site uses. The sign materials must be of temporary flexible material, such as coated fabric, not permanently affixed to the structure, vertical in orientation, of no more than 400 square feet cumulatively. Typical industry examples are temporary museum exhibit signs.

b) Sign Types:

A-frame sign means a small portable sign structure, generally two-sided and held open with a hinge mechanism, designed to be placed and moved manually at ground level.

Animated sign means any sign or part of a sign which changes physical position by movement or rotation or gives the appearance of movement or rotation or uses movement or change of lighting to depict action or to create a special effect or scene. See changeable copy (manual), changeable copy (automatic) and flashing sign.

Awning sign means a sign that is part of or attached to the face of an awning, which shall be constructed in the same fabric or material as the awning.

Banner means a sign having the characters, letters, illustrations or ornamentations applied to cloth, paper or fabric of any kind with only such material for a backing. "Banner" shall include, but not be limited to, any animated rotating and/or fluttering devices designated to attract attention.

Bench sign means a sign on any part of a bench or seat placed on or adjacent to a public right-of-way.

Bracket sign means any sign, single- or double- faced, mounted on brackets, poles or beams projecting at right angles from the front or side of any building and supported solely by brackets, poles or beams.

Canopy sign means a sign which is suspended from, attached to, supported from or forms a part of a canopy.

Changeable copy sign (manual) means a sign on which the copy or content is changed manually in the field, through the utilization of attachable letters, numbers, symbols and other similar characters or changeable pictorial panels. A sign on which the copy or content changes more than once every three (3) hours shall be considered an animated and not a changeable copy sign for the purposes of this ordinance.

Changeable copy sign (automatic) means a sign on which the copy or content changes automatically on a lamp bank or through mechanical or electronic means. A sign on which the copy or content changes more than once every three (3) hours shall be considered an animated sign for the purposes of this ordinance.

Disfiguring sign means any sign placed upon a structure in any manner so as to disfigure or conceal any window, door or significant architectural feature or detail of any building.

Double-faced sign means a sign with two (2) faces which are usually, but not necessarily, parallel.

Facia means a wall sign placed or attached to the building surface above a window or door.

Flashing sign means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention. It does not include changeable copy signs, animated signs or signs which through reflection or other means create an illusion of flashing or intermittent light.

Flyer sign means a handheld off-site or off-premises commercial sign, *see offsite or off-premises sign, and portable sign.*

Freestanding/ground sign means a sign supported by a sign structure secured in the ground and which is wholly independent of any building, fence, vehicle or object other than the sign structure for support.

Government sign means any sign or device placed by a governmental agency or public utility in furtherance of its speech on property owned or controlled by a governmental agency or utility.

Government tenant sign means a sign lawfully permitted and placed on the premises of government or public utility owned or controlled property by its tenant or licensee.

Illuminated electric sign means a self-illuminated or internally illuminated sign or sign structure in which electric wiring, connections, or fixtures are used as part of the sign proper.

Marquee sign means any sign attached to or hung from a marquee.

Mural, Commercial is an attention getting device regulated by this code and design standards for entry corridors.

Nonconforming sign means any sign which does not conform to the regulations of this article.

Off-site sign (also known as off-premises sign) means a commercial sign not utilized for the primary or accessory uses allowed on that property's zoning and comprehensive plan designation.

On-site sign means a sign utilized for the primary or accessory uses allowed on that property's zoning and comprehensive plan designation.

Pole sign means any sign mounted on a metal pole on private property, that is not a post sign under this code.

Portable sign means a sign that has no permanent attachment to a building or to a ground by means of a footing, including, but not limited to, an A-frame sign, sign with wheels, pull attachments, posters, banners, streamers, pennants, search light stands, hot air or gas filled balloons or umbrellas.

Post sign means any sign mounted on a post on private property. The post shall be no higher than forty-eight (48) inches in height from the ground, and no wider than four inches by four inches (4"x4"), or equivalent circumference. The post sign must not extend above the maximum height of the post.

Projecting sign means any sign which is affixed to any building, wall or structure and extends beyond the building wall, structure, building line or property line more than twelve (12) inches.

Public Transit sign means a sign affixed to a structure, vehicle, or vessel of a partially or fully publicly funded public transportation system, and includes private co-sponsors of the public transportation system. This does not include private common carriers, taxi cabs, hail services, tour trolleys or buses, carriages, or other private transportation businesses.

Roof sign means any sign erected or constructed wholly upon or over the roof of any building and supported solely or partially on the roof structure.

Sandwich sign means any commercial sign, double- or single-faced which is portable and may be readily moved from place to place; *see also A-frame sign.*

Shopping center sign means a sign shared with three (3) or more owners or tenants that share a common structure or premises and that shall not exceed the maximum size of signs for the zone in which it is located.

Snipe sign means any small sign of less than four (4) square feet of any material, including paper, cardboard, plastic, wood and metal when tacked, nailed or attached in any way to trees, poles, stakes, fences or other objects, or inserted into the ground utilizing a wire frame or similar device, where such sign is an off-site sign and not a government sign or polling place sign .

Surface graphics means any sign painted directly on any exterior building wall or door surface, exclusive of window and door glass area. Murals approved pursuant to Entry Corridor regulations are excluded from this definition.

Vehicle sign means a sign containing commercial speech attached to or painted on vehicles of any type that are parked on-site or on adjacent public property visible from the right-of-way for the purpose of creating additional off-site signage for the premises. This is not intended to preclude vehicles used for the primary commercial purpose of on-site business, but rather to preclude vehicles used as billboards for sale or rent. A vehicle sign primarily used as an off-site sign, commonly referred to as a rolling billboard, and not used as a sign ancillary to the vehicle's primary use for the transportation of persons, goods, or materials, will be regulated in the same manner as off-site signs and billboards.

Vessel sign means a sign containing commercial speech attached to or painted on vessels of any type that are anchored on public property, including but not limited to, the City's sovereign submerged lands, visible from the right-of-way for the purpose of creating additional off-site signage for a commercial business. This is not intended to preclude vessels used and marked for the primary commercial purpose of an on-site business, but rather to preclude vessels used as billboards for sale or rent. A vessel sign primarily used as an off-site sign, commonly referred to as a floating billboard and not used as a sign ancillary to the vessel's primary use for the

transportation of persons, goods, or materials, will be regulated in the same manner as off-site signs and billboards.

Wall sign means any sign attached to the facade of a structure, which is attached and supported throughout its entire length by the facade and not extending above the building, ground floor and/or the eave of the roof.

Window sign means any sign affixed to, in contact with a window, or located within three (3) feet of any window surface facing the outside and which it is intended to be seen from the exterior."

c) Devices not regulated as Signs in this section:

Art installation is not a sign pursuant to this code, and means an artistic genre consisting of multi-dimensional art created for a site-specific display. This does not include signage regulated pursuant to this code, commercial wares, physical elements of a structure's architecture, commercial window displays, art displayed for sale, or activities and items otherwise regulated in this code, and is intended to be applied in harmony with other regulations, including but not limited to, section 22-10. An art installation on public property or that is visible from the public right-of-way may require permit approval consist with this code.

Mural, Artistic is not a sign pursuant to this code, and means a non-commercial, artistic surface graphic painted or otherwise affixed onto the outside walls of a structure and may be approved as provided for in this code and design standards for entry corridors.

Polling place sign means a sign erected at polling places regulated by Florida law and in compliance with sections 101.71 and 102.031, Florida Statutes.

Political campaign advertisement is a paid expression defined and regulated by Florida law as described in section 106.1435, Florida Statutes. The prohibitions on placement of political campaign advertisement on road rights-of-way shall include those roads, streets, highways or alleyways designated locally as city streets.

Seasonal décor, residential means string lights, figurines, bunting, or other temporary ornamentation put up and taken down during each observance or holiday on a primary residential use zoned property.

Seasonal or holiday lighting means a series of clear colorless or white lights, either bare or shielded within an enclosure displayed outdoors for commercial and institutional uses within the historic districts. Seasonal or holiday lighting is not a sign under this code, but must meet the illumination standards found in section 3-23 (e)(6).

Time and temperature device is not a sign under this code and shall mean any mechanically, electronically or electrically controlled device used to display time or temperature. If signage as defined in this code is located on the clock or thermometer, or on its frame, panel, or supporting structure, the signage will be counted as part of the allowable signage calculation consistent with this code.

Traffic control device means a sign or device installed by a governmental agency on or adjacent to any public highway, including but not limited to, any road, street, alley, sidewalk, pedestrian walkway, bikeway or multiuse path, consistent with the Manual on Uniform Traffic Control Devices for Streets and Highways, or MUTCD, that defines standards used to install and maintain traffic control devices on all rights-of-way open to public travel, as published by the Federal Highway Administration (FHWA) under 23 CFR, Part 655, Subpart F. Private agencies with ownership and control of private rights-of-way open to the public, may also place official traffic control devices upon their private rights-of-way consistent with this code.

d) *Other defined terms:*

AGHP means the architectural guidelines for historic preservation of the city as from time to time promulgated by the historic architectural review board or the city commission from time to time as authorized by section 28-89.

Alteration means any change to a sign, including copy changes and repainting in different colors, but excluding routine maintenance.

Attention-getting device means any gadget or mechanical contrivance, scheme, drawing, ruse or trick, symbol, emblem, insignia, regalia or motto, including commercial murals except where otherwise provided for pursuant to entry corridor regulations, but excluding ornate architectural features of a building, selectively narrowing or focusing consciousness and receptivity.

Awning means a shelter extending from a building that is supported entirely from the exterior wall of a building and composed of nonrigid materials except for supporting framework.

Canopy means a structure constructed of rigid materials including, but not limited to metal, wood, concrete, plastic or glass, which is attached to and supported by a building or by columns, poles or braces extended to the ground

False facade/roof, see "canopy sign."

Flag means the flying of a cloth of a rectangular shape, attached on only one side so as to allow the flag to move in the wind, to a freestanding pole mounted on the ground or to a flagstaff attached to the facade of a structure. Flags are limited to a total of one flag for every ten (10) feet of primary entrance frontage, with a maximum of five (5) flags per structure or physical

address, whichever is lesser. Flags larger than three (3) feet by five (5) feet shall be considered signs and shall be calculated as part of the maximum square footage and maximum number of signs.

Frontage means the length of street surface that the building faces.

(1) Primary frontage means the street surface that the building's main entry faces.
(2) Secondary frontage means any other street surface that a building is adjacent to.

Mansard, see "canopy sign."

Marquee means a permanent roof-like structure projecting more than three (3) feet beyond a building wall at an entrance to a building.

Premises means a lot, building site, leased area of a building or lot, or other singular, identifiable location owned or controlled by one (1) independent entity, business, or residence. Each of the multiple tenants of an industrial park, shopping center, subdivision or condominium constitutes a separate premise for the purpose of this article unless combining their signage onto one shopping center sign.

"Sec. 3-23. - Sign regulations generally.

(a) Permits. No sign of any kind shall be installed, erected, painted, altered or relocated by any person, business or institution, except as described in subsection (b) below, until a permit has been issued by the planning and building department. Applications for sign permits shall be accompanied by a survey of existing signs to remain, linear dimensions of primary and secondary street frontages, a complete list of proposed signs (including sign types, heights, widths, individual and cumulative square feet, letter styles, colors and materials used), a site plan indicating all sign locations, a sketch of all proposed signs and elevations showing all sign locations, as well as any additional specific information required by the planning and building department. Failure to submit all required information will delay review of the application. Continued failure to submit all required information within fifteen (15) working days following notification by the planning and building department shall result in the nullification of the application. A new, complete application must then be filed.

...

(3) Temporary interval sign, large and temporary interval sign, special require a sign permit, but do not count towards the number of total signs or the total square footage allowed.

(b) *No permit required.* The following items do not require a sign permit so long as they otherwise comply with all ~~Notwithstanding meeting~~ other

requirements of this code, including but not limited to, sign code regulations, building or construction plan review, historic architectural review, entry corridor review, special event permit, or state statutes, as applicable~~article, the following signs may be erected without a permit~~:

(1) Time or temperature device. ~~Bulletin boards and identification signs for public, non-profit or religious facilities, located on the premises and not exceeding twelve (12) square feet in area.~~

(2) Traffic control device.~~On-site development signs; provided however, that notwithstanding any other provision of this Code, there shall be no setback requirement from the front property line.~~

(3) Government sign. ~~Political signs.~~ Government signs as defined in this code are allowed in all sign zones, including automatic changeable copy signs.

(4) Accessory residential use sign.~~Real estate signs; provided, however, that notwithstanding any other provision of this Code, there shall be no setback requirement from the front property line.~~

(5) Minor sign. ~~Directional signs.~~

(6) ~~On-site directional signs not exceeding two (2) square feet~~. Temporary ancillary use sign.

(7) Political campaign advertisements compliant with F.S. 106.1435 and this code.~~Signs indicating "open" and "closed", and operating hours not exceeding one (1) square foot.~~

(8) Polling place sign. ~~Menu boards not exceeding two and one-quarter (2¼) square feet.~~

(9) Seasonal décor (residential) and seasonal or holiday lighting.~~Except for historic zones, credit card, charge card, bank card or other financial services card signs not exceeding one (1) square foot.~~

(10) Art installation.~~Road race signage shall be allowed only on approved structures located on the permitted closed portion of public roads or public rights-of-way and only after full closure of the public road or public right-of-way by the St. Augustine Police Department and/or Public Works Department. No road race signage may be installed or displayed before the full closure of the public roads or public rights-of-way prior to the start of the road race, and all road race signage must be removed from the public roads or public rights-of-way not later than one (1) hour after conclusion of the road race or at such time as directed by the St. Augustine Police Department and/or Public Works Department in order to timely reopen the public road or public rights-of-way.~~

(11) Mural, artistic.

(12) Flag.

(13) Hand carried, First Amendment, non-commercial sign on a traditional public forum.

(14) Vehicle and Vessel signs compliant with this code.

(15) Public Transit sign.

...

(d) *Sign locations.* Notwithstanding more specific or stringent requirements of this article, all signs shall meet the following location requirements:

(1) R~~Public r~~ight-of-way. No sign other than government signs and traffic control devices may be ~~located~~ posted, affixed, attached, or placed. on a right-of-way for a public street, road, highway, alleyway, sidewalk or trail, or private street or alleyway open to the public. Signs placed in the ~~public~~ right-of-way may be removed without notice by law enforcement, ~~the~~ code enforcement officers, building official, ~~and/or~~ the city engineer, or any other city employee at the direction of the city manager. The cost of such removal shall be charged to the sign owner and/or contractor, or the property owner. Failure to submit payment within thirty (30) days shall result in the case being brought before the code enforcement board except as specifically outlined in section 3-23(b)(10).

(2) Intersections. No freestanding, pole or post sign shall be installed within thirty (30) feet of an intersection when such sign is more than three (3) feet in height or has less than eight (8) feet in ground clearance to the bottom edge of the sign. Any freestanding sign over three (3) feet in height located within twenty-five (25) feet of a driveway shall be set back at least ten (10) feet from the right-of-way of the street to which such driveway provides access.

(3) Clearance. No projecting sign over a pedestrian access, street or alley shall be less than eight (8) feet above the ground surface; provided, however, that within historic districts no projecting sign over a pedestrian access, street or walkway shall be less than seven (7) feet above the ground surface.

(4) Location on a structure. No wall-mounted or bracket sign may be installed above the ground floor of a structure or extend above the eave of the roof, unless provided for and approved pursuant to entry corridor district regulations or the specific terms of a PUD or SPD. No banner, pennant, streamer, or bunting may be installed above the ground floor eave of the roof of a building or structure in excess of the frequency and duration time limitations for a temporary interval sign. No banner, pennant, streamer or bunting may cover more than ten percent of the façade of the structure.

(5) Signs, other than government signs and flags, polling place signs, governmental tenant or licensee signs, and traffic control devices, cannot be posted, affixed, attached, or placed on government owned or controlled property. ~~Credit card signs. No credit card, charge card, bank card or other financial services card signs shall be allowed in an historic zone, and those in existence shall be removed by March 1, 2000, or considered in violation of the Code of the city.~~

(6) Non-commercial signs that are lawfully carried by individuals participating in First Amendment activity in a traditional public forum are allowed consistent with established law.

...

(j) *Special use signs.* Special use signs shall meet the following requirements:

(1) Temporary Ancillary Use ~~On-site development~~ signs may be installed only for the duration of time of the ancillary use on-site ~~after a building permit has been issued~~ and shall be removed within fourteen (14) days of the expiration of the ancillary use related to the signage~~permit or the issuance of a certificate of occupancy~~. For commercial, industrial, or institutional use properties, o~~O~~ne (1) sign is permitted per street frontage, not to exceed sixteen (16) square feet and shall not be erected within fifteen (15) feet of any property line. For residential use properties, one (1) sign is permitted per street frontage, not to exceed two (2) feet by four (4) feet in size and must be a minimum of five (5) feet from the right-of-way and fifteen (15) feet from all side property lines.

~~(2) Real estate signs shall be removed within seven (7) days of the sale or lease of the property. One (1) sign is permitted per street frontage, not to exceed two (2) feet by four (4) feet in size and must be a minimum of five (5) feet from the right-of-way and fifteen (15) feet from all side property lines.~~

~~(3) Political signs shall be removed within seven (7) days following the election. All signs shall be located on private property and shall meet the requirements of the zone in which they are located. No political sign shall exceed forty (40) square feet. Signs placed in the public right-of-way may be removed without notice by the building official and/or city engineer. The cost of such removal shall be charged to the candidate and his organization. Failure to submit payment within thirty (30) days shall result in the case being brought before the code enforcement board and the amount owed shall become a lien against the real property and/or assets of the candidate and organization.~~

~~(4) Seasonal/holiday signs shall be approved in writing by the planning and building department and shall meet the dimension requirements of the zone in which they are located. These signs may be authorized for a period of up to twenty-eight (28) consecutive days, not to exceed a total of forty-five (45) days in a calendar year.~~

(~~5~~2) Temporary Interval Sign (large) shall not be placed above the ground floor of the structure.~~Special event signs shall be approved in writing by the planning and building department and shall meet the dimension requirements of the zone in which they are located. These signs shall be removed within three (3) days following the advertised event.~~

(3) Temporary Interval Sign (special) can be hung from the structure, but must be secured to not be dangerous or damaging to the structure and cannot exceed the cumulative square footage allowed.

~~(6) Banners, streamers and pennants shall be approved in writing by the planning and building department and may be authorized for up to one hundred (100) days in a calendar year.~~

~~(7) Temporary window signs shall be approved in writing by the planning and building department. All temporary window signs shall relate to the use conducted on the premises and no such sign or signs shall exceed ten (10) percent of the glassed area of the window. These signs may be authorized for up to forty-five (45) days in a calendar year.~~

~~(8) Home occupation signs shall be located within two (2) feet of the primary entrance and shall not exceed one (1) square foot in area.~~

(k) *Nonconforming signs.*

...

(6) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned or discontinued. "Destroyed," "abandoned" and "discontinued" have the following meanings:

a. "Destroyed" means more than fifty (50) percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least twenty-five (25) percent of the length above ground of each broken, bent or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.

b. A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location or the sign owner fails to operate and maintain the sign for a period of twelve (12) months or longer. ~~Signs displaying bona fide public interest messages are not 'abandoned' or "discontinued" within the meaning of this section. The following conditions shall be considered failure to operate and maintain the sign:~~

~~1. Signs displaying only an "available for lease" or similar message;~~

~~2. Signs displaying advertising for a product or service which is no longer available;~~

~~3. Signs which are blank or do not identify a particular product, service or facility.~~

(l) *Prohibited signs.* All signs not expressly permitted under this ordinance, or signs not expressly exempt from permit requirements under this ordinance, are prohibited. Such signs include but are not limited to the following:

...

(11) Unauthorized traffic control devices located upon or in view of any rights-of-way open to the public, consistent with the prohibitions of Section 316.077, Florida Statutes. ~~Signs, other than traffic control signs, which use the words "stop," "yield," "caution" and "danger" or which contain red, amber and green lights which may resemble traffic control signs or lights;~~

(12) Billboards and offsite or off-premises signs, ~~unrelated to the principal use or uses of the premises on which the sign is located,~~ except as provided in this ordinance;

(13) Illuminated signs which direct the illumination onto adjacent streets or onto property other than the premises on which the sign is located;

~~(14) Signs which resemble city street identification signs;~~

(~~15~~14) ~~Signs attached to, or painted on, vehicles or trailers which are parked and visible from a street or limited access highway, except where such vehicles or trailers are regularly and customarily used to transport persons, goods or materials as part of the principal use of the premises;~~Commercial vehicle or vessel signs in violation of this code;

(~~16~~15) Signs which by reason of position, ~~wording,~~ illumination, size, shape or color obstruct, impair, obscure, interfere with the view of or may be confused with any traffic control sign, signal or device; and

(~~17~~16) Electronic message center type signs.

(17) Commercial flyer signs or wearable sandwich board signs.

..."

"Sec. 3-26. - Same—Changeable copy signs.

Notwithstanding any other provisions of this article, there shall be no fee for a change of ~~message~~ copy on changeable copy sign.

..."

"Sec. 3-29. - Same—Temporary window signs.

All temporary ancillary use or temporary interval window signs shall ~~relate to the business conducted within the structure or establishment and no such sign shall~~ not exceed ten (10) percent of the glassed area of the window or fifty (50) percent of the maximum size for a sign permitted in the appropriate zone, whichever is smaller.

..."

Section 3. Creating Chapter 3, Article I, Section 3-30. Chapter 3, Article I, Section 3-30 of the Code of the City of St. Augustine, Florida is hereby created, as follows:

"Sec. 3-30. – Regulated by state statute.

Sign applicants claiming an element of their proposed sign is regulated by Chapter 553.79(22), Florida Statutes, as may be amended from time to time, must include all supporting documentation with their application and a clear and concise statement of regulatory applicability for review."

Section 4. Creating Chapter 3, Article II, Section 3-45. Chapter 3, Article II, Section 3-45 of the Code of the City of St. Augustine, Florida is hereby created, as follows:

"Sec. 3-45. - Sign zones.

(1) *Commercial Zone 1.* All commercially or industrially zoned lots (or PUDs with commercial or industrial uses unless a specific sign plan is approved for the PUD or SPD) and all lots zoned RGO, RGO-A, MUD, MUD-A, OL and GU, except those lots immediately abutting Anastasia Boulevard; that portion of San Marco avenue lying north of Williams Street; Ponce de Leon Boulevard; State Road 16; State Road 207; and all commercially or residentially zoned lots (or PUDs or SPDs with commercial or industrial uses unless a specific sign plan is approved for the PUD or SPD) whose boundaries lie south of the easterly right-of-way line of N. Ponce de Leon Boulevard (U.S. 1) and east of the easterly mean high waterline of the San Sebastian River and west of the westerly right-of-way line of Malaga Street and the extension of the westerly right-of-way line of Malaga Street lying south of King Street to the San Sebastian River.

(2) *Commercial Zone 2.* All commercially or industrially zoned lots (or PUDs or SPDs with commercial or industrial uses unless a specific sign plan is approved for the PUD or SPD) immediately abutting Anastasia Boulevard, San Marco Avenue lying north of Williams Street, Mizell Road and State Road 312.

(3) *Commercial Zone 3.* All commercially or industrially zoned lots (or PUDs or SPDs with commercial or industrial uses unless a specific sign plan is approved for the PUD or SPD) immediately abutting Ponce de Leon Boulevard, State Road 16 and State Road 207, and that portion of Historic Preservation Zoning District 5 lying south of Castillo Drive, north of Orange Street, east of Ponce de Leon Boulevard and west of Riberia Street.

(4) *Commercial Zone 4.* All commercially or industrially zoned lots (or PUDs or SPDs with commercial or residential uses unless a specific sign plan is approved for the PUD or SPD) whose boundaries lie south of the easterly right-of-way line of N. Ponce de Leon Boulevard (U.S. 1) and east of the easterly mean high waterline of the San Sebastian River and west of the westerly right-of-way line of Malaga Street and the extension of the westerly right-of-way line of Malaga Street lying south of King Street to the San Sebastian River , as well as lots 1. 2, 3, 4, 10, 11, 12, 13, 14, 15 and 16 of the Worley Subdivision, whose boundaries lie at the end of Prawn Street and south of Heron Street and east of Lewis Boulevard and west of the mean high waterline of the San Sebastian River and bounded on the south by the San Sebastian River marshlands.

(5) *Historic Zone 1.* All lots contained in Historic Preservation Zoning Districts 1, 2, and 3 (HP-1, HP-2, HP-3), or PUDs previously zoned HP-1, HP-2, HP-3 unless a specific sign plan is approved for the PUD.

(6) *Historic Zone 2.* All lots contained in Historic Preservation Zoning District 4 (HP-4), or PUDs previously zoned HP-4 unless a specific sign plan is approved for the PUD.

(7) *Historic Zone 3.* All lots contained in Historic Preservation Zoning District 5 (HP-5), or PUDs previously zoned HP-5 unless a specific sign plan is approved for the PUD, except such portion thereof as may be included within Commercial Zone 3 pursuant to subsection (3) hereof.~~.~~

(8) *Residential Zone 1.* All lots contained in Zoning Districts RS-1 and RS-2, or PUDs or SPDs previously zoned RS-1 and RS-2 unless a specific sign plan is approved for the PUD or SPD.

(9) *Residential Zone 2.* All lots contained in Zoning District RL-1 or RG-1, or PUDs or SPDs previously zoned RG-1 unless a specific sign plan is approved for the PUD or SPD.

(10) *Residential Zone 3.* All lots contained in Zoning District RG-2, or PUDs or SPDs previously zoned RG-2 unless a specific sign plan is approved for the PUD or SPD.

Section 5. Amendment to Chapter 3, Article II, Amending Sections 3-46, 3-66, and 3-86. Chapter 3, Article II, Sections 3-46, 3-66, and 3-86 of the Code of the City of St. Augustine, Florida are hereby amended, as follows:

"Sec. 3-46. - Historic zone signs.

(a) All signs, including temporary window, temporary interval, and temporary ancillary use signs~~seasonal/holiday~~, ~~special event and banners, streamers and pennant signs~~ in Historic Zones 1, 2 and 3 shall be approved by the historic architectural review board prior to issuance of a permit or shall meet preapproved size, color, material and location guidelines.

(b) No review required. Notwithstanding any other requirements of this article, the following signs may be installed and displayed without review:

(1) ~~Road race signage~~ Signage installed on approved structures and displayed on the closed portion of a public road or public right-of-way and after ~~full~~ closure of the public road or public right-of-way by the St. Augustine Police Department and/or Public Works Department. No ~~road race~~ signage may be installed or displayed before the ~~full~~ closure of the public roads or public rights-of-way prior to the start of the ~~road race~~event~~,~~. ~~and a~~All ~~road race~~ signage must be removed from the public roads or public rights-of-way not later than one (1) hour after conclusion of the ~~road race~~ event or at such time as directed by the St. Augustine Police Department and/or Public Works Department in order to timely reopen the public road or public rights-of-way.

~~(c) Seasonal/holiday, temporary~~ Temporary window, ~~special event, banner, streamer and pennant-type signs may be authorized by the planning and building department for any one (1) event of up to twenty-eight (28) days, provided such seasonal/holiday, temporary window, special event, banner, streamer or pennant signs will not be authorized for any one (1) location for more than one hundred (100) days in any one (1) calendar year.~~

(1) *Historic Zone 1.*

a. *Permitted signs.* The following signs shall be permitted signs:

1. Bracket.
2. Wall.
3. Facia.
4. Post.
5. Freestanding.
~~6. Directory.~~
~~7. Index/informational.~~
~~8.~~6 Accessory~~/auxiliary~~.
~~9. Affiliation.~~
~~10. Menu board.~~

b. *Prohibited signs.* The following signs shall be prohibited signs:

1. Animated.
2. Awning.
3. Billboard.
4. Bench.
5. Canopy.
6. Changeable copy, manual and automatic.
7. Surface graphics.
8. Window; provided, however, that one (1) window sign (painted or etched) shall be allowed for each window not to exceed six (6) square feet or two (2) feet by three (3) feet. Such window signs will be counted toward the total maximum number of signs permitted for each business. Additionally, one (1) sign per window may be permitted in addition to all other signs authorized to be placed within three (3) feet of a window on the interior of the building and not to exceed four (4) square feet (two (2) feet by two (2) feet).
9. Off-premises.
10. Roof or above ground floor.
11. Sidewalk/sandwich.
~~12. Shopping center.~~
~~13. Political.~~

~~14~~12. Portable.
~~15~~13. Illuminated/electrical, including interior signs visible from any public right-of-way, notwithstanding any other provision of this Code.
~~16~~14. Marquee.

~~17~~15. Disfiguring.
~~18. Vehicle.~~
~~19~~16. Flashing.

c. *Number of signs.* The maximum number of signs per entrance is two (2). The maximum number of signs per business is three (3). No business identification sign shall be permitted along a street or public way not providing direct public access to the principal use or activity. ~~Where public access is through a common entrance or through another principal use establishment, a directory or index-informational sign shall be used.~~

d. *Specific requirements:*

	Maximum Width or Length	Total Size (sq. ft.)	Height to Bottom	Miscellaneous
Bracket/projecting	36 inch/24 inch;	6	8 ft.	36-inch-wide-maximum bracket and sign projection from wall = 44 inch — 24-inch-wide maximum bracket and sign projection from wall = 32 inch.
Freestanding	36 inch/30 inch;	7.5	N/A	Maximum 4 ft. 6 inch; to top of sign structure
Post	36 inch/30 inch;	7.5	8 ft.	
~~Index, informational, affiliation~~	~~2 ft.~~	~~4~~	~~N/A~~	
Accessory~~/auxiliary~~		2	N/A	1 per business, wall only
~~Wall directory~~ Wall	2 ft./3ft	6	N/A	
Facia	1ft wide 6 ft. long	6	N/A	Must be placed above windows and doors
~~Menu board~~	~~18 inch~~	~~2.25~~		~~72 inch to top of sign structure~~

...

(2) *Historic Zone 2.*

a. *Permitted signs.* The following signs shall be permitted signs:

1. Bracket.
2. Wall.
3. Facia.
4. Post.
5. Freestanding.
~~6. Directory.~~
~~7. Index/informational.~~

~~8~~6. Accessory~~/auxiliary.~~
~~9. Affiliation.~~
~~10. Menu board.~~

b. *Prohibited signs.* The following signs shall be prohibited signs:

1. Animated.
2. Awning.
3. Billboard.
4. Bench.
5. Canopy.
6. Changeable copy, manual and automatic.
~~7. Political.~~
~~8~~7. Surface graphics.
~~9~~8. Off-premises.
~~10~~9. Roof or above ground level.
~~11~~10. Sidewalk/sandwich.
~~12. Shopping center.~~
~~13~~11. Illuminated/electrical, including interior signs visible from any public right-of-way, notwithstanding any other provision of this Code.
~~14~~12. Marquee.
~~15~~13. Portable.
~~16~~14. Window; provided, however, that one (1) window sign (painted or etched) shall be allowed for each window not to exceed six (6) square feet or two (2) feet by three (3) feet. Such window signs will be counted toward the total maximum number of signs permitted for each business. Additionally, one (1) sign per window may be permitted in addition to all other signs authorized to be placed within three (3) feet of a window on the interior of the building and not to exceed four (4) square feet (two (2) feet by two (2) feet).
~~17~~15. Disfiguring.
~~18. Vehicle.~~
~~19~~16. Flashing.

c. *Number of signs.* The maximum number of signs per entrance is two (2). The maximum number of signs per business is three (3). No ~~business identification~~ sign shall be permitted along a street or public way not providing direct public access to the principal use or activity. ~~Where public access is through a common entrance or through another principal use establishment, a directory or index/informational sign shall be used.~~

d. *Specific requirements:*

	Maximum Width or Length	Total Size (sq. ft.)	Height to Bottom	Height to Top
Bracket/projecting	4 ft.	16	8 ft.	14 ft.
Freestanding	4 ft./8 ft.	32	N/A	10 ft.
Post	4 ft./8 ft.	32	8 ft.	16 ft.
~~Index, informational, affiliation~~	~~30 inch/24 inch~~	~~5~~	~~N/A~~	~~N/A~~
~~Wall directory~~ Wall	4 ft.	16	N/A	N/A
Facia	1½ ft. wide 8 ft. long	12	N/A	N/A
~~Menu board~~	~~18 inch~~	~~2.25~~		~~72 inch to top of sign structure~~

...

(3) *Historic Zone 3.*

a. *Permitted signs.* The following signs shall be permitted signs:

1. Bracket.
2. Wall.
3. Facia.
4. Post.
5. Freestanding.
~~6. Directory.~~
~~7. Index/informational.~~
~~8~~6. Accessory~~/auxiliary~~.
~~9. Affiliation~~.
~~10. Menu board.~~

b. *Prohibited signs.* The following signs shall be prohibited signs:

1. Animated.
2. Awning.
3. Billboard.
4. Bench.
5. Canopy.
6. Changeable copy, manual and automatic.
~~7. Political.~~
~~8~~7. Surface graphics.
~~9~~8. Off-premises.
~~10~~9. Roof or above ground level.
~~11~~10. Sidewalk/sandwich.
~~12. Shopping center.~~
~~13~~11. Illuminated/electrical, including interior signs visible from any public right-of-way, notwithstanding any other provision of this Code.

~~14~~12. Marquee.
~~15~~13. Portable.
~~16~~14. Window; provided, however, that one (1) window sign (painted or etched) shall be allowed for each window not to exceed six (6) square feet or two (2) feet by three (3) feet. Such window signs will be counted toward the total maximum number of signs permitted for each business. Additionally, one (1) sign per window may be permitted in addition to all other signs authorized to be placed within three (3) feet of a window on the interior of the building and not to exceed four (4) square feet (two (2) feet by two (2) feet).
~~17~~15. Disfiguring.
~~18. Vehicle.~~
~~19~~16. Flashing.

c. *Number of signs.* The maximum number of signs per entrance is two (2). The maximum number of signs per business is three (3). No ~~business identification~~ sign shall be permitted along a street or public way not providing direct public access to the principal use or activity. ~~Where public access is through a common entrance or through another principal use establishment, a directory or index informational sign shall be used.~~

d. *Specific requirements:*

	Maximum Width or Length	Total Size (sq. ft.)	Height to Bottom	Height to Top
Bracket/projecting	4 ft.	16	8 ft.	14 ft.
Freestanding	4 ft./8 ft.	32	N/A	10 ft.
Post	4 ft./8 ft.	32	8 ft.	16 ft.
~~Index, informational, affiliation~~	~~30 inch/24 inch~~	~~5~~	~~N/A~~	~~N/A~~
~~Wall directory~~ Wall	4 ft.	16	N/A	N/A
Facia	1½ ft. wide 8 ft. long	12	N/A	N/A
~~Menu board~~	~~18 inch~~	~~2.25~~		~~72 inch to top of sign structure~~

..."

"Sec. 3-66. - Commercial zone signs.

(a) *Commercial Zone 1.*

(1) *Permitted signs.* The following signs are permitted signs:

a. Bracket.
b. Freestanding.

c. Post.
d. Wall.
e. Facia.
~~f. Index/informational.~~
~~g. Directory.~~
~~h~~f. Changeable copy, manual.
~~i~~g. Illuminated non-flashing electrical.
~~j. Shopping center.~~
~~k~~h. Surface graphics.
~~l~~i. Window.
~~m. Seasonal/holiday.~~
~~n~~j. Temporary window.
k. Awning.
l. Canopy.
~~o. Special event.~~
~~p. Affiliation~~.
~~q. Menu board.~~
~~r. Time and temperature.~~

(2) *Prohibited signs.* The following signs are prohibited signs:

a. Animated.
~~b. Awning.~~
~~c~~b. Billboard.
~~d~~c. Bench.
~~e. Canopy.~~
~~f~~d. Marquee.
~~g~~e. Disfiguring.
~~h. Vehicle.~~
~~i~~f. Off-site.
~~j~~g. Roof.
~~k~~h. Sidewalk/sandwich.
~~l~~i. Portable.
~~m~~j. Banners, streamers, pennants.
~~n~~k. Illuminated, flashing electrical.
~~o~~l. Changeable copy, automatic.
~~p~~o. Flashing.

...

(4) *Maximum size and height.* The maximum size of any sign shall be no more than eighty (80) square feet~~, provided, however, that any time and temperature sign shall not exceed forty (40) square feet and shall be included within the calculation of the number of and maximum square footage for signs as set forth in subparagraph (3) above and shall not be in addition thereto.~~ The maximum height to the top of a ground/pole sign shall not exceed twenty (20) feet.

(5) In addition to the above, businesses immediately abutting the San Sebastian River southerly of Bravo Street, are permitted one (1)

~~business identification~~primary sign, a maximum size of one hundred forty (140) square feet, to be oriented toward the river.

(b) *Commercial Zone 2.*

(1) *Permitted signs.* The following signs are permitted signs:

a. Bracket.
b. Freestanding.
c. Post.
d. Wall.
e. Facia.
~~f. Index/informational.~~
~~g. Directory.~~
~~h~~f. Changeable copy, manual.
~~i~~g. Illuminated non-flashing electrical.
~~j. Shopping center.~~
~~k~~h. Surface graphics.
~~l~~i. Window.
~~m. Seasonal/holiday.~~
~~n~~j. Temporary window.
~~o. Special event.~~
~~p. Affiliation.~~
~~q~~k. Awning.
~~r~~l. Canopy.
~~s. Menu board.~~
~~t. Time and temperature.~~

(2) *Prohibited signs.* The following signs are prohibited signs:

a. Animated.
~~b. Awning.~~
~~c~~b. Billboard.
~~d~~c. Bench.
~~e. Canopy.~~
~~f~~d. Marquee.
~~g~~e. Disfiguring.
~~h. Vehicle.~~
~~i~~f. Off-site.
~~j~~g. Roof.
~~k~~h. Sidewalk/sandwich.
~~l~~i. Portable.
~~m~~j. Banners, streamers, pennants.
~~n~~k. Illuminated, flashing electrical.
~~o~~l. Changeable copy, automatic.
~~p~~m. Flashing.

...

(4) *Maximum size and height.* The maximum size of any sign shall be no more than one hundred twenty (120) square feet~~, provided, however, that any time and temperature sign shall not exceed forty (40) square feet and shall be included within the calculation of the number of and~~

~~maximum square footage for signs as set forth in subparagraph (3) above and shall not be in addition thereto.~~ The maximum height to the top of a ground/pole sign shall not exceed twenty-five (25) feet.

...

(c) *Commercial Zone 3.*

(1) *Permitted signs.* The following signs are permitted signs:

a. Bracket.
b. Freestanding.
c. Post.
d. Wall.
e. Facia.
~~f. Index/informational.~~
~~g. Directory.~~
~~h~~f. Changeable copy, manual.
~~i~~g. Illuminated non-flashing electrical.
~~j. Shopping center.~~
~~k~~h. Surface graphics.
~~l~~i. Window.
~~m. Seasonal/holiday.~~
~~n~~j. Temporary window.
~~o. Special event.~~
~~p. Affiliation.~~
~~q~~k. Awning.
~~r~~l. Canopy.
~~s. Menu board.~~
~~t. Time and temperature.~~

(2) *Prohibited signs.* The following signs are prohibited signs:

a. Animated.
~~b. Awning.~~
~~c~~b. Billboard.
~~d~~c. Bench.
~~e. Canopy.~~
~~f~~d. Marquee.
~~g~~e. Disfiguring.
~~h. Vehicle.~~
~~i~~f. Off-site.
~~j~~g. Roof.
~~k~~h. Sidewalk/sandwich.
~~l~~i. Portable.
~~m~~j. Banners, streamers, pennants.
~~n~~k. Illuminated, flashing electrical.
~~o~~l. Changeable copy, automatic.
~~p~~m. Flashing.

...

(4) *Maximum size and height.* The maximum size of any sign shall be no more than one hundred forty (140) square feet~~, provided, however, that~~

~~any time and temperature sign shall not exceed forty (40) square feet and shall be included within the calculation of the number of and maximum square footage for signs as set forth in subparagraph (3) above and shall not be in addition thereto~~. The maximum height to the top of a ground/pole sign shall not exceed thirty (30) feet.

(d) *Commercial Zone 4.*

(1) *Permitted signs.* The following signs are permitted signs:

a. Bracket.
b. Freestanding.
c. Post.
d. Wall signs, except that within this zone the sign may be located above the ground floor so long as no more than fifteen (15) percent of the total area of the sign extends above the building and/or above the eave of the roof, except that the sign may not extend more than ten (10) inches above the building and/or above the eave of the roof.
e. Facia.
~~f. Index/informational.~~
~~g. Directory.~~
~~h~~f. Changeable copy, manual.
~~i~~g. Illuminated non-flashing electrical~~.~~, and as applied to lots 1, 2, 3, 4, 10, 11, 12, 13, 14, 15 and 16 of the Worley Subdivision, whose boundaries lie at the end of Prawn Street and south of Heron Street and east of Lewis Boulevard and west of the mean high waterline of the San Sebastian River and bounded on the south by the San Sebastian River marshlands, this is further restricted to individual channel letters externally illuminated back lit, externally illuminated up lit and externally illuminated down lit fixtures for signage.
~~j. Shopping center.~~
~~k~~h. Surface graphics.
~~l~~i. Window.
~~m. Seasonal/holiday.~~
~~n~~j. Temporary window.
k. Awning.
l. Canopy.
~~o. Special event.~~
~~p. Affiliation.~~
~~q. Menu board.~~
~~r. Time and temperature.~~

(2) *Prohibited signs.* The following signs are prohibited signs:

a. Animated.
~~b. Awning.~~
~~c~~b. Billboard.
~~d~~c. Bench.
~~e. Canopy.~~
~~f~~d. Marquee.
~~g~~e. Disfiguring.

~~h. Vehicle.~~
~~i~~f. Off-site.
~~j~~g. Roof, or above the ground level~~.~~
~~k~~h. Sidewalk/sandwich.
~~l~~i. Portable.
~~m~~j. Banners, streamers, pennants.
~~n~~k. Illuminated, flashing electrical.
~~o~~l. Changeable copy, automatic.
~~p~~m. Flashing.

...

(4) *Maximum size and height.* The maximum size of any sign shall be no more than one hundred ten (110) square~~ feet, provided, however, that any time and temperature sign shall not exceed forty (40) square feet and shall be included within the calculation of the number of and maximum square footage for signs as set forth in subparagraph (3) above and shall not be in addition thereto~~. The maximum height to the top of a ground/pole sign shall not exceed twenty (20) feet.

"Sec. 3-86. – Residential zone signs.

(a) *Residential Zone 1.*

...

(2) *Prohibited signs.* The following signs are prohibited signs:

~~a. Index/informational.~~
~~b. Directory.~~
~~c~~a. Changeable copy, manual and automatic.
~~d~~b. Illuminated electrical.
~~e. Shopping center.~~
~~f~~c. Surface graphics.
~~g~~d. Window.
~~h~~e. Temporary window.
~~i. Special event.~~
~~j. Affiliation.~~
~~k~~f. Animated.
~~l~~g. Awning.
~~m~~h. Billboard.
~~n~~i. Bench.
~~o~~j. Canopy.
~~p~~k. Marquee.
~~q~~l. Off-site.
~~r~~m. Roof or above ground level.
~~s~~n. Sidewalk/sandwich.
~~t~~o. Portable.
~~u. Banners, streamers, pennants.~~
~~v. Vehicle.~~
~~w~~p. Disfiguring.
~~x~~q. Flashing.

...

(4) *Specific requirements:*

	Maximum Size (sq. ft.)	Height to Top	Setbacks
Bracket/ projecting	1	N/A	N/A
Freestanding	4	4;ft;6;inch;	5;ft; from all lot lines and 40;ft; from other signs
Post/pole	4	10;ft;	5;ft; from all lot lines and 40;ft; from other signs
Wall	1	N/A	N/A
Facia	1	N/A	N/A
~~On-site traffic~~	~~1~~	~~N/A~~	~~N/A~~

(b) *Residential Zone 2.*

(1) *Permitted signs.* The following signs are permitted signs:

a. Bracket.
b. Freestanding.
c. Post.
d. Wall
e. Facia.
~~f. Seasonal/holiday.~~

(2) *Prohibited signs.* The following signs are prohibited signs:

~~a. Index/informational.~~
~~b. Directory.~~
~~c~~a. Changeable copy, manual and automatic.
~~d~~b. Illuminated/electrical.
~~e. Shopping center.~~
~~f~~c. Surface graphics.
~~g~~d. Window.
~~h~~e. Temporary window.
~~i. Special event.~~
~~j. Affiliation.~~
~~k~~f. Animated.
~~l~~g. Awning.
~~m~~h. Billboard.
~~n~~i. Bench.
~~o~~j. Canopy.
~~p~~k. Marquee.
~~q~~l. Off-site.
~~r~~m. Roof, or above ground level.

~~s~~n. Sidewalk/sandwich.
~~t~~o. Portable.
~~u. Banners, streamers, pennants.~~
~~v. Vehicle.~~
~~w~~p. Disfiguring.
~~x~~q. Flashing.

...

(4) *Specific requirements:*

	Maximum Size (sq. ft.)	Height to Top	Setbacks
Bracket/ projecting	16	N/A	N/A
Freestanding	16	4;ft;6;inch;	5;ft; from all lot lines and 40;ft; from other signs
Post/pole	16	10;ft;	5;ft; from all lot lines and 40;ft; from other signs
Wall	14	N/A	N/A
Facia	14	N/A	N/A
~~On-site traffic~~	~~1~~	~~N/A~~	~~N/A~~

(c) *Residential Zone 3.*

(1) *Permitted signs.* The following signs are permitted signs:

a. Bracket.
b. Freestanding.
c. Post.
d. Wall.
e. Facia.
~~f. Seasonal/holiday.~~
~~g~~f. Temporary window.
~~h. Special event.~~
~~i. Affiliation.~~

(2) *Prohibited signs.* The following signs are prohibited signs:

~~a. Index/informational.~~
~~b. Directory.~~
~~c~~a. Changeable copy, manual and automatic.
~~d~~b. Illuminated/electrical.
~~e. Shopping center.~~
~~f~~c. Surface graphics.
~~g~~d. Window.
~~h~~e. Animated.

~~i~~f. Awning.
~~j~~g. Billboard.
~~k~~h. Bench.
~~l~~i. Canopy.
~~m~~j. Marquee.
~~n~~k. Off-site.
~~o~~l. Roof or above ground level.
~~p~~m. Sidewalk/sandwich.
~~q~~n. Portable.
~~r. Banners, streamers, pennants.~~
~~s. Vehicle.~~
~~t~~o. Disfiguring.
~~u~~p. Flashing.

...

(4) *Specific requirements:*

	Maximum Size (sq. ft.)	Height to Top	Setbacks
Bracket/ projecting	16	N/A	N/A
Freestanding	16	4;ft;6;inch;	5;ft; from all lot lines and 40;ft; from other signs
Post/pole	16	15;ft;	5;ft; from all lot lines and 40;ft; from other signs
Wall	14	N/A	N/A
Facia	14	N/A	N/A
~~On-site traffic~~	~~1~~	~~N/A~~	~~N/A~~

Section 6. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered 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 7. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. 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 9. Effective Date. This ordinance shall become effective ten (10) days following effective date, pursuant to s. 166.041(4), Florida Statutes.

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

ATTEST:

_____	_____
Darlene Galambos, City Clerk (SEAL)	Tracy Upchurch, Mayor-Commissioner

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: April 27, 2021

RE: **ORDINANCE 2021-08: BAR DEFINITION AMENDMENT**

Per the direction of the City Commission at it April 12, 2021 meeting, please find enclosed Ordinance 2021-08 that provides an amended definition of "bar, cocktail lounge, saloon or tavern" to be inclusive of any business that provides on-site sales and consumption of alcohol.

Please place Ordinance 2021-08 on the regular City Commission agenda for second reading on May 10, 2021.

Thank you.

Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Amends the definition of "bar, cocktail lounge, saloon or tavern" to be inclusive of any business that provides on-site sales and consumption of alcohol.

ORDINANCE NO. 2021-08

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTION 28-2 MODIFYING THE DEFINITION OF BAR, COCKTAIL LOUNGE, SALOON OR TAVERN; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the sale and on-premises consumption of alcoholic beverages is currently defined as a bar, cocktail lounge, saloon or tavern use in the City's zoning code definitions; and

WHEREAS, the intent of the existing definition is to regulate the location within the City of St. Augustine where the sale and consumption of alcohol is not allowed, allowed as a permitted use by right, or allowed after hearing as a use by exception; and

WHEREAS, the regulation of bars, cocktail lounges, saloons or taverns is a traditional Euclidean zoning use restriction; and

WHEREAS, the existing definition is not intended to focus on specific nomenclature, but rather actual zoning use and business practice; and

WHEREAS, the U.S. Supreme Court in the sign code case Reed v. Town of Gilbert, found that sign regulations should not regulate the content of the message on the sign surface; and

WHEREAS, the existing definition of bars, cocktail lounges, saloon or taverns includes reference to signs advertising the sale for consumption on-site of alcohol; and

WHEREAS, the City Commission wants to treat all similarly situated businesses transparently and equitably, no matter the nomenclature of the day used to describe them, and regardless of any changes in state permitting that may occur in the future; and

WHEREAS, the City Commission is aware that many new branding and marketing terms used to identify establishments that are in the business of sales and on-site consumption of alcohol have emerged since the original definitions in the City's code were enacted, and many new terms may evolve to describe similar activities and business practices in the future; and

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

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

Section 1. Amendment to Chapter 28, Article I, Section 28-2. Chapter 28, Article I, Section 28-2 is hereby amended, as follows:

"**Sec. 28-2. - Definitions.**

...

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

(1) Any female person, while on the premises of such establishment, to exposure to the public view that area of the human female breast at or below the areola thereof;

(2) Any female person, while on the premises of such establishment, to employ any device or covering which is intended to give the appearance of or simulate such portions of the human female breast as described in subsection (1) above;

(3) Any person, while on the premises of such establishment, to expose to public view his or her genitals, pubic area, buttocks, anus or anal cleft or cleavage; and provide further that such establishments shall hereinafter be referred to as "special cabarets."

..."

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that repealed language shall be removed and 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 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 5. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(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 P. Regan, City Manager

DATE: April 27, 2021

RE: **ORDINANCE 2021-09: DEVELOPMENT AGREEMENTS**

Please find enclosed Ordinance 2021-09 memorializing the basic procedural regulations for processing statutory development agreements in the City of St. Augustine. This ordinance reflects the City's existing de facto practice of holding both required hearings at the City Commission, and noticing affected property owners and the Neighborhood Council consistent with our existing code requirements. The statute itself has an exhaustive list of requirements that are incorporated by reference.

Please place Ordinance 2021-09 on the regular City Commission agenda for second reading on May 10, 2021.

Thank you.

Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Formalizing basic procedural regulations for processing statutory development agreements.

ORDINANCE NO. 2021-09

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE TO CREATE SECTION 28-38 PROVIDING FOR PROCEDURES FOR DEVELOPMENT AGREEMENTS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Florida Local Government Development Agreement Act provides for a developer to describe its compliance with code requirements, timing of infrastructure, and a methodology for tracking allowable development within a project; and

WHEREAS, the Florida Local Government Development Agreement Act provides for a comprehensive list of statutory requirements for the approval of development agreements; and

WHEREAS, the City Commission has historically processed development agreements by holding both required hearings before the City Commission, and providing the mailed notice required by statute in the same manner as other development permits in its code, and now wishes to codify this informal procedure; and

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

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

Section 1. Creation of Chapter 28, Article II, Section 28-38. Chapter 28, Article II, Section 28-38 is hereby created, as follows:

Sec. 28-38. – Development agreements.

A developer may present a proposed statutory development agreement pursuant to, and in compliance with, the Florida Local Government Development Agreement Act, to the City Commission for consideration. Mailed notice to affected property owners shall be consistent with the notice provided for in Section 28-59 and Section 2-149 of this code. The required hearings for consideration of the development agreement shall be heard by the City Commission.

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that repealed language shall be removed and 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 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 5. Effective Date. This ordinance shall become effective immediately upon passage, pursuant to § 166.041(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

M E M O R A N D U M

TO: Mayor and Commissioners

DATE: April 29, 2021

RE: Resolution 2021-24 Flagler Memorial Presbyterian Church Grant Support

We received a request for support from Dr. Leslee Keys, on behalf of the Flagler Memorial Presbyterian Church, of their Special Category Grant application in the Development category to the Florida Division of Historical Resources for repairs and rehabilitation of the original Manse, which was damaged during the recent hurricanes.

Attached is Resolution 2021-24 for your consideration.

Darlene Galambos
City Clerk

RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA SUPPORTING THE FLAGLER MEMORIAL PRESBYTERIAN CHURCH'S SPECIAL CATEGORY GRANT FOR THE ORIGINAL MANSE'S REHABILITATION AND RESTORATION.

WHEREAS, in March 1965, the Flagler Memorial Presbyterian Church and Manse were documented in the Historic American Buildings Survey and subsequently, on May 31, 1974, the property was nominated to the National Register of Historic Places; and

WHEREAS, on August 2, 1983 the Flagler Memorial Presbyterian Church and Manse were included as contributing structures in the Model Land Company National Register Historic District by the U.S. Department of the Interior; and

WHEREAS, the Flagler Memorial Presbyterian Church and Manse are significant for their representations of the Flagler-era architecture, their design by architects John Merven Carrere and Thomas Hastings, and their association with Henry Flagler; and

WHEREAS, the Flagler Memorial Presbyterian Church and Manse property includes the Flagler Mausoleum, the final resting place for Henry Flagler, his first wife Mary Harkness Flagler, their daughter Jennie Louise Flagler Benedict, and her infant daughter Margery Benedict; and

WHEREAS, Hurricanes Matthew and Irma brought significant water and wind to the buildings which resulted in damage which threatened the integrity of the building envelope and architectural details; and

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

Section 1. Support. The City of St. Augustine hereby fully supports the Flagler Memorial Presbyterian Church Society's Special Category Grant application in the Development category to the Florida Division of Historical Resources for the rehabilitation and restoration of the original Manse structure in accordance with the 2022-2023 Special Category Historic Preservation Grants, Formal Solicitation and Applications, April 1, 2021 through June 1, 2021.

PASSED AND ADOPTED by the City Commission for the City of St. Augustine, Florida this 10th day of May 2021.

ATTEST:

_____
Tracy Upchurch, Mayor/Commissioner

_____
Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: May 10, 2021

RE: Discussion Related to Potential Mobility Fees and Mobility Planning

On Monday, April 26, 2021 the City Commission requested information related to potential mobility fees. This memorandum includes a brief description of mobility fees and a status report of the City's mobility planning efforts.

Mobility fees are a mechanism to fund transportation improvements. A mobility fee is charged when a proposed development is determined to have impacts on the city's transportation system. When new construction is submitted to the city for a building permit or an existing use is intensified, the city will determine the property's current impact on the transportation system and compare it to the impact of the proposed development. If there is an increase in transportation impacts, a mobility fee is paid to the city to build improvements which address the increase in impacts. A mobility fee is not limited to commercial real estate development, it can be applied to residential construction as well.

A mobility fee is proportional to the impact on the transportation network. There must also be a clear nexus between the impacts on the network, the mobility fee and the mobility improvements being made with the fee. For example, if a hotel is proposed on a street without sidewalks, the mobility fee could be used to pay for sidewalks in front of the hotel, but not for sidewalks in a different part of the city.

The city's Mobility Plan and any mobility fees must be consistent with the city's adopted Comprehensive Plan and state law. The Mobility Plan envisions a "multi-modal" transportation system and as such, mobility fees can be applied to impacts on all forms of transportation in the plan. These include street intersections, pedestrian sidewalks, bicycle paths, parking shuttles, parking garages, transit circulators, and any other form of mobility outlined in the mobility plan.

As part of the update to the Comprehensive Plan, the City reconstituted and updated the City's *Transportation Element* of the Comprehensive Plan to a full *Transportation and Mobility Element*. Based on Chapter 163.3177(6)(b) Florida Statutes, the *Transportation and Mobility Element* was updated and adopted. The 2040 St. Augustine Mobility Plan was created at the same time the Comprehensive Plan was updated and it is attached for your reference. Updating the City's Comprehensive Plan to be consistent with state law is the first step before considering a mobility fee.

The second step is for the City to adopt an ordinance which removes the outdated language about traffic concurrency in the city code and insert new language which implements the city's mobility efforts, including how mobility fees will be addressed. Essentially, this ordinance would repeal and replace Chapter 21 *Planning and Development*, Article II Concurrency Management in the city code and I refer to the code update as the "enabling legislation" for mobility fees.

The third and final step is to adopt a mobility fee schedule. Adopting mobility fees is not required nor mandatory, the City Commission can choose to establish mobility fees at their discretion. I have attached an example of a mobility fee schedule with this memo and you can see residential development would be charged $0.75/per square feet, new retail development would be charged $3.16/ per square feet and new hotels would be charged $1,230 per room. This fee schedule is not being proposed, it is only an example. There is also a comparison to St. Johns County's impact fees on this table for your reference.

After mobility fees are collected, those fees will be used by the city Public Works Department to pay for public transportation improvements, consistent with the Mobility Plan, which will be prioritize by the City Commission.

STEP 1 – UPDATE THE COMPREHENSIVE PLAN TO COMPLY WITH FLORIDA LAW AND CREATE A MOBILITY PLAN– **COMPLETED**

STEP 2 – UPDATE THE CITY CODE (CHAPTER 21) TO REFLECT THE CHANGES IN THE COMPREHENSIVE PLAN AND TO CREATE ENABLING LEGISLATION TO ALLOW FOR MOBILITY FEES

STEP 3 – ADOPT A MOBILITY FEE SCHEDULE IF DESIRED

The city does not employ professional transportation planners or transportation engineers on staff, so throughout this process, the city has worked with the transportation planning consultant NUE Urban Concepts. NUE Urban Concepts worked with the city to update the Comprehensive Plan and to create the Mobility Plan and they are currently drafting the necessary code amendments to update Chapter 21 of the city code (step 2).

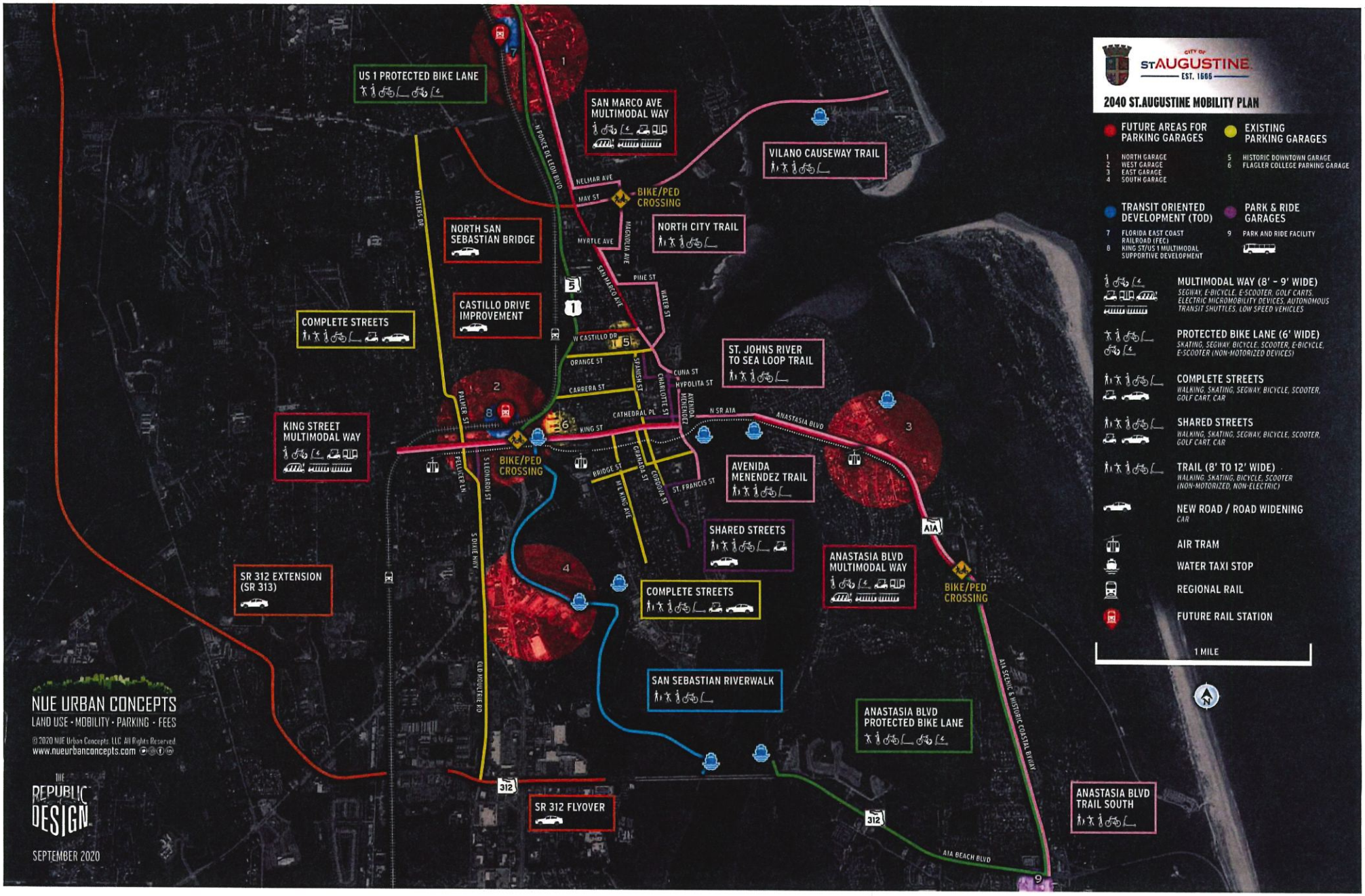
On February 2, 2021, city staff presented the annual list of code amendments to the Planning and Zoning Board for 2021. The mobility plan enabling legislation (step 2) was identified as the third code update for this year.

1. Sign Code updates (required by Supreme Court case)
2. Incorporating food truck clarifications and requirements into the zoning code (required by adopted Florida Statute updates in 2020)
3. **Removing traffic concurrency and adopting mobility planning and the ability to charge mobility fees in Chapter 21 of the city code**
4. Parking Code updates based on the adopted Mobility Plan
5. Changes to the city code that may be necessary based on the results of the Building Code Task Force

Please place this memo on the May 10, 2021 City Commission Agenda for discussion.

David Birchim

David Birchim, AICP
Director, Planning and Building Department


CITY OF ST.AUGUSTINE EST. 1565
2040 ST.AUGUSTINE MOBILITY PLAN
FUTURE AREAS FOR PARKING GARAGES
1 NORTH GARAGE
2 WEST GARAGE
3 EAST GARAGE
4 SOUTH GARAGE
EXISTING PARKING GARAGES
5 HISTORIC DOWNTOWN GARAGE
6 FLAGLER COLLEGE PARKING GARAGE
TRANSIT ORIENTED DEVELOPMENT (TOD)
7 FLORIDA EAST COAST RAILROAD (FEC)
8 KING ST/US 1 MULTIMODAL SUPPORTIVE DEVELOPMENT
PARK & RIDE GARAGES
9 PARK AND RIDE FACILITY
MULTIMODAL WAY (8' - 9' WIDE)
SEGWAY, E-BICYCLE, E-SCOOTER, GOLF CARTS, ELECTRIC MICROMOBILITY DEVICES, AUTONOMOUS TRANSIT SHUTTLES, LOW SPEED VEHICLES
PROTECTED BIKE LANE (6' WIDE)
SKATING, SEGWAY, BICYCLE, SCOOTER, E-BICYCLE, E-SCOOTER (NON-MOTORIZED DEVICES)
COMPLETE STREETS
WALKING, SKATING, SEGWAY, BICYCLE, SCOOTER, GOLF CART, CAR
SHARED STREETS
WALKING, SKATING, SEGWAY, BICYCLE, SCOOTER, GOLF CART, CAR
TRAIL (8' TO 12' WIDE)
WALKING, SKATING, BICYCLE, SCOOTER (NON-MOTORIZED, NON-ELECTRIC)
NEW ROAD / ROAD WIDENING
CAR
AIR TRAM
WATER TAXI STOP
REGIONAL RAIL
FUTURE RAIL STATION
1 MILE
US 1 PROTECTED BIKE LANE
SAN MARCO AVE MULTIMODAL WAY
VILANO CAUSEWAY TRAIL
BIKE/PED CROSSING
NORTH CITY TRAIL
NORTH SAN SEBASTIAN BRIDGE
CASTILLO DRIVE IMPROVEMENT
COMPLETE STREETS
ST. JOHNS RIVER TO SEA LOOP TRAIL
KING STREET MULTIMODAL WAY
AVENIDA MENENDEZ TRAIL
SHARED STREETS
ANASTASIA BLVD MULTIMODAL WAY
SR 312 EXTENSION (SR 313)
COMPLETE STREETS
SAN SEBASTIAN RIVERWALK
ANASTASIA BLVD PROTECTED BIKE LANE
SR 312 FLYOVER
ANASTASIA BLVD TRAIL SOUTH
N POINCE DE LEON BLVD
NELMAR AVE
MAY ST
MYRTLE AVE
MAGNOLIA AVE
SAN MARCO AVE
PINE ST
WATER ST
W CASTILLO DR
ORANGE ST
CARRERA ST
SPANISH ST
CUNA ST
HYPOLITA ST
CHARLOTTE ST
AVENIDA MENENDEZ
CATHEDRAL PL
KING ST
N SR A1A
ANASTASIA BLVD
BRIDGE ST
GRANADA ST
CORDOVA ST
ST. FRANCIS ST
MLK JNG AVE
MASTERS DR
PALMER ST
BELLICE LN
S LEONARDO ST
S DIXIE HWY
OLD MOULTRIE RD
A1A
A1A SCENIC & HISTORIC COASTAL BYWAY
A1A BEACH BLVD
312
NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES
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THE REPUBLIC DESIGN
SEPTEMBER 2020

DRAFT City of St. Augustine Mobility Fee Schedule

Land Use	Unit of Measure	Trip Gen	% New Trips	Person Trip Factor	Person Trip Length	Person Miles of Travel	Mobility Fee	Mobility Fee Per Sq Ft	St. Johns County			
Residential / Lodging												
Residential	per Sq. Ft.	5.10	1.0	1.79	1.96	8.95	$ 751	$ 0.75	$ 6,846	801-1,250 FT^2	Range $5,763 to $12,515	
Hotel / Motel / Bed & Breakfast	per Room	8.36	1.0	1.79	1.96	14.67	$ 1,230	$ 1,230	$ 3,496	Per Room		
RV / Travel Trailer Park	per Space	3.3	1.0	1.79	1.96	5.79	$ 486	$ 486	$ 17,775	Per Acre		
Institutional												
Assisted Living / Nursing	per Sq. Ft.	5.42	0.8	2.17	1.81	8.52	$ 714	$ 0.71	$ 1,120	Per 1,000 FT^2		
Day Care Center	per Sq. Ft.	47.62	0.5	2.17	1.81	46.76	$ 3,923	$ 3.92	--	Calculated		
Places of Worship	per Sq. Ft.	6.95	0.7	2.17	2.31	12.19	$ 1,023	$ 1.02	--	Calculated		
Private School (Pre K-12)	per Sq. Ft.	13.58	0.5	2.13	2.26	16.34	$ 1,371	$ 1.37	$ 1,467	Per 1,000 FT^2		
College / University		23.15	0.5	2.13	2.26	27.85	$ 2,337	$ 2.34	$ 2,035	Per 1,000 FT^2		
Industrial												
Manufacturing / Warehousing / Utility / Industrial /	per Sq. Ft.	4.66	0.7	1.28	2.37	4.95	$ 415	$ 0.42	$ 505	Per 1,000 FT^2		
Retail Fulfillment / Distribution	per Sq. Ft.	7.97	0.7	1.28	2.37	8.46	$ 709	$ 0.71	--	Calculated		
Mini Warehouse / Boat / RVs & Other Outdoor Storage	per Sq. Ft.	1.51	0.7	1.49	1.68	1.32	$ 111	$ 0.11	$ 439	Per 1,000 FT^2		
Recreation												
Marina	per Berth	2.41	0.7	2.34	1.94	3.83	$ 321	$ 321	$ 459	Per Berth		
Movie Theater	per Seat	1.76	0.5	2.34	1.94	2.00	$ 168	$ 168	--	Calculated		
Outdoor Commercial Recreation	per Acre	14.32	0.7	2.34	1.94	22.75	$ 1,909	$ 1,909	$ 715	Per Acre		
Indoor Commercial Recreation / Health Club / Fitness / Yoga	per Sq. Ft.	20.55	0.7	2.34	1.94	32.65	$ 2,739	$ 2.74	$ 5,621	Per 1,000 FT^2		
Community Center / Civic / Gallery / Lodge	per Sq. Ft.	14.54	0.7	2.34	1.94	23.10	$ 1,938	$ 1.94	--	Calculated		
Office												
General / Professional Office	per Sq. Ft.	9.74	0.8	1.28	2.37	11.82	$ 991	$ 0.99	$ 2,719	Per 1,000 FT^2	Range $2,337 to $2,719	
Medical / Dental / Hospital / Clinic / Veterinary	per Sq. Ft.	20.05	0.8	1.43	2.57	29.47	$ 2,473	$ 2.47	$ 6,784	Per 1,000 FT^2		
Retail												
Retail	per Sq. Ft.	37.75	0.6	1.69	1.97	37.70	$ 3,163	$ 3.16	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Bank with drive-thru	per Sq. Ft.	100.03	0.6	1.49	1.68	75.12	$ 6,302	$ 6.30	$ 8,400	Per 1,000 FT^2		
Bar / Club	per Sq. Ft.	28.4	0.9	2.2	2.02	56.79	$ 4,764	$ 4.76	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Convenience Store without gas	per Sq. Ft.	762.28	0.3	1.69	1.97	380.68	$ 31,935	$ 31.94	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Convenience Store with gas	per Sq. Ft.	967.27	0.3	1.49	2.27	490.74	$ 41,168	$ 41.17	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Fast Food / Fast Casual Restaurant with-out drive-thru	per Sq. Ft.	330.70	0.3	2.2	2.02	220.44	$ 18,493	$ 18.49	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Fast Food / Fast Casual Restaurant with drive-thru	per Sq. Ft.	583.51	0.3	2.2	2.02	388.97	$ 32,631	$ 32.63	$ 11,360	Per 1,000 FT^2		
Furniture Store	per Sq. Ft.	6.3	0.9	1.69	1.97	9.44	$ 792	$ 0.79	$ 4,398	Per 1,000 FT^2	Retail 100K to 200k	Range 3,203 to 7,426
Grocery Store	per Sq. Ft.	98.83	0.5	1.69	1.97	82.26	$ 6,901	$ 6.90	$ 4,398	Per 1,000 FT^2	Retail 100K to 200k	Range 3,203 to 7,426
Personal & Business Service	per Sq. Ft.	32.15	0.7	1.82	2.08	42.60	$ 3,574	$ 3.57	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Pharmacy / Dispensary	per Sq. Ft.	99.62	0.5	1.82	2.08	94.28	$ 7,909	$ 7.91	$ 3,740	Per 1,000 FT^2		
Sit Down Restaurant	per Sq. Ft.	98.01	0.4	2.2	2.02	87.11	$ 7,308	$ 7.31	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Superstore	per Sq. Ft.	50.70	0.8	1.69	1.97	67.52	$ 5,664	$ 5.66	$ 4,398	Per 1,000 FT^2	Retail 100K to 200k	Range 3,203 to 7,426
Variety Store / Dollar Store	per Sq. Ft.	63.47	0.6	1.69	1.97	63.39	$ 5,318	$ 5.32	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Vehicle Sales	per Sq. Ft.	27.45	0.9	1.69	1.97	41.13	$ 3,450	$ 3.45	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Vehicle Repair / Service / Tires	per Sq. Ft.	38.02	0.7	1.49	1.68	33.31	$ 2,794	$ 2.79	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Vehicle Wash / Detail	per Sq. Ft.	264.20	0.3	1.49	1.68	99.20	$ 8,322	$ 8.32	$ 3,203	Per 1,000 FT^2	Retail Less than 100K	Range 3,203 to 7,426
Wholesale Club	per Sq. Ft.	41.8	0.8	1.69	1.68	47.47	$ 3,982	$ 3.98	$ 4,398	Per 1,000 FT^2	Retail 100K to 200k	Range 3,203 to 7,426

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, March 22, 2021

The City Commission met in formal session Monday, March 22, 2021 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
Darlene Galambos, City Clerk
Isabelle Lopez, City Attorney
Meredith Breidenstein, Assistant City Manager
Todd Grant, Director, Public Works
David Birchim, Director, Planning and Building
Melissa Wissel, Communications Director
Barry Fox, Police Chief
Laura Morse, Recording Secretary

Mayor Upchurch requested a moment of silence for Erik Veston, City of St. Augustine employee, who had recently passed away.

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Tim Fleming, Christ Church, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Commissioner Blonder requested the addition of the 'Mayor's Monarch Butterfly Pledge' as Item 14.B.

Commissioner Sikes-Kline requested moving Item 14.A. to Item 7.B. *Items of Great Public Importance* to allow Tara Meeks, Tourism Development Director, Tourist Development Council (TDC), to speak on the topic.

MOTION

Commissioner Sikes-Kline MOVED to approve the Regular Agenda as restated. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. Proclamation 2021-03: Proclaims March 2021 as Archaeology Month

Mayor Upchurch read the Proclamation which was accepted on behalf of the City by Dr. Andrea White, Archeologist, City of St. Augustine.

3.B. Proclamation 2021-04: Proclaims April 2021 as Water Conservation Month

Commissioner Horvath read the Proclamation, and Dr. Jennifer Mitchell, Public Communications Coordinator, St. Johns Water Management District,

DRAFT

accepted along with Todd Grant, Director, Public Works, City of St. Augustine.

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:

- Chris Fulmer
- BJ Kalaidi

Public comment was closed.

5. CONSENT AGENDA

John Regan, City Manager, read the Consent Agenda.

CONSENT AGENDA - MARCH 22, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON APRIL 12, 2021:

(None)

CA.3. Reminder of Upcoming Meetings:

- April 12, 2021 - 5pm - Regular City Commission Meeting
- April 26, 2021 - 5pm - Regular City Commission Meeting
- May 10, 2021 - 5pm - Regular City Commission Meeting

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

- January 25, 2021, Regular Commission Meeting
- February 8, 2021, Regular Commission Meeting
- February 22, 2021, Regular Commission Meeting

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

- 107 Plantation Point Drive - Patricia Dunn

CA.6. NOTIFICATION OF PROCLAMATIONS / CERTIFICATES OF RECOGNITION ISSUED:

- Proclamation 2021-05: Proclaiming March 24, 2021 as Education and Sharing Day. *(N. Sikes-Kline, Commissioner)*

CA.7. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION / RECOGNITION. (COMMISSION APPROVAL REQUIRED). {TO BE READ AT A SUBSEQUENT MEETING).

(None)

CA.8. Subrecipient subaward funding agreement between St. Johns County and the City. *(M. Breidenstein, Assistant City Manager)*

CA.9. February financial report. *(M. Simpson, Director, Finance)*

CA.10. Final subdivision plat - Inlet View (replat). *(D. Birchim, Director, Planning and Building)*

CA.11. Appointment to the City of St. Augustine Audit Review Committee. *(D. Galambos, City Clerk)*

CA.12. Invoices to Cavendish Partners, P.A. regarding Masci General Contractor, Inc. v COSA in the amount of $1,534.00 and regarding Marlowe v COSA in the amount of $3,770.00. *(/. Lopez, City Attorney)*

End Consent Agenda

<u>5.A.</u> 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

Item 14.A. '*5th Cent Tourism Bed Tax Option'* discussed here.

Commissioner Sikes-Kline reviewed the topic and advised that the TDC did not take a position at their March 15th meeting, but requested more input from the City of St. Augustine, City of St. Augustine Beach and the community regarding their support of the fifth cent tax levy and intended spending plans. She introduced Ms. Meeks who had prepared a summary letter of modifications ('Letter') from the TDC meeting.[1]

There was lengthy discussion among the Commission and Ms. Meeks regarding the following:

- The Board of County Commissioners (BCC) would have a spending plan and one vote whether to move forward with the fifth cent tax
- A spending plan should have been in place prior to voting for the tax
- Proposal was under legislative authority for State to use revenues from tourism development tax, not local discretionary sales surtax
- Concern with rumor that most spending from fifth cent revenues would fund northern County beach renourishment, which had limited beach access and few benefits for tourists or citizens
- Important mobility and pedestrian access needs would better serve the area
- Previous City discussions to obtain BCC money for tourism impact assistance were unsuccessful, and City required a plan to present items the fifth penny would cover
- TDC tax had more needs than dollars, and the greatest needs and priorities to further tourism development in St. Johns County were under review
- Tourist Development Tax regulated at two levels:
  - State level by Florida statute
  - County level by County ordinance
- The County was eligible to levy a fifth cent tax under State statute, with spending plan required when tax was levied
- TDC sought to modify their development plan via ordinance that carried year to year and dictated how funds could be spent
- County would take allocated funds in Category 3 for beach nourishment and maintenance, and re-locate to Category 5, providing 30% of funds
- Tourism advertising was currently 1.5 pennies, or 36% of funds

At the request of Commissioner Horvath, Ms. Meeks reviewed the funds allocation within the TDC's five-category plan and noted each penny received was worth approximately $3 million which totaled $12 million per year:

Category 1 - Destination Marketing

- Primarily funded visitors and convention bureau contract
- Received 1.5 pennies, or $4.5 million
- 37.5% of annual revenue

[1] Provided to Commission at meeting

Category 2 - Arts and Culture
- Received .5 pennies, or $1.5 million
- 12.5% of annual revenue

Category 3 - Parks and Recreation
- Received .5 pennies, or $1.5 million
- 12.5% of annual revenue

Category 4 - Administrative Special Uses
- Funded variety of items such as staff salaries, fireworks, Nights of Lights, contract service for TPC
- Received .8 pennies, or $2.4 million
- 20% of annual revenue

Category 5 - Tourism Assets
- Received .7 pennies, or $2.1 million
- 17.5% of annual revenue

Mr. Regan stated the City's fundamental interest was tourism infrastructure for parking and mobility; therefore, allocation of one-half of a fifth cent could bond about $20 million, and with user revenues this could finance transportation improvements for the tourism economy.

Commissioner Sikes-Kline requested adding language to the Letter regarding parking and beach access under *'Category 5 Beach Expenditure'.* She stated the discussion genesis centered around re-nourishment dollar needs and she believed the BCC would pass the tax. She reminded the Commission of their previous support and discussions of the fifth penny and money distribution for transportation, infrastructure and operations to combat tourism impacts. She reiterated that the TDC funded fireworks, the Visitor Information Center and the Nights of Lights, and the Commission should think clearly about input, and not objecting to the tax passage.

Commissioner Blonder was not objectionable to the passage of the fifth cent; however, she stated concern with it's allocation to an area that would not address the City's major concerns.

Commissioner Valdes supported the passage but noted the City should demand more of the money distribution, since St. Augustine was the epicenter of attraction to St. Johns County, and the real impacts were within a five-mile radius of the City.

Mayor Upchurch noted his appreciation for Ms. Meeks data, but expressed frustration with a lack of information provided in the Commission packets which prohibited a full understanding of the topic; however, he concurred with Commissioner Blonder's observation that it was problematic to spend monies from tourism development funds for re-nourishment of North Beach. He suggested if the Commission willed the bonding of one-half a penny of TDC money, they should request a mayoral letter providing an example of how the bonding portion could be used for a parking or mobility plan, which would be a compelling argument.

There was Commission consensus to not support the distribution of funds from the fifth cent tax for renourishment of the northern County beaches.

MOTION

Mayor Upchurch MOVED that the Commission go on record that in the event of the passage of an additional fifth cent, that the Commission respectfully request a half a cent of that to be used for the appropriate category and provide an example of how the revenue would be used, bonding in particular. The motion was SECONDED by Commissioner Valdes.

VOTE ON MOTION

AYES: Upchurch, Valdes, Horvath, Blonder, Sikes-Kline
NAYES: None
MOTION APPROVED UNANIMOUSLY

7.C. Other Items Requiring Public Hearing

(None)

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

8.A. Ordinances – Second Reading

(None)

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

(None)

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

(None)

9. ORDINANCES AND RESOLUTIONS - NO PUBLIC HEARING REQUIRED

9.A. Ordinances – First Reading

(None)

9.B. Resolutions

9.B.1. Resolution 2021-12: Establishes a cart fee for new residential customers and a cart swap fee for customers requesting new carts.

Mr. Grant reviewed the Resolution and the involved fees.

The Commission discussed:

- Issue surfaced in 2020 when approximately 115 homes required new carts and fee was not included within the residential garbage collection fee
- Assumed cart stayed with home when sold, but there were many scenarios when that was not the case
- Initial flow-based fees incorporated the $100 cart fee for newly constructed homes and were paid for by developer
- If existing home demolished and carts not available, homeowner would pay fee

Commissioner Sikes-Kline stated she did not support the $100 fee, as the City should supply and include in budget; however, she did support the $30 swap fee.

Commissioner Blonder suggested since solid waste costs were based on weight, that a composting program or waste reduction educational campaign would assist with taxpayer dollars, improve overall sustainability of the City, and reduce the carbon footprint.

Mr. Grant advised the composting program was under discussion, that a residential composting program versus commercial was cost prohibitive and on a volunteer basis, and analysis showed that commercial accounts currently balanced out the cost of residential pickup.

MOTION

Commissioner Blonder MOVED to approve Resolution 2021-12. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION

AYES: Blonder, Horvath, Valdes, Upchurch
NAYES: Sikes-Kline
MOTION APPROVED 4/1

9.B.2. Resolution 2021-13: Supports HB 3409 regarding appropriation for the Lincolnville Museum.

Isabelle Lopez, City Attorney, reviewed the Resolution.

MOTION

Commissioner Horvath MOVED to pass Resolution 2021-13. The motion was SECONDED by Commissioner Sikes-Kline.

VOTE ON MOTION

AYES: Horvath, Sikes-Kline, Valdes,

Blonder, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.3. Resolution 2021-14: Supports HB 3901 regarding appropriation for the West Augustine Care Center.

Ms. Lopez reviewed the Resolution.

MOTION

Commissioner Horvath MOVED to pass Resolution 2021-14. The motion was SECONDED by Commissioner Sikes-Kline.

VOTE ON MOTION

AYES: Horvath, Sikes-Kline, Blonder, Valdes, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.4. Resolution 2021-15: Supports HB 1481 and SB 1988 regarding regulations for vacation rentals.

Ms. Lopez reviewed the Resolution.

MOTION

Commissioner Sikes-Kline MOVED to pass Resolution 2021-15. The motion was SECONDED by Commissioner Valdes.

VOTE ON MOTION

AYES: Sikes-Kline, Valdes, Horvath, Blonder, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.5. Resolution 2021-16: Supports SB 1954, HB 7019 and HB 7021 regarding the Resilient Florida Grant Program and Trust Fund.

Ms. Lopez reviewed the Resolution.

MOTION

Commissioner Sikes-Kline MOVED to pass Resolution 2021-16. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION

AYES: Sikes-Kline, Blonder, Valdes, Horvath, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.6. Resolution 2021-17: Supports SB 1186, HB 1379, HJR 1377, and SJR 1182 regarding ad valorem tax breaks.

Ms. Lopez reviewed the Resolution.

MOTION

Commissioner Blonder MOVED to pass Resolution 2021-17. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION

AYES: Blonder, Upchurch, Horvath, Sikes-Kline, Valdes
NAYES: None
MOTION APPROVED UNANIMOUSLY

10. STAFF REPORTS AND PRESENTATIONS

10.A. Presentation regarding the City's Tree Canopy Enhancement Program

Mr. Grant reviewed the topic and reminded the Commission that two hurricanes and tropical storms had damaged or destroyed right-of-way (ROW) tree canopy. He acknowledged Glabra Skipp, Environmental Program Coordinator, for making great progress with the internal Sustainability Plan and the Tree Canopy Enhancement Program (Program). He advised the Business Recognition Program was forthcoming for Commission review, and the Organic Waste Initiative would be revisited once the opportunity presented to host

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workshops. He thanked the following City personnel for assisting with the Program:

- Reuben Franklin, Director, Public Works
- Isabelle Lopez, City Attorney
- Jamie Perkins, CRA Administrator
- Mark Hartley, Manager, Streets and Grounds

Mayor Upchurch indicated that excellent ideas surfaced from the February 19, 2020 Sustainability Workshop and COVID had hindered progress, but he was optimistic that the workshops would resume soon.

Ms. Skipp delivered the presentation.[2]

The Commission and Mr. Grant discussed:

- Press release on program generated positive feedback
- Homeowner purchase of trees in ROW required application through Utilities / Public Works
- Program designed to enhance entire neighborhood
- Lincolnville Community Rehabilitation Association (LCRA)'s budget potential for Program applications within Lincolnville and Ms. Perkins working with those who lacked resources
- Considered hollies, elms and maples as supplement to live oaks and palms
- Reviewed installation of trees by licensed Contractor avoiding City staff time constraints
- Five tree species allowed which mirrored the City of Orlando program
- Hybrid program would benefit by allowing shared costs between homeowners paying for trees and City planting trees which would be an option in the application for Program
- Reviewed inclusion of many ideas in application, such as 'in memoriam' trees
- Planting only native trees in areas with existing irrigation system to ensure survival, and use a Gator Bag for areas without irrigation system
- Withdrawing funds from Streets and Grounds budget would not impact pressure washing program, which was in Mobility budget
- Partnership with owner under Program included owner's commitment to nurture the tree during early growth phase
- Program addressed importance of resiliency issues, such as flooding

Mr. Grant requested the Commission's approval for the City Manager to direct $10,000 from the Streets and Grounds budget to fund the Program.

Mr. Regan advised he requested that staff create a line-item budget transfer to show funding credibility for the Program, the money would carry into the next fiscal year, and additional monies would be added during the budget process for a more comprehensive figure.

MOTION

Commissioner Sikes-Kline MOVED to allocate the $10,000 via the City Manager. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION

AYES: Sikes-Kline, Upchurch, Valdes, Horvath, Blonder
NAYES: None
MOTION APPROVED UNANIMOUSLY

11. ITEMS BY CITY ATTORNEY

<u>11.A.</u> Legislative Tracking

Ms. Lopez advised that HB 219, which stripped the City's ability to regulate short-term rentals, was scheduled for Committee that day, but was postponed due to conflict with companion SB 522's modification showing favorability to local governments. She noted HB 403 / SB 266 (Home-based Businesses) received a favorable report in Committee and was headed to the Rules Committee.

[2] Attached to original Commission packet

Mr. Regan stated that Representative Cyndi Stephenson inquired about the City's position on HB 883 / SB 60, which prohibited County and City Code Enforcement officials from taking anonymous complaints for code enforcement issues. He asked the Commission to state their position on the issue so he could respond to Representative Stephenson.

There was Commission consensus for a mayoral letter stating the Commission's opposition of HB 883 / SB 60, hence allowing the continuance of anonymous code complaints to ensure matters would not go un-addressed due to citizen fear or neighbor versus neighbor issues.

Mayor Upchurch requested that the City Attorney and City Clerk prepare the appropriate correspondence, and that Mr. Regan express the Commission's appreciation to Representative Stephenson for reaching out regarding the topic.

12. ITEMS BY CITY CLERK

Darlene Galambos, City Clerk, announced that a purchase order had been submitted for audiovisual equipment with expected receipt within 30 to 60 days, and the construction plan details for set-up of this new equipment in the Alcazar Room were being finalized.

The Commission discussed:

- Temporary system for providing higher service level was not simple due to number of issues
- Considering review of Alcazar Room space configuration and current CDC guidelines to provide as much accessibility as possible
- Finding an alternate and temporary venue for Commission meetings, such as Fullerwood School, that enabled audiovisual recording
- Sentiment in community that the Commission was attempting to operate privately was not factual
- Temporary system could be repaired at a significant cost, or utilize second option of alternative venue

Mayor Upchurch indicated his reluctance to utilize another location, which placed City staff with additional work, until they were ensured the Alcazar Room's capacity was adequately used, while following current CDC guidelines.

13. ITEMS BY CITY MANAGER

13.A. Discussion regarding SB 1944 / HB 1567 providing a statutory mechanism for the removal of pole attachments and speed the removal of double poles

Mr. Regan reviewed the topic and corresponding legislation. He advised that when Florida Power and Light (FPL) replaced existing poles with resilient ones, the other utility companies often took years to move their utility which left unsightly double poles. He stated this statutory requirement instructed companies to quickly transfer utilities upon notification and would expedite the removal of double poles and allow FPL to recover the cost for moving them, if necessary.

Mr. Regan asked the Commission to adopt an affirmative position on the two legislative items, then a letter would be prepared for submittal with a subsequent resolution.

MOTION

Commissioner Sikes-Kline MOVED to affirm SB 1944 / HB 1567. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Mr. Regan announced the Fish and Wildlife Commission granted the City $30,000 to remove invasive and non-native plant species, such as Brazilian Pepper, on the entire acreage of Fish Island. He thanked J.B. Miller, Land Development Coordinator, for his hard work to secure the grant.

Mr. Regan announced the City's work with the re-enactment community in St. Johns County to create a re-enactment of the 200th anniversary of Spain's transfer of Florida to the United States. He indicated the City focused on the re-enactment component, while the County handled larger celebration issues, and a presentation on the topic would be forthcoming.

Mr. Regan announced the intent to move forward with planning the Fourth of July fireworks show, following all CDC guidelines, so the City would have flexibility with contracts and plans should the event require cancellation.

14. ITEMS BY MAYOR AND COMMISSIONERS

14.A. 5th Cent Tourism Bed Tax Option

Item moved under 7.B.

Commissioner Blonder advised of recent community requests for mayoral support of a *Monarch Pledge* due March 31st that required a City pledge of support to enhance the monarch butterfly habitat.[3] She noted that habitat loss and climate change were main contributors to a loss of 95% of the eastern and 99% of the western monarch butterfly population, and the education and promotion of milkweed growth was a primary goal to revitalize monarch butterflies.

Mayor Upchurch advised that at the encouragement of the Commission, he would sign the Pledge, but requested the City Clerk prepare a resolution to bring before the Commission.

Commissioner Valdes apologized for missing the previous Commission meeting and thanked the Commission for supporting the work of the Building Code Task Force.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:43 P.M.[4]

_____
Tracy Upchurch, MAYOR

_____
Darlene Galambos, CITY CLERK

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[3] Distributed to the Commission at meeting.

[4] Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, April 12, 2021

The City Commission met in formal session Monday, April 12, 2021 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
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Todd Grant, Director, Utilities
Reuben Franklin, Director, Public Works
David Birchim, Director, Planning and Building
Melissa Wissel, Communications Director
Barry Fox, Police Chief
Laura Morse, Recording Secretary

Mayor Upchurch requested a moment of silence in memory of Mayor George Gardner, who recently passed and had faithfully served the City, and how important it was to remember his contribution.

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Anthony Britton, Serenity Christian Fellowship, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

At the request of Commissioner Blonder, Mayor Upchurch administratively moved *Item CA.8. Approval of Fish Island Preserve Management Plan draft for transmission to Florida Division of State Lands* to *Item 7.D.*

MOTION

Commissioner Sikes-Kline MOVED to approve the Regular Agenda as modified. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

(None)

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

The Commission heard from the following member of the public:

- Chris Fulmer

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Public comment was closed.

5. CONSENT AGENDA

John Regan, City Manager, read the Consent Agenda.

CONSENT AGENDA – APRIL 12, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON APRIL 26:

(None)

CA.3. Reminder of Upcoming Meetings:

Item moved to Item 13.B.

- April 26, 2021, 5pm, City Commission Meeting
- May 10, 2021, 5pm, City Commission Meeting
- May 10, 2021, 5pm, Special Meeting to review Strategic Plan, Mid-Year Budget Analysis
- May 24, 2021, 5pm, City Commission Meeting

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

(None)

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

- William Harding - 1036 Kennedy Drive

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

(None)

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

(None)

CA.8. Approval of Fish Island Preserve Management Plan draft for transmission to Florida Division of State Lands. (*R. Franklin, Director Public Works*)

CA.9. Approval of grant award received to purchase a portable drug incinerator and a marine cellular booster antenna. (*B. Fox, Chief, St. Augustine Police Department*)

CA.10. Approval of confirmation of one board appointment to the General Employees' Retirement Board of Trustees. (*D. Galambos, City Clerk*)

End Consent Agenda

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

At the request of Mr. Regan, Mayor Upchurch administratively moved *Item CA.3. Reminder of Upcoming Meetings* to *Item 13.B. Items by City Manager* to discuss a special review meeting.

5.B. Approval of Consent Agenda

MOTION

Commissioner Horvath MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

6. APPEALS

(None)

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

7.A. General Public Presentations

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7.A.1. Presentation regarding the monument honoring the shrimping and boat building industries of St. Augustine by John Versaggi.

John Versaggi, descendant of the Versaggi Family shrimp pioneers, delivered the presentation. He stated the San Sebastian River needed the monument to commemorate shrimping and boat building industries, and would be at zero cost to the City since it was funded by family descendants of those industries.[1] Mr. Versaggi thanked Mr. Regan, Captain Fleming and Lighthouse staff, and acknowledged those who initiated the project.

Grace Paaso, cousin of Mr. Versaggi, requested the Commission proclaim wild-caught shrimp as St. Augustine's 'official' seafood, and to allow the monument's location at the new marina on the San Sebastian River in recognition of the shrimping and boat building industries.

Mayor Upchurch commended Mr. Versaggi and Ms. Paaso for preserving the community's heritage, thanked them for the presentation and his invitation to the monument dedication, and noted his appreciation for Ed Long and Kathy Fleming for their work.

MOTION

Mayor Upchurch MOVED to ask City staff to prepare an appropriate resolution. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Mayor Upchurch advised the resolution with appropriate wording would be brought back to the Commission.

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

Item CA.8.inserted here as Item 7.D.:

7.D. Approval of Fish Island Preserve Management Plan draft for transmission to Florida Division of State Lands.

Commissioner Blonder stated she requested to pull this item from the Consent Agenda to discuss potential association between the controversial Gate Car Wash proposal to be located near the Fish Island Preserve entrance, and the Fish Island Management Plan ("Plan") draft.

Isabelle Lopez, City Attorney, indicated that to her knowledge there was no connection, and the State was aware of the existing drainage pond easement when they took ownership of the property, as evidenced by emails copied to her between the property owner and State staff members. She advised of the quasi-judicial hearing process, and that should the applicant proceed forward in a manner that impacted protected trees, a public hearing of the Planning and Zoning Board (PZB) would be necessary to avoid inadvertently violating due process rights in the quasi-judicial process.

Commissioner Blonder acknowledged JB Miller, Land Development Coordinator, who drafted the Plan and held extensive background in this process for the St. Johns Water Management District and the Florida Parks Service. She noted the Plan draft was excellent and confirmed it would be sent to Florida Department of Lands for review, and any adjustments would return to the City for amendments prior to formal State adoption.

At the request of Commissioner Blonder, Mr. Miller advised there were no inconsistencies between engaging in the Mayor's Monarch Pledge and the Arthropod Controlled Plan, which was directed towards mosquito control. He stated the mosquito

[1] Additional documents attached to Commission packet

control plan was agreed to by Anastasia Mosquito Control, approved by the State, and was fairly restrictive on larviciding versus adulticiding; however, a mosquito numbers explosion or public health emergency would enact adulticiding by air, although this was not a general practice.

MOTION

Commissioner Blonder MOVED to approve the Fish Island Management Plan. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION

AYES: Blonder, Horvath, Valdes, Sikes-Kline, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

Mayor Upchurch thanked Mr. Miller for his work and expressed appreciation for his expertise and efforts with getting the Plan prepared and approved.

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

8.A. Ordinances – Second Reading

(None)

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

(None)

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

(None)

9. ORDINANCES AND RESOLUTIONS - NO PUBLIC HEARING REQUIRED

9.A. Ordinances – First Reading

9.A.1. Ordinance 2021-07: Revises the City's Sewer Use Ordinance to implement the Environmental Protection Agency Dental Amalgam Rule and pharmaceutical hazardous waste ban.

Todd Grant, Director, Utilities, reviewed the Ordinance, stating it ensured dental facilities did not discard materials that affected the City's treatment system into the drains.

MOTION

Commissioner Sikes-Kline MOVED to approve Ordinance 2021-07 on first reading, place on second reading read by title only and passed. The motion was SECONDED by Commissioner Blonder.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 26, ARTICLE I, SECTION 26-3 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO ADD DEFINITIONS; AMENDING CHAPTER 26, ARTICLE IV, SECTION 26-78 OF THE CODE OF THE CITY OF ST. AUGUSTINE RELATING TO WASTEWATER PRETREATMENT; AMENDING SECTION 26-110 TO PROVIDE REGULATIONS FOR DENTAL AMALGAM AND RENUMBERING THE CURRENT SECTION 26-110; RENUMBERING THE SECTIONS OF CHAPTER 26, ARTICLE V; 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

9.B. Resolutions

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9.B.1. Resolution 2021-18: Opposes Senate Bill 60 and House Bill 883 regarding anonymous code enforcement complaints.

Ms. Lopez reviewed the Resolution and noted the Bills were unfortunately moving through various committees, and there was no harm with City efforts to stop the Bills.

MOTION

Mayor Upchurch MOVED to approve Resolution 2021-18. The motion was SECONDED by Commissioner Sikes-Kline.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Valdes, Blonder, Horvath
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.2. Resolution 2021-19: Supports Senate Bill 19644 and House Bill 1567 regarding the regulation of utility pole attachments and double-pole removal.

Ms. Lopez reviewed the Resolution and noted these Bills were rapidly moving along.

MOTION

Mayor Upchurch MOVED to approve Resolution 2021-19. The motion was SECONDED by Commissioner Sikes-Kline.

Mr. Regan advised the City's Florida Power and Light (FPL) representative expressed awareness of the City's support for this legislation and conveyed FPL's appreciation.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Horvath, Blonder, Valdes
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.3. Resolution 2021-20: Formalizes the rules of the Audit Committee.

Ms. Lopez reviewed the Resolution which reiterated statutory language and added a phrase for Audit Committee duties to '*review and comment*' on the City's Comprehensive Annual Financial Report. She summated the inserted language in Section 1, subsection 6: "….and serve other audit oversight purposes *such as review and comment on the City's Comprehensive Annual Financial Report* as determined by the City Commission."

Mayor Upchurch was amenable to the added Resolution language and mentioned it was crucial to the Audit Committee's work.

MOTION

Mayor Upchurch MOVED to approve Resolution 2021-20 with the amendment as noted by the City Attorney. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION

AYES: Upchurch, Horvath, Blonder, Sikes-Kline, Valdes
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B.4. Resolution 2021-21: Approves the display of certain flags on city owned flag poles, light posts and buildings on specific holidays and occasions.

Reuben Franklin, Director, Public Works, reviewed the Resolution.

Ms. Lopez advised Commissioner Valdes this Resolution did not include the Bridge of Lions which belonged to the FDOT highway system, and the old bridge used to fly American and event-based flags until the City was involved in a federal court lawsuit based on selecting content as to the flag flown. She noted the Resolution limited display to City flagpoles, American flags,

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official City flags, State flags, Spain flags, and Tree City USA.

Commissioner Sikes-Kline stated she fully supported this Resolution, and it was a wonderful way to compensate for the inability to fly flags on the Bridge of Lions.

MOTION

Commissioner Sikes-Kline MOVED to approve Resolution 2021-21. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION

AYES: Sikes-Kline, Horvath, Valdes, Blonder, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

10. STAFF REPORTS AND PRESENTATIONS

10.A. Presentation of the 2020 Uniform Crime Report statistics.

Barry Fox, Chief of Police, delivered the presentation, which included a review of crime categories, statistical information and the City's Community Outreach Program.[2] He highlighted the following:

- Crime Rate was at a 26-year low and was half of the 2013 numbers according to Florida Department of Law Enforcement (FDLE)
- Population of St. Augustine increased, but crime rate declined approximately 30% over past five-years
- Attributed crime reduction to proactive law enforcement, stabilized work force, recruitment, and retainment of officers who cared for City and community, but COVID also left many 'bad actors' home who did not commit crimes
- Crime rate based on total numbers of seven index crimes divided by population, then multiplied by 100,000 to be comparative to other communities
- Reported Index Crimes decreased significantly over past five-years
- Violent Crime rate significantly decreased in 2020
- City averaged one homicide every three years which yielded 100% increase due to low numbers
- Robberies had a 35% decrease
- Sexual assaults decreased 42%
- Aggravated assaults decreased 23%
- Property Crime rate increased; however, because population accelerated so quickly, this neutralized the numbers
- Community Outreach Program included Council on Aging to assist the elderly
- Two officers were assigned to Community Outreach Program who assisted with social security and veteran benefits, medicines, and transport to doctors
- Homeless with mental health issues were referred to Stewart Marchman Act (SMA) and medication was key; however, a lack of resources led to use of other substances

In response to Mayor Upchurch's request for an update on St. Augustine Police Department (SAPD)'s FDLE accreditation, Chief Fox advised that accreditation began at 8:30 a.m. on April 13th and would proceed for three days. He noted the attendance of a June 24th Orlando conference would follow for approval from the accreditation board, at which time the SAPD would join State accredited agencies.

Commissioner Valdes stated his appreciation for the report, Chief Fox and all SAPD officers who protected the community.

11. ITEMS BY CITY ATTORNEY

11.A. Legislative tracking. (No presentation)

Ms. Lopez advised the West Augustine and Lincolnville appropriation bills were being

[2] Attached to original minutes

monitored and were moving into their respective sub-appropriation bills.

11.B. Urging support of an amendment to Senate Bill 284 and House Bill 55 to add "overlay zone" as an itemized exception.

Ms. Lopez reviewed the topic and requested a mayoral letter of support with slightly amended language. She noted much work with the community was done to create the entry corridors, and they did not want this lost through State pre-emption.

MOTION

Commissioner Horvath MOVED to provide authorization for the Mayor to write a brief letter supporting the Bills generally with the minor modification noted. The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

12. ITEMS BY CITY CLERK

12.A. Notification of three term expirations on the City Employees' Retirement System as of June 30, 2021 requiring one person to be elected by city employees and two persons appointed by the City Commission.

Darlene Galambos, City Clerk, reviewed the item.

12.B. Discussion of the recommendation to complete the Mayors Monarch Pledge for monarch butterfly conservation.

Ms. Galambos reviewed the topic and noted the deadline was extended through April 30th. She stated the Mayor's Monarch Pledge ("Pledge") had approximately 30 different initiatives; therefore, five staff members were delegated to assist, and fortunately one staff member was a butterfly 'hobbyist' and another an expert on butterfly habitat. She noted the program could be grown over the years with initiatives added as staff deemed necessary, and the proclamation would be combined with Garden for Wildlife in May.

Commissioner Blonder commended staff for their terrific job with synthesizing the wealth of information that came with the Pledge.

MOTION

Commissioner Blonder MOVED to support the recommendations as provided by the City Clerk.[3] The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Sikes-Kline thanked Commissioner Blonder for bringing the Pledge to the Commission and stated it provided many opportunities.

Commissioner Blonder noted there were many other listed endangered species in the urban environment, including the Anastasia beach mouse, several species of sea turtles and the Florida manatee. She asserted the City was lucky to have biodiversity and the Pledge was the first step that called attention to, and raised awareness of, what historical and natural resource treasures existed, and these species could be emblematic of the City's distinctiveness.

Commissioner Valdes discussed the inability of the City to protect wildlife within City limits for lack of being able to post 'no wake', 'manatee' and 'sea turtle' zones in the State-owned Sebastian River. He advised the Commission that City staff was asked to seek legal measures to provide the City with ability to post and enforce signs due to the increased River activity.

Ms. Lopez informed the Commission of the challenge with data, analysis and science required to convince the State to allow the City to post signs on the River; however, she noted that in the interim Mr. Regan was looking at posting informational signs for

[3] Included in original Commission packet

citizen awareness regardless of whether a regulation existed.

Mr. Regan stated that affecting change involved much collaboration with other agencies, volunteers and groups to assimilate data for the State; however, this opportunity allowed the City to deepen the relationship with Flagler College and other regional environmental groups.

Mayor Upchurch was amiable to simple informational signs. He believed people wanted to do the right thing and Mr. Regan's intentions were an excellent first step.

13. ITEMS BY CITY MANAGER

13.A. Discussion regarding Senate and House bills defining "Craft Distillery" and amending City definitions to incorporate same.

Mr. Regan discussed the anticipated passage of Senate Bill 46 / House Bill 737, noting it lowered the entry barrier to sell inexpensive alcohol and bypassed normal regulatory schemes. He credited the City legal team with creating a simple solution, and asked Ms. Lopez to elaborate.

Ms. Lopez indicated the amendment to the State statute allowed anyone with a small still to turn into a large bar, and City zoning allowed bars as a permitted use, use by exception, or they were not allowed, and 'craft distillery' was a simile for a sit-down bar which would need to abide by zoning. She stated the challenge was the variety of names used for bars from 'speakeasys' to 'cocktail lounges' and amending the City definition of these establishments simplified this; therefore, businesses selling alcohol by the glass for on-site consumption that were not a restaurant or did not have a short-term event license, would be deemed and regulated as a bar.

Ms. Lopez requested the Commission's permission to draft an ordinance.

MOTION

Commissioner Sikes-Kline MOVED to move forward with the development of an ordinance to address what was explained to the Commission by the City Attorney. The motion was SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.

Consent Agenda Item CA.3.reviewed here:

13.B. Reminder of Upcoming Meetings.

Mr. Regan advised the May 10th, 2021 Special Meeting to review Strategic Plan and Mid-Year Budget Analysis had been incorrectly posted for 5:00 P.M. instead of the morning; however, scheduling conflicts required postponement to a time amiable to the Commission. He reviewed the corrected upcoming meeting schedule:

- April 26, 2021, 5pm, City Commission Meeting
- May 10, 2021, 5pm, City Commission Meeting
- May 24, 2021, 5pm, City Commission Meeting

Commissioner Sikes-Kline MOVED to pass the corrected meeting schedule and accept it into the Consent Agenda. The motion was SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.

Ms. Galambos suggested that dates would be presented to the Commission at the April 26, 2021 meeting.

14. ITEMS BY MAYOR AND COMMISSIONERS

Commissioner Blonder reminded the Commission of the fifth-cent tourist tax mayoral letter and noted the recent spring break crowd caused traffic gridlock which affected quality of life, tourist experience and economic productivity. She requested to go on record as imploring the County

DRAFT

Commissioners to support the City's request for the half cent to combat this issue.

Mayor Upchurch stated the tax direction should be monitored in the event the Commission required a more pro-active approach to individually address County Commissioners to ensure the City's position was well known and understood.

Commissioner Blonder advised she received a letter from Dr. Markus Naser, Lord Mayor of Rothenburg in Germany, who did three exchange academic semesters between the University of Wurzburg and Flagler College. She read his letter, distributed a book sent for each of the Commissioners, and advised of his request to meet with the Commission in the future.[4] She noted that Rothenburg shared a keen focus on historical preservation, was a famous tourist destination similar in size to St. Augustine, and was the inspiration for the German pavilion at Disney's Epcot Center.

Commissioner Sikes-Kline stated the roar of spring break brought things back to life in the City and that her recent ride along with Chief Fox on St. Patrick's Day reminded her of the night life issue placed on hold due to COVID. She reminded the Commission that staff had worked quietly on an ordinance and she requested the Commission's consent for a presentation to bring the topic back on track, since the issue would only increase.

Mayor Upchurch noted that Commissioner Sikes-Kline had championed the topic, he appreciated that she brought it forward, and he was favorable to a staff presentation once prepared.

There was Commission consensus to place the night lift topic on an upcoming Agenda.

Mr. Regan advised a presentation would be scheduled as soon as possible.

[4] Provided to Commission at meeting

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:21 P.M.[5]

_____
Tracy Upchurch, MAYOR

_____
Darlene Galambos, CITY CLERK

[5] Transcribed by Laura Morse

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CITY OF ST. AUGUSTINE

Community Redevelopment Agency
Regular Meeting
March 22, 2021

The Community Redevelopment Agency met in formal session Monday, March 22, 2021 at 4:09 P.M. in the Alcazar Room. The meeting was called to order by Chairman Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Chairman *(arrived at 4:08 PM)*
Nancy Sikes-Kline
Roxanne Horvath
John Valdes
Barbara Blonder

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Director, Planning & Building
Todd Grant, Director, Public Works
Reuben Franklin, Director, Public Works
Barry Fox, Chief of Police
Melissa Wissel, Communications Director
Laura Morse, Recording Secretary

2. General Public Comment

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

- BJ Kalaidi

Public comment was closed.

3. Agenda

3.A. Update regarding Lincolnville Community Redevelopment Area (LCRA)

Jamie Perkins, CRA Administrator, delivered a presentation providing the history and overview of the LCRA and three current projects.[1] She advised the Agency that an approval or denial on a budget allocation item was necessary under Item 3.A.3, in order to move into the construction phase of those LCRA projects.

3.A.1. Fix It Up Grant Program

Ms. Perkins reviewed the Program. She advised that qualified applicants were eligible to receive up to $20,000 for completion of home repairs, and an opportunity existed to assist eight more qualified property owners with the approximate $160,000 that remained in the budget for the year.

3.A.2. Neighborhood Improvement Beautification and Mobility

Ms. Perkins reviewed the topic. She advised the City had contracted with Kimley-Horn to provide design services related to neighborhood beautification, and they were collecting data on trees and the right-of-way (ROW) in Lincolnville which would be a vital component to the Tree Planting Masterplan and Urban Forestry projects. She noted the

[1] Attached to Agency packet

Community Redevelopment Agency (CRA) funded $300,000 towards the DeHaven and South Street projects.

3.A.3. Institutional Rehabilitation Program

Ms. Perkins reviewed the Program, existing projects, and funding allocation. She noted that Paul Arnaldo and Joe Nealon of Allstate Construction, Inc. and Ken Smith of Kenneth Smith Architects, Inc. were present to answer questions. She highlighted the following:

- Two new applications would be presented to LCRA Steering Committee at the April 19th meeting:
  - Greater St. Mary Missionary Baptist Church
  - Fountain of Youth Lodge 649
- Historic Structure Report outlined Phase 2 needs of First Baptist Church:
  - Ongoing structural repair
  - Elevator for ADA compliance
  - Completion of interior and exterior parsonage rehabilitation
- Construction costs were $100,000 over budget for St. Paul AME project, and $200,000 over budget for the current phase of First Baptist Church
- Labor and materials prices within construction industry had immensely increased; however, costs carefully vetted and best pricing reached
- Could not liquidate construction price total, since substantial amount of overage was for allowances or contingencies, and allocating funds eliminated need to return to the Agency which would place the project on hold
- If funds were not liquidated, remaining funds could be added to Phase 2 of First Baptist Church completion, or returned to the future projects purse

Ms. Perkins asked the Agency to consider the move of $800,000 from the future projects line item, with allocation of $100,000 to St. Paul AME, $200,000 to First Baptist Church Phase 1, and $500,000 to First Baptist Church Phase 2.

MOTION

Mayor Upchurch MOVED to transfer a total of $800,000 out of future projects line item, of that $100,000 would go for the St. Paul's AME Project, $200,000 for First Baptist Church Phase 1, and then $500,000 would be available for First Baptist Church Phase 2. The motion was SECONDED by Commissioner Sikes-Kline.

The Commission discussed:

- Largest portion of ongoing projects were from Fix It Up Grant Program
- Park renovation not listed in Program, but was in the Redevelopment Plan and could be discussed with the Agency for next fiscal year
- $25,000 left in the future budgets line item, after transfer of $800,000
- Funds for design phase allocated for MLK Avenue, and in next fiscal year funds would be allocated for construction phase
- State support for the Lincolnville Museum funding allocation from the CRA was challenging since the Museum was a State-owned facility with particular requirements that did not mesh with the City's funding requirements

Commissioner Valdes stated for the record that the industry was experiencing significant price increases for many reasons and working with allowances, or time and material, with only $25,000 remaining in the budget, left little room for overrun and orders for inventory should be placed immediately as soon as this was funded.

Ms. Perkins advised Allstate Construction was ready to move ahead quickly as soon as the Agency gave permission to proceed forward.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Valdes, Horvath, Blonder
NAYES: None
MOTION APPROVED UNANIMOUSLY

3.B. Community Redevelopment Agency Annual Report Presentation by Jaime D. Perkins, CRA Administrator

Ms. Perkins reviewed the topic and noted the Report was required by March 31st each calendar year in compliance with Florida Legislation, Chapter 163, and was available on the City's website and social media outlets and included the following:[2]

- Implemented projects
- Agency financial data and statements
- Executive Summary
- COSA Community CRA
- Historic Transportation and Parking CRA
- LCRA
- Acknowledgment of those who assisted with CRA throughout fiscal year

At the request of Commissioner Blonder, Ms. Perkins advised that the allocation between the LCRA's three different focal areas changed based on the needs and funds spent in each area the prior year.

4. Items by Mayor and Commissioners

Mayor Upchurch thanked Ms. Perkins for the presentation, Allstate Construction for their representation and Ken Smith for his expertise and love of St. Augustine.

Commissioner Horvath stated how excited she was regarding the topic and she could not wait to see it come to fruition.

Commissioner Blonder commended Ms. Perkins for her leadership and noted that her role in these endeavors was a new opportunity for the City.

Commissioner Valdes requested that Ms. Perkins take many photographs and place them on Facebook.

5. Items by City Staff

(None)

6. Adjournment

There being no further business, the meeting was adjourned at 4:35 P.M.[3]

_____
Tracy Upchurch, Chairperson

_____
Darlene Galambos, CITY CLERK

[2] Attached to original minutes

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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: May 10, 2021

RE: American flag at City Hall in honor of George Gardner

With the recent passing of former St. Augustine Mayor George Gardner, I respectfully request the American flag in front of City Hall to be raised at half-staff on Sunday, May 23, 2021.

As part of our protocol to honor former elected officials when they die, the City of St. Augustine flies the American flag in front of City Hall at half-staff on the day of their internment. However, given how things are not "normal" due to COVID, and we are uncertain of final arrangements, this day, which would have been Mayor Gardner's 84th birthday, has been selected.

I believe this is an important and symbolic gesture to recognize Mayor Gardner and his lasting contributions to the community appropriately.

Respectfully,

John P. Regan, P.E.
City Manager

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: April 23, 2021

RE: Consent Agenda Item
Subrecipient Subaward Funding Agreement - Revised

Please place on the Consent Agenda for the May 10, 2021 Commission Meeting, the *Coronavirus Aid, Relief, and Economic Security Act And Local COVID-19 Response Municipal Subrecipient Subaward Funding Agreement By and Between St. Johns County and The City of St. Augustine.*

This agreement was approved in March but after deliberation and consultation with staff at the Board of County Commissioners it was decided to amend the request for reimbursement. The attached contains an amended attachment C and only requests reimbursement for Fire Department salaries. The total amount of reimbursement remains the same at $1,500,000. Once executed, staff will work with the County to request reimbursement and provide all needed documentation.

Feel free to contact me with any questions.

Sincerely,

Mark E. Simpson, CPA
Director, Financial Services

Attachment

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT
AND
LOCAL COVID-19 RESPONSE
MUNICIPAL SUBRECIPIENT SUBAWARD FUNDING AGREEMENT
BY AND BETWEEN
ST. JOHNS COUNTY
AND
THE CITY OF ST. AUGUSTINE

This Agreement is made and entered into by and between St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of St. Augustine, a Florida Municipal entity, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), section 601(d) of the Social Security Act, signed into law on March 27, 2020, created the Coronavirus Relief Fund (CRF), which provides $150 billion in direct assistance for domestic governments; and

WHEREAS, the CRF provided Florida with $8,328,221,072, with 55% allocated to the State of Florida and 45% allocated to counties within the State of Florida; and

WHEREAS, the Florida Division of Emergency Management (Division) received the funds from the United States Department of Treasury (Department of Treasury) through the State of Florida, and is authorized to disburse the funds to the counties; and

WHEREAS, eligible expenditures of the funds may only be used to cover costs that: (1) are necessary expenditures incurred due to the COVID-19 public health emergency; (2) were not accounted for in the county's budget most recently approved as of March 27, 2020; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, on June 30, 2020, the COUNTY executed a CARES Act Funding Agreement with the Division, providing for an initial disbursement of $11,545,806, which represents 25% of the total amount of funding allocated to the COUNTY; and

WHEREAS, on October 27, 2020, the COUNTY executed Amendment No. 1 to the CARES Act Funding Agreement, providing the COUNTY a total allocation of funding up to an amount not to exceed $46,183,223, and approving the COUNTY's CARES Act Funding Appropriation Plan (Plan); and

WHEREAS, the COUNTY's approved Plan included an allocation of CARES Act funding to SUBRECIPIENT for reimbursement of eligible expenditures associated with SUBRECIPEINT's response to the COVID-19 public health emergency; and

WHEREAS, the Department of Treasury subsequently issued further guidance regarding eligible expenditures, and based upon such guidance the COUNTY established the Local COVID-19 Response Program (Program); and

WHEREAS, the COUNTY amended the Plan to allow for the allocation of COUNTY Program funds to SUBRECIPIENT for reimbursement of eligible expenditures associated with SUBRECIPEINT's response to the COVID-19 public health emergency; and

WHEREAS, the COUNTY and SUBRECIPIENT seek to enter into this Agreement for the purposes detailing the parties' respective duties and obligations associated with subawarding to the SUBRECIPIENT a portion of the COUNTY'S CARES Act funding and awarding to the SUBRECIPIENT a portion of the COUNTY's Program funding, each to be used by the

SUBRECIPIENT as reimbursement for the SUBRECIPIENT's eligible expenditures incurred due to the COVID-19 public health emergency.

NOW, THEREFORE, in consideration of the mutual understanding and covenants set forth herein, the COUNTY and SUBRECIPIENT agree and stipulate as follows:

1. **Duration of Agreement**

   This Agreement shall be effective beginning on March 1, 2020, and shall expire on December 30, 2021, unless (i) terminated earlier in accordance with Section 15 of this Agreement; (ii) extended by a mutually agreed-upon, written amendment to this Agreement; or (iii) otherwise extended through enactment of applicable state or federal legislation. As applicable, this Agreement shall survive and remain in effect after expiration or early termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

2. **Period of Performance**

   For purposes of this Agreement, "Period of Performance" means the timeframe during which the SUBRECIPIENT may seek reimbursement of eligible expenses incurred in carrying out the work authorized under this Agreement. In accordance with guidance issued by the U.S. Department of Treasury, in order for a cost to be properly incurred and allowable for funding under this Agreement, performance or delivery must occur during the Period of Performance. The Period of Performance for this Agreement commenced on March 1, 2020 and shall end on December 30, 2021, unless (i) terminated earlier in accordance with Section 15 of this Agreement; (ii) extended by a mutually agreed-upon, written amendment to this Agreement; or (iii) otherwise extended through enactment of applicable state or federal legislation. All reimbursement requests submitted in accordance with Section 5 of this Agreement must be submitted by SUBRECIPIENT to the COUNTY by no later than November 30, 2021. If corrective action is required on any reimbursement request pursuant to Section 5(d) of this Agreement, those corrections are required to be submitted by the SUBRECIPIENT to the COUNTY within ten (10) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections. Reimbursement requests submitted after November 30, 2021 are subject to denial at the sole discretion of the COUNTY.

3. **Scope of Work**

   The SUBRECIPIENT agrees to perform the projects listed in Attachment C - Scope of Work. The Scope of Work may be amended, upon mutual written agreement.

   Projects included in the Scope of Work, including amendments, shall only include necessary expenditures incurred due to the public health emergency with respect to the COVID-19, not accounted for in the budget most recently approved as of March 27, 2020, up to the amount set forth in the Scope of Work (as amended).

   The SUBRECIPIENT acknowledges and agrees that guidance and frequently asked questions (FAQs) documents have been provided by the United States Department of Treasury are not authoritative in regard to determining whether expenditures are eligible for use of the CRF Fund provided by the CARES Act and all such determinations are ultimately the responsibility of the SUBRECIPIENT.

Submission, review, approval and execution of amendments to the Scope of Work are hereby delegated by mutual agreement by the governing bodies of both the SUBRECIPIENT and COUNTY as follows:

a. The SUBRECIPIENT hereby delegates authority to the following municipal employee(s) to submit amendments to the Scope of Work:

Mark Simpson
Financial Services Director
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

b. The COUNTY hereby delegates authority to the following County employee(s) to review, approve and execute amendments to the Scope of Work:

Hunter S. Conrad, County Administrator
500 San Sebastian View
St. Augustine, FL 32084

4. <u>Payments</u>

a. The COUNTY will make payments to the SUBRECIPIENT on a cost-reimbursement basis from either the COUNTY'S CARES Act funding or the COUNTY's Program funding.

b. The funding source for each payment shall be acknowledged in writing by both the COUNTY and SUBRECIPIENT upon disbursement, and such written acknowledgement shall amend and be made part of this Agreement.

c. SUBRECIPIENT shall not subgrant any funds provided under this Agreement to another entity, whether public or private.

d. The initial payment disbursed under this Agreement shall be made from the COUNTY's Program funds in an amount not to exceed one million, five hundred thousand and 00/100 Dollars ($1,500,000), for the purpose of reimbursing SUBRECIPIENT for expenditures incurred and paid on projects included in the Scope of Work.

e. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding provided under this Agreement is limited to the amount authorized and appropriated by the St. Johns County Board of Commissioners. This Agreement is neither a general obligation of the COUNTY, nor is it backed by the full faith and credit of the COUNTY.

f. The COUNTY will make payments on a cost reimbursement basis to SUBRECIPIENT for only those eligible expenditures specified in the approved Scope of Work (as amended).

g. Failure to timely complete any project specified in the approved Scope of Work (as amended) shall constitute cause for the termination of funding for that project.

h. **SUBRECIPIENT agrees to be responsible for the repayment of funds to the COUNTY for any disbursements that the COUNTY, the Division, the Inspector General of the United States Treasury, or other State and/or Federal government official determines are ineligible payments from the Plan or Program**

5. **Invoicing and Progress Reporting**

a. The SUBRECIPIENT agrees to utilize Attachment A – Funding Justification Form and Attachment B – Certification Regarding Debarment Form.

b. In order to obtain reimbursement for eligible expenditures, SUBRECIPIENT must file with the COUNTY its request for reimbursement and any other information required to justify and support the Reimbursement Request.

c. Each Reimbursement Request made under this Agreement must include a certification, signed by an official delegated by the SUBRECIPIENT (as described below), which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Coronavirus Aid, Relief, And Economic Security Act and Local COVID-19 Response Municipal Subrecipient Subaward Funding Agreement or the Local COVID-19 Response Program. I further certify that the expenditures included on this report have not been reimbursed by other local, state, federal or insurance funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

d. The governing body of the SUBRECIPIENT delegates authority to the following individual(s) to submit and execute any Reimbursement Requests, certifications, or other necessary documentation on behalf of the SUBRECIPIENT:

Mark Simpson
Financial Services Director
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

e. The COUNTY will review all Reimbursement Requests by comparing required backup documentation provided by the SUBRECIPIENT against the approved Scope of Work (as amended).

f. A Reimbursement Requests that includes only eligible expenditures shall be considered a proper invoice. Reimbursement Requests that include expenditures not approved in the Scope of Work, or expenditures determined to not meet applicable eligibility requirements shall be considered improper invoices.

Reimbursement Request that do not include required backup documentation shall be considered improper invoices. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable.

g. The COUNTY will not reimburse the SUBRECIPIENT for any payments determined to be an "improper payment". Any "improper payment" is considered to be an ineligible expenditure under this Agreement. The term "improper payment" means or includes:
    i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
    ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents the COUNTY from discerning whether a payment was proper.

h. **As applicable, reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible payments from the CRF provided by the CARES Act. However, the COUNTY's provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY, the Division, Inspector General of United States Treasury, or other Federal and/or State government official to be ineligible.**

i. Reimbursement Requests shall be submitted to:

    Jesse Dunn, Director for the Office of Management & Budget,
    St. Johns County Board of County Commissioners
    500 San Sebastian View
    St. Augustine, FL 32084

j. Upon request, the SUBRECIPIENT shall provide additional program updates or information that may be required by the COUNTY.

6. <u>Duplication of Benefits</u>

The SUBRECIPIENT certifies that it has not received, nor will it receive other local, state, federal or insurance funds that will be used for the expenses reimbursed in accordance with this Agreement, other than SUBRECIPIENT's own funds. SUBRECIPIENT acknowledges and expressly understands that it may not receive duplication of benefits to reimburse any of SUBRECIPIENT's COVID-19 public health emergency related expenses that are reimbursed by this Agreement.

7. Recoupment / Subsequent Determination of Ineligibility

a. SUBRECIPIENT agrees that, **NOTWITHSTANDING ANY OPINION (INCLUDING DETERMINATIONS PROVIDED IN WRITING) OF ELIGIBILITY THAT MAY BE PROVIDED TO SUBRECIPIENT BY ANY COUNTY EMPLOYEE, CONTRACTOR, OR ELECTED OFFICIAL,** if any funds provided to SUBRECIPIENT in accordance with this Agreement are determined by the Inspector General of the United States Treasury, COUNTY, the Division or other authorized federal/state official or agency, to have been used by the SUBRECIPIENT in a manner inconsistent with this Agreement or any applicable rule, regulation or law, and are recouped by either the federal government or the State of Florida from the COUNTY, the SUBRECIPIENT will reimburse the COUNTY for all amounts recouped that were provided to the SUBRECIPIENT.

b. All refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to the order of "St. Johns County," and mailed directly to the following address:

   Lon Stafford, CPA, Chief Financial Clerk
   St. Johns County Clerk of the Circuit Court and Comptroller
   Richard O. Watson Judicial Center
   4010 Lewis Speedway
   St. Augustine, FL 32084
   Attention: Coronavirus Relief Fund Refunds

c. Any recoupment reimbursement request made in accordance with the above shall be repaid by the SUBRECIPIENT to the COUNTY within thirty (30) days of the COUNTY making such request. If the SUBRECIPIENT does not repay the COUNTY within the thirty (30) days, the SUBRECIPIENT shall be subject to withholding of other funds due the SUBRECIPIENT from the COUNTY as described below.

d. As a condition of funding under this Agreement, the SUBRECIPIENT agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any disbursement to the COUNTY, by the federal or state government, upon a determination by the COUNTY, the State of Florida, or authorized representative of the federal government that funds exceeding the eligible costs have been disbursed to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT also agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any other funding administered by the COUNTY.

   The SUBRECIPIENT understands and agrees that the COUNTY may offset any funds due and payable to the SUBRECIPIENT until the debt to the COUNTY is satisfied. In the event funds are withheld, the COUNTY will notify the SUBRECIPIENT of the reclassification of the funds originally provided under this Agreement (subsequently determined ineligible, but not repaid by the SUBRECIPIENT) that shall now be classified as funding provided under the program from which the funds were withheld, so that the proper accounting can be made by the SUBRECIPIENT.

8. Compliance with Laws, Rules and Regulations

The SUBRECIPIENT certifies compliance and agrees to comply with all applicable federal, state and local laws, rules, regulations and Executive Orders applicable to the funds granted in accordance herewith. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

9. Contact

a. The COUNTY'S designated contact(s) shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the COUNTY's liaison(s) with the SUBRECIPIENT. As part of his/her duties, the designated contact(s) for the COUNTY shall:

   i. Monitor and document SUBRECIPIENT performance; and,

   ii. Review and document all deliverables for which the SUBRECIPIENT is responsible for providing to COUNTY.

b. The COUNTY'S designated contact(s) for this Agreement is:

   Joseph Giammanco, Interim Director, Emergency Management
   St. Johns County Board of County Commissioners
   500 San Sebastian View
   St. Augustine, FL 32084

c. The name and address of the representative of the SUBRECIPIENT responsible for the administration of this Agreement is:

   Mark Simpson
   Financial Services Director
   City of St. Augustine
   P.O. Box 210
   St. Augustine, FL 32085
   Telephone: (904) 825-1030
   Email: MSimpon@citystaug.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be promptly provided to the other party in writing via letter or email.

10. Monitoring

a. The SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met; program reporting and Scope of Work are being accomplished within the specified time periods; and, other performance goals are being achieved. A review shall be done for each function or activity in this Agreement, and reported in each Request for Funds.

b. As applicable, SUBRECIPIENT shall provide the COUNTY and auditors, as well as any federal auditor or inspector general, right to access to the SUBRECIPIENT's records and financial statements as necessary for the COUNTY to meet the requirements of 2 C.F.R. Part 200. The right of access also includes

timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

c. The SUBRECIPIENT agrees to submit to monitoring of its activities by the COUNTY as necessary to ensure that payments are used for authorized purposes, in compliance with applicable local, state and federal regulations, and the terms and conditions of this Agreement.

11. Federal Award Identification pursuant to 2 C.F.R. Section 200.331(a)(1)

As applicable, SUBRECIPIENT acknowledges that federal funds provided under this Agreement are provided by the U.S. Department of Treasury, CRF established within section 601 of the Social Security Act, as added by section 5001 of the CARES Act.

The SUBRECIPIENT acknowledges that the amount described in Section 4 of this Agreement represents the total amount of federal funds obligated and committed by the COUNTY to the SUBRECIPIENT, that this award is not R&D pursuant to 2 C.F.R. 200.331(a)(1)(xii), and that further, no indirect costs may be billed under this Agreement.

12. Applicability of 2 C.F.R. Part 200 and SUBRECIPIENT Status

As a condition of receiving federal funds under this Agreement, SUBRECIPIENT agrees to comply with all applicable requirements set forth in 2 C.F.R. § 200.303 regarding internal controls and 2 C.F.R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F related to audit requirements.

The SUBRECIPIENT understands that while current guidance from the Department of Treasury has indicated only the above sections of 2 C.F.R. Part 200 apply to the CRF, the United States Department of Treasury or the Inspector General of the United States Treasury may later interpret additional parts of 2 C.F.R. Part 200 to apply. In such event, it would be the responsibility of the SUBRECIPIENT to comply with these additional requirements. As such, while not required, the COUNTY recommends that SUBRECIPIENT follow all parts of 2 C.F.R. Part 200 related to the receipt and use of federal funds.

In receiving federal funds under this Agreement, SUBRECIPIENT understands the COUNTY considers SUBRECIPIENT to be a SUBRECIPIENT in accordance the determination prescribed in §200.330, SUBRECIPIENT and contractor determinations, and agrees to such determination.

13. Single Audit

a. To the extent that any payments provided under this Agreement are acknowledged by the parties as federal financial assistance, then the SUBRECIPIENT shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and Federal Single Audit Act (31 U.S.C. §§ 7501-7507).

b. In accounting for the receipt and expenditure of federal funds under this Agreement, the SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. As applicable, SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the COUNTY no later than nine (9) months from the end of the SUBRECIPIENT's fiscal year.

d. As applicable, SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of the SUBRECIPIENT, to the COUNTY at the following address:

Jesse Dunn, Director for the Office of Management & Budget
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

e. As applicable, SUBRECIPIENT shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at: http://harvester.census.gov/fac/collect/ddeindex.html

f. Treasury has stated that CFDA # 21.019 is pending registration for funds provided under this Agreement.

14. Maintenance and Availability of Records

a. As a condition of receiving federal financial assistance under this Agreement, the SUBRECIPIENT agrees to maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

b. Copies of all records generated by the SUBRECIPIENT related to this Agreement shall be available for inspection by authorized representatives of the federal government, the Inspector General of the United States Treasury, and the COUNTY. The right of access described herein also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

c. Such records shall be available at the SUBRECIPIENT's office at all reasonable times for the Duration of this Agreement Term and kept for a period of six (6) years after expiration of this Agreement. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have tolled the final payment date until completion of all such claims, investigations, or litigation proceedings, including all applicable appeal periods.

d. This section 14 shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

15. Suspension and Termination.

The COUNTY may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds provided herein, at its discretion, if the SUBRECIPIENT violates any provision of this Agreement; or

a. Fails to complete performance in a timely manner; or

b. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

16. Default.

If any of the following events occur ("Events of Default"), all obligations on the part of the COUNTY to make further payment of funds will, if the COUNTY elects, terminate and the COUNTY has the option to exercise any of its remedies set forth in section 17 of this Agreement. However, the COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

a. If any warranty or representation made by the SUBRECIPIENT in this Agreement or any previous agreement with the COUNTY is or becomes false or misleading in any respect, or if the SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the COUNTY and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the SUBRECIPIENT at any time during the period of agreement, and the SUBRECIPIENT fails to cure this adverse change within thirty (30) days from the date written notice is sent by the COUNTY;

c. If any reports required by this Agreement have not been submitted to the COUNTY or have been submitted with incorrect, incomplete or insufficient information;

d. If the SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

17. Remedies

If an Event of Default occurs, then the COUNTY may, after thirty (30) calendar days written notice to the SUBRECIPIENT and upon the SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the SUBRECIPIENT is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 8 of this Agreement;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a reimbursement request;

d. Require that the SUBRECIPIENT refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:
   i. request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,
   ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
   iii. advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,
   iv. require the SUBRECIPIENT to reimburse the COUNTY for the amount of costs incurred for any items determined to be ineligible, or
   v. withhold funds in accordance with Section 7d. herein.

f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

18. <u>Conflict of Interest.</u>

a. The SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

b. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT who exercises decision making responsibility with respect to these funds and activities, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
   i. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and to their immediate family members, and business partner(s).
   ii. This requirement applies for such persons during their tenure and for a period of one year after leaving the SUBRECIPIENT.
   iii. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

19. Indemnification

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Social Security Administration and Treasury Department, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT or its Agent's, employees', or officers' performance or non-performance of the terms of this Agreement, to the extent permitted by law. The parties understand that pursuant to Section 768.28(19), Florida Statutes, no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SUBRECIPIENT and SUBRECIPIENT claims all of the privileges and immunities and other benefits and protections afforded by Section 768.28, Florida Statues.

20. Liability.

a. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY or SUBRECIPIENT beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature for liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY or SUBRECIPIENT for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or SUBRECIPIENT, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.

b. In no event shall the COUNTY be liable to the SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

21. Venue / Jurisdiction / Attorney's Fees.

This Agreement shall be governed by the laws of the State of Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this Agreement shall, if in state court, be in St. Johns County, Florida, or, if in federal court, in the Middle District of Florida, Jacksonville Division. In any civil dispute arising from this Agreement, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. Public Records.

Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide the SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to this Agreement:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT {INSERT CONTACT INFORMATION}

By entering into this Agreement, the SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any entity entering into an Agreement for services with the COUNTY is required to:

a. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this Agreement.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Period of Agreement and following completion or termination of the Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY.

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

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If the SUBRECIPIENT receives any such request, the SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request,

and the SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

The SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. Unless caused by the negligence of the COUNTY, as determined by a court of competent jurisdiction, the SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. The SUBRECIPIENT authorizes the COUNTY to seek declaratory, injunctive, or other appropriate relief against the SUBRECIPIENT from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section. Nothing contained herein is intended to, nor shall be construed as, a waiver of any party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this agreement.

The SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. The SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any subcontractors to comply with all laws, as applicable, and to assist the COUNTY in complying with the same as it relates to all aspects of this Agreement.

The SUBRECIPIENT agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. The COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT that are directly related to this Agreement. The SUBRECIPIENT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The SUBRECIPIENT shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the SUBRECIPIENT's records, the SUBRECIPIENT shall comply with all requirements thereof; however, no

confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry.

23. Procurement.

a. The SUBRECIPIENT shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal and state laws and regulations.

b. The SUBRECIPIENT shall maintain records sufficient to detail the history of procurement. These records include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

c. The SUBRECIPIENT shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

d. The SUBRECIPIENT agrees to include in the subcontract that the subcontractor is bound by all applicable state and federal laws and regulations.

e. The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

f. The SUBRECIPIENT shall conduct any procurement under this Agreement in a manner providing full and open competition. Accordingly, the SUBRECIPIENT shall not:

    i. Place unreasonable requirements on firms in order for them to qualify to do business;
    ii. Require unnecessary experience or excessive bonding;
    iii. Use noncompetitive pricing practices between firms or between affiliated companies;
    iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
    v. Authorize, condone, or ignore organizational conflicts of interest;
    vi. Specify only a brand name product without allowing vendors to offer an equivalent;
    vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
    viii. Engage in any arbitrary actions during the procurement process; or,
    ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. Except in those cases where applicable federal statutes expressly mandate or encourage otherwise, the SUBRECIPIENT shall not use a geographic preference when procuring commodities or services under this Agreement.

h. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

24. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

25. Hatch Act.

As applicable, SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

26. Suspension and Debarment.

As applicable, SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. parts 5 and 24, which prohibit a person who is debarred or suspended from receiving federal financial and non-financial assistance and benefits under any federal programs.

SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

b. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 25 b. of this certification; and,

d. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

SUBRECIPIENT acknowledges it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

If the SUBRECIPIENT, with the federal funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

In addition, the SUBRECIPIENT shall send to the COUNTY (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for the SUBRECIPIENT agency and each intended subcontractor which SUBRECIPIENT plans to fund under this Agreement. The form must be received by the COUNTY before the SUBRECIPIENT enters into a contract with any subcontractor.

27. <u>Equal Opportunity Employment</u>.

a. In accordance with 41 C.F.R. §60-1.4(b), as applicable, the SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agree as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

SUBRECIPIENT and its contactors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractors' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or

orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph 26.a.i. and the provisions of paragraphs 26.a.i. through 26.a.viii. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agenda, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The SUBRECIPIENT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUBRECIPIENT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the SUBRECIPIENT under the program with

respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such SUBRECIPIENT; and refer the case to the Department of Justice for appropriate legal proceedings.

e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

28. Copeland Anti-Kickback Act.

a. As applicable, SUBRECIPIENT hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. Contract Work Hours and Safety Standards.

If the SUBRECIPIENT, with federal funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

30. Clean Air Act and the Federal Water Pollution Control Act.

If the SUBRECIPIENT, with federal funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report

violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

31. <u>Anti-Lobbying.</u>

The SUBRECIPIENT agrees, by executing this Agreement, that to the best of his or her knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. If the SUBRECIPIENT, with federal funds authorized by this Agreement, enters into a contract, then any such contract must including the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

32. <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms</u>.

a. If the SUBRECIPIENT, with federal funds authorized by this Agreement, seeks to procure goods or services, then, the SUBRECIPIENT shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the SUBRECIPIENT must take; the requirements do not preclude the SUBRECIPIENT from undertaking additional steps to involve small and minority businesses and women's business enterprises.

33. <u>Employee Protection from Reprisal</u>.

a. In accordance with 41 U.S.C. Sec. 4712, as applicable, an employee of SUBRECIPIENT may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph 32(b) below, information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the COUNTY;
   vii. A federal or State regulatory enforcement agency.

c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by this Section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Treasury Department.

d. Time Limitation for Submittal of a Complaint – A complaint may not be brought under this Section more than three years after the date on which the alleged reprisal took place.

e. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under Federal law.

f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under Federal law.

34. <u>Americans with Disabilities Act</u>

The SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

35. <u>Required Documentation and Attachments</u>.

a. In order to receive reimbursement, the following documentation is required as part of a comprehensive submission:

i. Personnel

1. Reports from respective financial system, extracted to Excel, reflecting COVID-19 related personnel costs, per employee.
2. Electronic copies of time logs per employee reflecting COVID-19 related activities.
3. An electronic version of SUBRECIPEINT's Personnel Policy.
4. Submission of Attachment A [Funding Justification Form] to provide description of COVID-19 related activities including pertinent supporting documentation (e.g., memorandums, emails).

ii. Non-Personnel

1. Reports from respective financial system, extracted to Excel, reflecting payment of COVID-19 related expenditures to include payment transaction information.
2. Copies of bank statement information reflecting the clearing of aforementioned payment transaction.
3. Electronic copies of each invoice of COVID-19 related invoice paid.
4. An electronic version of SUBRECIPEINT's Purchasing Policy.
5. Submission of Attachment A [Funding Justification Form] to provide description of COVID-19 related activities including pertinent supporting documentation (e.g., memorandums, emails).

b. All attachments to this Agreement are incorporated as if set out fully.

c. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

d. This Agreement has the following attachments:

   i. Attachment A – Funding Justification Form

   ii. Attachment B – Certification Regarding Debarment

36. <u>Assurances</u>.

The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the SUBRECIPIENT in this Agreement, in any later submission or response to a COUNTY request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the COUNTY and with thirty (30) days written notice to the SUBRECIPIENT, cause the termination of this Agreement and the release of the COUNTY from all its obligations to the SUBRECIPIENT.

The SUBRECIPIENT is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the SUBRECIPIENT's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

The SUBRECIPIENT assures and certifies it will:

a. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

b. Comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.

c. Comply with overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

d. Comply with the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

37. <u>Good Faith</u>.

Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

38. **Non-assignability**.

This Agreement shall not be assigned, transferred, or encumbered by the SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

39. **Waiver of Jury Trial**.

By entering into this Agreement, SUBRECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

40. **Conflict**.

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY and SUBRECIPIENT mutually elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

41. **Legal Authorization**.

SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement. SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

42. **Complete Agreement**.

This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

43. **Amendments.**

Upon mutual consent of both parties, this Agreement may be amended in writing.

44. **Execution in Counterparts**.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Agreement.

COUNTY

By:_____

Print Name
and Title:_____

Date:_____

MUNICIPALITY

By:_____

Print Name
and Title:_____

Date:_____

Attest: St. Johns County Clerk of Court & Comptroller

By:_____
Deputy Clerk

Date:_____

Legal Review:

By:_____

_____
Date

Legal Review:

By:_____

_____
Date

Attachment A

Funding Justification Form

MUNICIPALITY: **City of St. Augustine**

ITEM DESCRIPTION(S): **See Attachment C (Scope of Work)**

1.) Describe why the item is a necessary expenditure incurred due to public health emergency:

Necessary to aide in the Municipality's effort to protect the health, safety and welfare of local residents in response to the COVID-19 public health emergency.

2.) Is the cost accounted for in the budget most recently approved as of March 27, 2020?

○ Yes ◉ No

3.) Will the cost be incurred during the period March 1, 2020 through December 30, 2020?

◉ Yes ○ No

Select Applicable Expenditures

- ☐ Medical Expenses
- ☐ Public Health Expenses
- ☐ Payroll Expenses for Employees whose services are substantially dedicated to mitigating or responding to COVID-19.
- ☐ Expenses of actions to facilitate compliance with COVID-19 related public health measures.
- ☐ Expenses associated with the provision of economic support to connection with the COVID-19 public health emergency
- ☐ Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Department Director Date

Eligibility Review:

Attachment A

St. Johns County Board of County Commissioners
Project Eligibility Worksheet

Section to be completed by SUBRECIPIENT

Department Name: Department Number:

Employee Name: Employee Number:

Requested Project/Program:

Is the work substantially different than normal assignment of position? Yes ◉ No ◯

If yes, please provide list of project duties:

Section to be completed by CARES Act/COVID-19 Response Consultant

Are project and duties CARES eligible? ◯ No ◯

Confirm Project Code Department

Forward to Office of Management and Budget

Budget Representative

Forward to Human Resources for discussion with employee, supervisor, and timekeeper.

HR Representative

Supervisor

Timekeeper

Explanation of how to code hours to project number identified and details for completing activity log.

STAFF: Log ONLY project hours both regular and overtime, if staff works non project hours those would not be included on log.

TIMEKEEPER: Charge hours to project and department from the log signed by project manager.

FINANCE: Audit Payroll against spreadsheet of approved staff and project, before payroll closes.

*OMB will pull out health insurance DR will pull timesheets for their process

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

The Sub-Recipient certifies that, the entity or any person associated therewith in the capacity of administrator, manager, director, officer, investigator, project director, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Sub-Recipient certifies that it shall perform a debarment verification on any contractor, consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Agreement, and shall not enter into any transaction with any contractor, consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Representative(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF ORGANIZATION: _____

DATE: _____

Attachment C-Scope of Work

Fire Department Regular Pay FY2020	Reimburse	1,065,141
Fire Department Regular Pay FY2021	Reimburse	434,859
Total Estimated Expenditures		1,500,000
Total Maximum Subgrant Amount		1,500,000