

CITY OF
ST AUGUSTINE[™]
— EST. 1565 —

CITY OF ST. AUGUSTINE

**CITY COMMISSION
REGULAR MEETING
ALCAZAR ROOM**

5:00 P.M.

MONDAY, JUNE 28, 2021



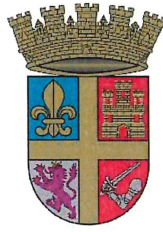
Resolution 2020-39 Notice: Rules of Decorum

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.



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JUNE 28, 2021 - 5:00 PM
ALCAZAR ROOM**

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.** Special Presentation of the American flag to Sally Gardner in recognition of former Mayor George Gardner's contributions to the City of St. Augustine. (*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.B. Items of Great Public Importance

7.B.1. Presentation by counsel regarding a proposal for the settlement in the opioid lawsuit involving:

- A Memorandum of Understanding (MOU) setting forth the proposed allocation agreement;
- A list of core strategies and approved uses (exhibit to MOU);
- Correspondence summarizing terms of the agreement;
- **Resolution 2021-22** approving the MOU.

(I. Lopez, City Attorney)

7.B.2. Presentation of a preliminary, non-binding Term Sheet regarding a proposal for a joint parking garage with Broudy Bros., Ltd. *(I. Lopez, City Attorney)*

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

9.B.1. **Resolution 2021-27**: Requests the St. Johns River Water Management District and the Florida Department of Environmental Protection reduce permit application fees. *(R. Franklin, Director Public Works)*

9.B.2. **Resolution 2021-28**: Approves the issuance of the City's Capital Improvement Refunding Revenue Note, Series 2021 for the purpose of refinancing the City's 2011B Capital Improvement Refunding Revenue Bonds. *(M. Simpson, Director Finance)*

10. STAFF REPORTS AND PRESENTATIONS

10.A. Proposal to formally negotiate the transfer of right-of-way ownership of King Street, Cathedral Place, Cordova Street and the San Sebastian Bridge with the Florida Department of Transportation. *(R. Franklin, Director Public Works)*

10.B. Update of the goals and accomplishments by the St. Augustine Police Department within the last five years. *(B. Fox, Police Chief)*

- 10.C.** Presentation of the state approved Fish Island Preserve Management Plan with an update on the project to date and request for approval. *(J.B. Miller, Fish Island Land Development)*

11. ITEMS BY CITY ATTORNEY

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

12. ITEMS BY CITY CLERK

- 12.A.** Request for two appointments to the City's 1977 City Employees' Retirement System. *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

- 13.A.** Request approval to place an interpretive plaque at the park on the east side of the Bridge of Lions. *(J. Regan, City Manager)*
- 13.B.** Review of schedule of events for 200th Anniversary of the establishment of Florida as a United States Territory. *(J. Regan, 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 - JUNE 28, 2021

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JULY 12, 2021: NONE**
- CA.3.** **REMINDER OF UPCOMING MEETINGS:**
- June 30, 2021, 12 noon, First Baptist Church Groundbreaking Ceremony
 - July 12, 2021, 5pm, City Commission Meeting
 - July 26, 2021, 5pm, City Commission Meeting - C A N C E L L E D
 - August 9, 2021, 3pm, Special Budget Meeting
 - August 9, 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): NONE.**
- CA.6.** **PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).**
- Proclamation 2021-13:** Proclaims the year 2021 as Florida's Territorial Bicentennial. *(N. Sikes-Kline, Vice Mayor)*
- CA.7.** **NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** May 2021 monthly financial report. *(M. Simpson, Director Finance)*
- CA.9.** Approval of Interlocal Agreement between the City and the St. Augustine Port, Waterway and Beach District to repair or replace pylons in Salt Run. *(J. Piggott, Director General Services)*

End Consent Agenda

ITEM 3.A.

Presentation: Flag to Sally Gardner

ITEM 7.B.1.

Presentation: Opioid Settlement



A voice for the people. A vision for the future.

June 16, 2021

Dear Members of the St. Augustine City Commission,

The City Commission previously approved the City joining an opioid multidistrict lawsuit proceeding in the United States District Court in the Northern District of Ohio, to recover damages and costs incurred by the City in connection with the opioid epidemic. Our firm, The Romano Law Group, with our co-counsel, serve as outside counsel for the City in this litigation.

This suit was brought against several defendants involved in the manufacturing, distribution and sale of opioid medications, including Johnson & Johnson, AmerisourceBergen, Cardinal Health, McKesson, Insys, Purdue and Mallinckrodt. The City is one of approximately 2,200 counties and cities that are plaintiffs in this litigation.

The Florida Attorney General's Office also filed a separate opioid lawsuit against several defendants.

Negotiations with several of the Defendants appear likely to yield forthcoming settlements. In particular, settlements with Johnson & Johnson and the major opioid distributors (AmerisourceBergen, Cardinal Health, and McKesson) are reaching their final stages of negotiation. Our firm and our co-counsel have been in continued negotiations with the office of the Florida Attorney General to reach an allocation agreement to govern the distribution of settlement proceeds obtained through the Distributor and Johnson & Johnson deal, as well as any additional settlements obtained in the National Prescription Opiate litigation. Through numerous meetings with the Attorney General and her staff, and with input and feedback from our governmental clients such as the City, we have now reached an allocation proposal that we believe reflects a reasonable compromise between the State and its political subdivisions. The following materials relate to the proposal now being presented to the City Commission:

- (1) A Memorandum of Understanding setting forth the proposed allocation agreement;

John F. Romano, Board Certified by the Florida Bar and the National Board of Trial Advocacy in Civil Trial Law
Eric Romano, Board Certified by the Florida Bar and the National Board of Trial Advocacy in Criminal Trial Law | **Todd A. Romano**, Attorney at Law
Hali E. Marsocci, Attorney at Law | **Corey B. Friedman**, Attorney at Law (also admitted in California, New York and District of Columbia) | **Andrew Moore**, Attorney at Law
Destiny R. Barbosa, Attorney at Law | **Caroline H. Zapiec**, Attorney At Law
Elliot B. Richman, Chief Operating Officer (admitted in New York & Connecticut only)
Joseph M. Lee, P.A., Attorney at Law – Real Estate, Probate & Guardianship
Robert J. Hewitt III, Investigator | **Tara Bradshaw**, Investigator

Palm Beach International Towers - 1601 Belvedere Road, Suite 500-S, West Palm Beach Florida, 33406-1551

MAILING ADDRESS: P.O. Box 21349, West Palm Beach, Florida 33416-1349

OFFICE: 561.533.6700 | TOLL FREE: 866.533.6700 | FAX: 561.533.1285 | WEB: romanolawgroup.com

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- (2) A list of Core Strategies and Approved Uses, which is an exhibit to the Memorandum of Understanding;
- (3) Correspondence summarizing the terms of the agreement; and
- (4) A proposed resolution approving the Memorandum of Understanding.

This complex negotiation process has been a joint effort of outside counsel for all known litigating political subdivisions in the State of Florida. Similar materials will be, or have been, transmitted to all litigating political subdivisions. We anticipate that forthcoming settlements will impose deadlines for states and local governments to reach allocation agreements, and we encourage the City Commission to consider these materials in an expeditious time frame.

Under the proposal, 15% of the total settlement amounts paid to the State of Florida will be put into a fund shared by counties and cities. Allocation of settlement proceeds between counties within the State is based on calculations which consider: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in the county.

The allocation of settlement proceeds between counties and municipalities within those counties is determined based upon historical Federal data showing how the specific county and the cities within it have made opioid-related expenditures in the past. Therefore, although the total amount to be received by the City of St. Augustine is unknown at this point, the amount will be based on objective data.

Larger counties, including St. Johns County, and the Managing Entities, will additionally receive payments from a separate fund, called the Regional Fund. This fund consists of an additional 30% and 40% of the total settlement amounts paid to the State of Florida. In order to ensure that cities benefit from the Regional Fund, the agreement requires that counties like St. Johns obtain consent from cities representing a majority of the County's municipal population as to how those funds are spent.

Settlement funds received by the State, counties and cities must be utilized for strategies, programming and services to expand the treatment for individuals impacted by substance use disorders.

Please note that several defendants (Insys, Purdue and Mallinckrodt) have filed for bankruptcy. There may be some recovery for the states and local governments from those proceedings; however those details are currently being litigated in bankruptcy court. Romano Law Group continues to monitor those proceedings to maintain the City's claims.

Further, there are still remaining claims against several other defendants, namely the National Retail Pharmacies, which are ongoing in the multidistrict class action litigation.

We recommend that the City Commission adopt the included resolution, authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing this plan.

Members of our team will be present at your upcoming Commission meeting to address any questions that you may have about this proposal or this litigation. We look forward to meeting with your Commission.

Sincerely,

A handwritten signature in blue ink, reading "Eric Romano". The signature is fluid and cursive, with a long horizontal stroke at the end.

Eric Romano
eric@romanolawgroup.com

EXHIBIT “A”

PROPOSAL **MEMORANDUM OF UNDERSTANDING**

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule “A”

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule “B”

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



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4/7/2021

VIA EMAIL

Re: Update on Negotiation with Florida AG

Dear Client,

We are writing to provide you with an update on the status of the ongoing negotiations with the Florida Attorney General in the National Prescription Opiate Litigation.

As you are aware, outside counsel for nearly all litigating political subdivisions within the State of Florida have been working together to negotiate an allocation agreement with the State. This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Distributor and Johnson & Johnson deal as well as any additional settlements obtained in the National Prescription Opiate litigation.

We have now received a revised allocation proposal from the Attorney General's office, which is set forth in the attached Memorandum of Understanding. This proposal is the result of numerous meetings with the Attorney General's office and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, and the concerns and priorities of our clients, we believe that this revised proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this communication is to summarize the primary terms of the Memorandum and attempt to anticipate questions that you or your Council may have regarding this litigation and allocation proposal. The Distributor and J&J deal contemplate the need for relatively quick buy-in on an allocation between the State and its subdivisions in order to maximize recovery. Although we do not have a precise timeframe on when the Distributor and J&J deal will be finalized or how much time will be provided for buy in, we recommend raising these matters with your council at this time. We also anticipate that the Attorney General will be making an announcement of their own. It is anticipated that if this proposal meets with the approval of litigating political subdivisions, it would be implemented through council resolutions. An exemplar resolution is also included with this correspondence.

As always, we are available to meet with you or your Council to address any questions or concerns. Please note that this is a preliminary document, and that further clarity regarding the terms of the Memorandum will be developed in further documents which will effectuate this agreement.

Why is an allocation agreement necessary?



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At least 88 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy. The Plaintiffs' Executive Committee is in ongoing negotiations with the Distributors and J&J, with potential resolutions anticipated in the coming weeks or months.

Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Where such a joint resolution can be obtained, the political subdivisions and the State will receive a substantially larger settlement amount if they are all parties to the settlement. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

How can the funds be used?

Under this agreement, all settlement funds received by the State of Florida and its political subdivisions must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders ("Approved Purposes"). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. These uses are intended to best serve the overall purpose and intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

How are the funds allocated?

Consistent with the original proposal, this Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida. The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the "Negotiation Class Metrics." This model was developed in the National Prescription Opiate MDL, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement, and decreasing over time. Through our negotiation with the Attorney General, we have been successful in increasing the overall amount of this Fund from the original proposal.

ATTORNEY CLIENT PRIVILEGED COMMUNICATION



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These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity for that county, to be spent on approved purposes within that county.

For Qualified Counties: For those counties with a population of greater than 300,000, we encourage you to review the definition of Qualified County to ensure that you can meet the other requirements set forth therein. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities within your county as to how these funds are spent. Specifically, you must reach an agreement with a sufficient number of municipalities such that the aggregate population of municipalities which consent to the county’s use of these funds is more than half the aggregate population of individuals residing within municipalities in your County. The requirements of such agreements are subject to further discussion and negotiation.

For counties which do not meet the criteria to be a Qualified County: Smaller counties have shared a concern that the Regional Funds attributable to their counties will be paid to the Managing Entity, as opposed to the county directly. In our negotiations, we sought to expand the definition of Qualified County to include smaller counties with sufficient infrastructure to effectively utilize these funds. Unfortunately, our efforts have not been successful. The Attorney General continues to take the position that these funds will be more effectively leveraged in these communities if aggregated and directed by the Managing Entity. However, given the expanding role and responsibilities of Managing Entities, we believe there is an opportunity for smaller counties to develop collaborative and mutually beneficial relationships with these Managing Entities, such that these funds will be spent in a way which will realize the same or greater better community benefits. As many of these Managing Entities are represented in this litigation, we are prepared to assist you in developing these relationships. The Attorney General has also agreed to help communities get involved in or engage with their Managing Entities.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes.

Are there any reporting requirements?

The State and each local government must report its expenditures to the Department of Children and Families each year.



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This agreement also establishes an Opioid Abatement Taskforce or Council. The Taskforce or Council includes appointments from municipalities, qualified counties and non-qualified counties. The purpose of the Opioid Abatement Taskforce or Council is to advise the Governor, Legislature, Florida's Department of Children & Families and Local Governments on priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent.

How will the attorneys be paid?

Through the course of negotiating these settlements and this allocation agreement, we have sought to create a separate fund for the payment of attorneys' fees. In this manner, the costs of attorneys' fees are shared by both litigating and non-litigating entities, rather than paid directly from the recovery of litigating entities, as provided in the agreement or retainer.

The original proposal from the Attorney General provided for the development of a separate fund for the payment of attorney's fees. This revised proposal creates a fee fund of between 0-10% of the City/County fund, depending on the degree to which litigating local governments choose to participate in this settlement. Under this proposal, counsel must first attempt to obtain a legal fee from any national fee fund established as part of any settlement. If counsel is unable to obtain their full contracted fee from that fund, counsel may then obtain additional funds from this separate fund. In most cases, this will result in a substantial reduction in the attorney's fees to counsel from what is set forth in the agreement or retainer, and will avoid the necessity of counties and cities paying the higher contingency fee directly from their recovery.

What is the risk if political subdivisions do not agree?

If we are not able to reach an agreement with the Attorney General's office, this may threaten the overall allocation of settlement proceeds to the State of Florida and its local governments. This is because the settlement agreement currently under negotiation incentivize states and local governments to reach allocation agreements, and penalizes those that do not.

Alternatively, there is a potential litigation risk that in the absence of an agreed upon allocation plan, the State may seek a declaration that only the State of Florida, and not its local governments, have standing to bring litigation on behalf of its citizens, threatening the ability of local governments to pursue their own lawsuits in this matter.

When must we make a decision about this proposal?

Potential settlements are anticipated in the coming weeks or months. These proposed settlements are anticipated to include provisions which establish time limits on agreements between states and political subdivisions. Although we do not have a precise timeframe on when the Distributor and J&J deal will be finalized or how much time will be provided for buy in, we recommend raising these matters with your

ATTORNEY CLIENT PRIVILEGED COMMUNICATION



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council at this time. We anticipate that the Attorney General's office may make an announcement of their own in the coming weeks in an effort to build momentum.

We are available to meet with you or your Council and discuss this proposal at your request.

RESOLUTION 2021-22

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE AUTHORIZING THE CITY (HEREIN REFERRED TO AS THIS “GOVERNMENTAL UNIT”) TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN.

WHEREAS, the City has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of St. Augustine is a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City, and every other Florida city and county.

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

Section 1: This Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 2: This Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as **Exhibit “A”**.

Section 3: The City Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in **Exhibit “A”**.

Section 4: The City Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

Section 5: The City Clerk is instructed to record this Resolution in the appropriate record book upon its adoption.

Section 6: The City Clerk is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities and Attorney General Ashley Moody, c/o John M. Guard, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

Section 7: This Resolution shall become effective immediately upon its passage.

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

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA

Darlene Galambos, City Clerk
(Seal)

Tracy Upchurch, Mayor-Commissioner

ITEM 7.B.2.

Presentation: Proposal Joint Parking Garage

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and Commissioners

DATE: June 16, 2021

RE: PRELIMINARY TERM SHEET: PROPOSAL FOR JOINT PARKING GARAGE

The attached Term Sheet is intended to set out a conceptual scope of future negotiations for a non-statutory public-private partnership for a parking garage on the Broudy Bros., Ltd. property located at the corner of Ponce de Leon Blvd. and King St. It is not a binding document and is intended to provide the City Commission through its staff and the property owner, Mr. Barry Broudy, an opportunity to discuss a proposed arrangement for the construction of a parking garage that could accommodate both the property owner's and the City's parking needs consistent with our mobility goals.

The Term Sheet explains the purpose of the project in terms of the City's goals, and articulates the property owner's goals in redeveloping the parcels. The property owner understands that in order to achieve their goals of a mixed use development on the site, they will have to seek certain regulatory approvals, and the City explicitly does not pre-judge its approval of those land use or zoning changes. The project will still have to follow all public hearings required for those approvals, and if the property owner is not successful in obtaining those approvals, they would be able to choose whether they wish to continue with the construction of the parking garage, or not.

The Term Sheet is broadly drafted and encompasses a number of possible funding scenarios, including the City purchasing a condominium share of the parking garage through tax-exempt financing or non-tax exempt financing, or in the alternative, leasing the necessary City parking spaces from the property owner.

If the Term Sheet is approved by the City Commission, the next step would be negotiations with the property owner for a detailed letter of intent that would be presented to the City Commission for approval.

Counsel for Broudy Bros, Ltd, Ms. Ellen Avery-Smith, as well as her client, Mr. Barry Broudy, are expected to be present to answer any questions from the Commission. The City Manager and Public Works Director will be available to answer policy and technical questions.

Please place this item under Items of Great Public Importance on the June 28, 2021 City Commission agenda.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager

Agenda Title:

Presentation of a preliminary, non-binding Term Sheet regarding a proposal for a joint parking garage with Broudy Bros, Ltd.

CITY OF ST. AUGUSTINE, FLORIDA

BROUDY PARKING PROJECT

TERM SHEET

These terms provide guidance to the parties and are subject to the City of St. Augustine, Florida ("City"), and Broudy Bros. Ltd. ("Developer") agreeing upon definitive terms and conditions and entering into legally binding agreement(s) necessary to implement the Broudy parking project, as more completely described below (the "Project") in accordance with all requirements of applicable law, regulations, permits, licenses and governmental authorizations.

This Term Sheet reflects preliminary, non-binding terms of a proposed arrangement between the City and Developer pertaining to the Project, to be more specifically set forth in an agreement(s) and other documents as are necessary, useful or required, to be entered into as soon as is reasonably practicable.

Project: Developer will (i) cause construction of a parking facility on Developer's property located at the northwest corner of North Ponce de Leon Boulevard and West King Street (the "Property") within the City (the "Facility"); and (ii) provide the City with parking spaces within the Facility for public use, either through City ownership or lease of such parking spaces (the "City Spaces").

Purpose: The Project provides an opportunity to advance the City's vision of promoting local livability, authenticity, character and vitality. With tourism a major contributor to the local economy, transportation and mobility are significant elements of the City's Comprehensive Plan under Chapter 163, Florida Statutes. The Project can alleviate public parking demands while furthering private contributions to the local economy, in accordance with all existing and future laws, regulatory and permit requirements. The Project may include parking spaces for other uses within the Property that will not be available for public use.

Developer: The Developer is the current owner of the real property related to the Project. In carrying out the Project, the Developer may create affiliated entities under the control of the individuals who control the Developer. For convenience, as used herein the term 'Developer' includes any such entities. The Developer will not assign its Project obligations without the prior written approval by the City, which assignment shall not be unreasonably withheld.

Ownership: The Developer or an entity created by the Developer will own the Property. In order to provide the City Spaces within the Facility, the Developer may either construct the Facility itself and lease the City Spaces to the City, for a monthly sum; create condominium interests in accordance with Chapter 718, Florida Statutes, so the City can purchase the City Spaces (with the option for the Developer to repurchase the City Spaces at some point in the future at such time as any tax-exempt debt of the City to finance the acquisition of the condominium interest by the City is no longer outstanding, at an appraised fair market value as determined by a mutually agreed upon appraiser); or some other mechanism to be negotiated between the Developer and the City.

Approvals: The Project is contingent upon the Developer first obtaining all necessary governmental approvals, including land use and permitting approvals for its proposed development of a mixed-use project, including residential and non-residential development rights, within the Property and any adjacent land that may be acquired by the Developer (the "Mixed Use Development"). The Mixed Use Development is intended to be transit-oriented and may require the

creation of a new Future Land Use category for Transit-Oriented Development to allow for a future rail station. In the event the Developer does not obtain all City and other governmental approvals for the Mixed Use Development, the Developer shall have the unilateral right to either terminate the Parking Space Agreement (as hereinafter defined) or continue with the construction of the Facility as it may be modified to remove parking for the Mixed Use Development. The City will assume no contractual responsibilities or obligations regarding its exercise of regulatory authority.

Parking Space Agreement Once the Developer and the City determine whether the City will lease or own the City Spaces in the Facility and finalize financing terms regarding the same, the Developer and the City will enter into an agreement (the "Parking Space Agreement") to lease or purchase the City Spaces, upon certain conditions. The lease amount or purchase price for the City Spaces will be negotiated between the City and the Developer prior to the Parking Space Agreement being executed. The Parking Space Agreement will include the right for the City and members of the public to use certain common areas within the Facility, such as stairwells, elevators and entrances to access public roadways.

Operation: Any lease or condominium declaration related to the City Spaces in the Facility may provide for the operation and management of the City Spaces by the City. Any lease or condominium declaration related to the Facility may also provide that the City will manage the Facility overall, including private portions thereof. If the City undertakes to manage or operate any part of the Facility other than the City Spaces, the City will receive commercially reasonable compensation for its service.

Developer Due Diligence: The Developer has conducted, or will conduct, at its expense all due diligence investigations, evaluations and other activities that it determines to be necessary in order to complete the Project and the Mixed Use Development. In performing the Project, the Developer will rely solely and exclusively on the results of such due diligence, evaluations and activities and its experience and expertise and not on any statement, projection, estimate, description, information, data or document furnished by the City.

Design/Construction: The Developer, at its expense, will cause design and construction of the Facility by properly licensed and experienced professionals with a demonstrated history of success on recent projects similar to the Facility. The City Spaces within the Facility will be designed, built and finished out to the City's standards and specifications as to size and dimensions, and will include not less than 500 standard-sized automobile parking spaces and 25 handicapped parking spaces. The Developer may include additional parking in the Facility for the Mixed Use Development. The Developer will manage construction, but the City's representatives will have the right to inspect the Project during construction. The Facility must be constructed in accordance with the plans, permits, and other requirements approved by the City. The Facility must be completed in good, workmanlike condition, and must be suitable for its use as a public parking garage.

Schedule: The parties will execute a more detailed letter of intent as soon as practicable. The parties will execute the Parking Space Agreement within six (6) months following the full execution of a letter of intent, or as soon thereafter as possible. Developer will complete the lease or condominium declaration, as

applicable, within six (6) months after the full execution of the Parking Space Agreement. The Developer will begin construction of the Facility in the timeframe set forth in the Parking Space Agreement. The Facility must be substantially complete and ready to be placed in service not later than two (2) years after construction is commenced (the "Completion Date"). Timely completion will be a condition precedent of the City's obligation to purchase under the Parking Space Agreement. Notwithstanding the foregoing, the Parking Space Agreement shall include a force majeure clause related to delays beyond the Developer's control.

Inspection:

The Parking Space Agreement will specify a period of time (the "Inspection Period") after the Completion Date during which the City will inspect the Facility and the City Spaces to confirm completion in accordance with the Project plans and specifications. The Parking Space Agreement will include a process for notice and resolution of any objections or construction defects if the City is reasonably dissatisfied with its inspections. Absent such objections or defects, before expiration of the Inspection Period the City notify the Developer that the Facility is suitable for its intended use ("Notice of Suitability").

Governing Law:

State of Florida

Venue:

St. Johns County, Florida

Dispute Resolution:

Management consultation, mediation and non-jury trial with injunctive relief to preserve status quo. The prevailing party shall be entitled to an award of reasonable attorneys' fees.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, P.E.
City Manager

DATE: June 17, 2021

RE: Agenda Item for June 28, 2021 City Commission Meeting
Resolution 2021-27: Requesting SJRWMD and the FL DEP
Reduce Permit Application Fees

Per Section 218.075 of the Florida Statutes, the City as a municipality with a population of 25,000 or less, is requesting a reduction of permit processing fees; and further certifies that it qualifies for the fee reduction since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average as established by the attached Memorandum from the Florida Department of Revenue (FL DOR).

With City Commission approval the City receives a reduction of the annual permit application fees for Fiscal Year 2021-2022 from the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

Please add Resolution 2021-27 to the City Commission Meeting agenda for Monday, June 28, 2021.



Reuben Franklin, P.E.
Director, Public Works

Attachments: Resolution 2021-27
SJRWMD District Form No. 40C-1.603(13)
FL DEP Request to Reduce Annual Fees Application

Copy: Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Director of Finance
Melissa Wissel, Communications Manager

RESOLUTION 2021-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE, FLORIDA REQUESTING THE ST.
JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION TO REDUCE PERMIT APPLICATION FEES.

WHEREAS, Section 218.075, Florida Statutes, allows reduction of permit processing fees for municipalities with a population of 25,000 or less upon certification by that municipality that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, The City of St. Augustine, a municipality, certifies that it is a municipality with a population of 25,000 persons or less; and

WHEREAS, the City of St. Augustine, a municipality, further certifies that it qualifies for permit processing fee reduction for the fiscal year October 1, 2021 through September 30, 2022 since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; and

WHEREAS, this documentation is established by the attached Memorandum from the Florida Department of Revenue dated March 19, 2021.

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

That the City of St. Augustine, a municipality, does hereby request that the St. Johns River Water Management District and the Florida Department of Environmental Protection reduce the permit application fee for public purpose projects for which the City of St. Augustine, a municipality, is the permit applicant to a fee of \$100 per permit, or if the permit application fee is less than \$100 by 50 per cent, for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida this ____ day of June, 2021.

ATTEST:

Tracy Upchurch, Mayor

Darlene Galambos, City Clerk

(SEAL)



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

March 19, 2021

City of St Augustine
PO BOX 210
St. Augustine, FL 32085

CITY OF ST AUGUSTINE

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>City of St Augustine</u>	<u>Florida</u>
Total Just Value	3,246,990,041	3,077,627,487,463
Total Assessed Value	2,689,949,987	2,620,928,738,607
Taxable Value	2,006,740,125	2,114,141,143,069
Exempt Amount	683,209,862	506,787,595,538
Population	15,306	21,483,409
Per Capita Taxable Value Average	131,108	98,408
Percentage of Assessed Value Exempt from Taxation	25.40%	19.34%
Millage	7.5000	
Sources: "Ad Valorem Data Book 2020" (DOR) and "Florida Estimates of Populations 2020" (BEBR)		

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

ak

☐ COUNTY ☒ MUNICIPALITY

RESOLUTION NO. 2021-27

REQUEST TO THE ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
TO REDUCE PERMIT APPLICATION FEES

WHEREAS, Section 218.075, Florida Statutes, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less, counties which had a population of 50,000 or less on April 1, 1994, and have not yet exceeded a population of 75,000, or any county or municipality not included within a metropolitan statistical area, certification by that municipality or county that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, City of St. Augustine ☐ County ☒ Municipality certifies that it:

☒ is a municipality with a population of 25,000 persons or less; or

☐ is a county which had a population of 50,000 persons or less on April 1, 1994, and which currently does not have a population exceeding 75,000; or

☐ is not included within a metropolitan statistical area; and

WHEREAS, City of St. Augustine ☐ County ☒ Municipality further certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, 2021 through September 30, 2022 due to one or more of the following factor(s):

☐ Per capita taxable value is less than the statewide average for the current fiscal year; or

☒ Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; or

☐ Any condition specified in section 218.503, Florida Statutes, that determines a state of financial emergency; or

☐ Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or

☐ A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

WHEREAS, these factors are supported by the attached documents:

NOW, THEREFORE, BE IT RESOLVED, that City of St. Augustine ☐ County ☒ Municipality does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which City of St. Augustine ☐ County ☒ Municipality is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____

BY ITS ☐ COUNTY/ ☐ COUNTY ☐ MUNICIPALITY
☐ CITY COMMISSION

MEMBERS OF THE COMMISSION:

ATTEST:

Select Year: 2020 

The 2020 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.075 Reduction or waiver of permit processing fees.—Notwithstanding any other provision of law, the Department of Environmental Protection and the water management districts shall reduce or waive permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or for an entity created by special act, local ordinance, or interlocal agreement of such counties or municipalities, or for any county or municipality not included within a metropolitan statistical area. Fee reductions or waivers shall be approved on the basis of fiscal hardship or environmental need for a particular project or activity. The governing body must certify that the cost of the permit processing fee is a fiscal hardship due to one of the following factors:

- (1) Per capita taxable value is less than the statewide average for the current fiscal year;
- (2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
- (3) Any condition specified in s. [218.503](#)(1) which results in the county or municipality being in a state of financial emergency;
- (4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
- (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

The permit applicant must be the governing body of a county or municipality or a third party under contract with a county or municipality or an entity created by special act, local ordinance, or interlocal agreement and the project for which the fee reduction or waiver is sought must serve a public purpose. If a permit processing fee is reduced, the total fee shall not exceed \$100.

History.—s. 1, ch. 94-278; s. 8, ch. 98-258; s. 25, ch. 2004-305; s. 4, ch. 2012-205.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, PE
City Manager

DATE: June 16, 2021

RE: Resolution No. 2021-28

Please place on the June 28th City Commission Meeting Agenda, Resolution No. 2021-28 which will refinance the City's 2011B Capital Improvement Revenue Bonds.

The resolution is attached and was prepared by The City's bond counsel with the assistance of our financial advisor and in-house legal counsel. By refunding the 2011B bonds and entering into a bank loan at 1.318% the City stands to recognize in excess of \$600,000 of net present value savings.

If you have any questions about the attached Resolution prior to the meeting, please do not hesitate to contact me.

Sincerely,



Mark E. Simpson, CPA
Director of Financial Services

Attachments

CC: Darlene Galambos, City Clerk
Melissa Wissel, Communications Manager

RESOLUTION NO. 2021-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$5,600,000 CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2021 FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2011B AND PAYING ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; APPOINTING AN ESCROW HOLDER; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 11148, Laws of Florida, Special Acts of 1925, as amended, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

Section 2: Definitions. All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Lender is lawfully closed.

"City Attorney" shall mean the City Attorney or any assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on her behalf.

"City Clerk" shall mean the City Clerk of the Issuer, or any deputy or assistant City Clerk of the Issuer, or such other person as may be duly authorized by the Issuer to act on her behalf.

"City Commission" shall mean the City Commission of the Issuer or the board or body succeeding to its principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the 2021 Note pursuant to Section 10 hereof.

"Director, Financial Services Department" shall mean means the Director, Financial Services Department of the Issuer or any assistant or deputy Director, Financial Services Department.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Issuer" shall mean City of St. Augustine, Florida, a municipal corporation, organized and existing under the laws of the State of Florida, including the Act.

"Lender" shall mean PNC Bank, National Association.

"Maturity Date" shall mean October 1, 2030.

"Mayor-Commissioner" shall mean the Mayor-Commissioner of the Issuer, or in his or her absence or unavailability, the Vice Mayor-Commissioner of the Issuer.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer not derived from ad valorem taxation, and which are lawfully available to be used to pay debt service on the 2021 Note.

"2021 Note" shall mean the Issuer's Capital Improvement Refunding Revenue Note, Series 2021 authorized by Section 4 hereof.

"Note Counsel" shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Owner" or "Owners" shall mean the Person or Persons in whose name or names the 2021 Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution. The Lender shall be the initial Owner of the 2021 Note.

"Permitted Lender" shall mean any affiliate of the Lender or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Funds" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

"Principal Office" shall mean, with respect to the Lender, the office located 201 North Franklin Street, Suite 1500, Tampa, Florida 33602 or such other office as the Lender may designate to the Issuer in writing.

"Resolution" shall mean this Resolution, pursuant to which the 2021 Note is authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

Section 3: Findings.

(A) For the benefit of its citizens, the Issuer finds, determines and declares that it is in the best financial interests of the Issuer to provide funds, together with other legally available funds of the Issuer, if any, to refund the Issuer's outstanding Capital Improvement Refunding Revenue Bonds, Series 2011B (the "Refunded Bonds"), for net present value debt service savings.

(B) Debt service on the 2021 Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Funds will be sufficient to pay the principal and interest on the 2021 Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the 2021 Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The 2021 Note shall not constitute a lien on any property owned by or situated within the city limits of the Issuer other than the Pledged Funds.

(D) It is estimated that Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the 2021 Note and all other payment obligations hereunder.

(E) The Issuer, after soliciting proposals in response to a request for loan proposals distributed by the Issuer on April 30, 2021 for refunding the Refunded Bonds, and receiving multiple responses complying with the structure described in such request, has selected the Lender to make the loan evidenced by the 2021 Note.

(F) Because of the characteristics of the 2021 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the 2021 Note, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the 2021 Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the 2021 Note, the Issuer shall receive from the Lender a Lender's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 4: Authorization of the 2021 Note and Refunding. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of St. Augustine, Florida Capital Improvement Refunding Revenue Note, Series 2021" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$5,600,000 for the purpose of refunding the Refunded Bonds, and paying the costs of issuing the 2021 Note. The use of the proceeds of the 2021 Note as herein described is hereby authorized.

Section 5: This Resolution to Constitute Contract. In consideration of the acceptance of the 2021 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owner.

Section 6: Description of the 2021 Note. The 2021 Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

- (A) **Interest Rate.** The 2021 Note shall have an initial fixed interest rate equal to 1.318% per annum calculated on a 30/360-day basis, which interest rate is subject to adjustment as provided in the 2021 Note.

- (B) Principal and Interest Payment Dates. Interest on the 2021 Note shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2021. Principal on the 2021 Note shall be paid in the amounts and on the dates set forth in the 2021 Note with a final maturity date of the Maturity Date.
- (C) Prepayment of the 2021 Note. The 2021 Note shall be subject to prepayment as described in the 2021 Note.
- (D) Form of the 2021 Note. The 2021 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor-Commissioner, such approval to be conclusively evidenced by the execution thereof by the Mayor-Commissioner.
- (E) Original Denomination of the 2021 Note. The 2021 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

Section 7: Execution and Delivery of the 2021 Note. The 2021 Note shall be executed in the name of the Issuer by its Mayor-Commissioner and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the 2021 Note shall cease to be such officer or officers of the Issuer before the 2021 Note so signed and sealed shall have been actually sold and delivered, such 2021 Note may nevertheless be sold and delivered as if the persons who signed or sealed such 2021 Note had not ceased to hold such offices. The 2021 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 2021 Note shall hold the proper office, although at the date of the 2021 Note such person may not have held such office or may not have been so authorized.

Section 8: Registration and Exchange of the 2021 Note; Persons Treated as Owner. The 2021 Note is initially registered to the Lender. So long as the 2021 Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the 2021 Note. The 2021 Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Owner may in the future make transfers of the 2021 Note to the Permitted Lenders without the consent of the Issuer; provided, however, such transfers shall not be for less than a \$100,000 denomination (or, if less, the outstanding balance of the 2021 Note).

The Person in whose name the 2021 Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal, premium, if any, and interest on such 2021 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2021 Note to the extent of the sum or sums so paid.

Section 9: *Payment of Principal and Interest; Limited Obligation.* The Issuer promises that it will promptly pay the principal of, premium, if any, and interest on the 2021 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The 2021 Note is secured by a pledge of and lien upon the Pledged Funds in the manner and to the extent described herein. The 2021 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Funds in accordance with the terms hereof. No Owner of the 2021 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such 2021 Note, or be entitled to payment of such 2021 Note from any funds of the Issuer except from the Pledged Funds as described herein.

Section 10: *Covenant to Budget and Appropriate.* (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of, premium, if any, and interest on the 2021 Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 19 hereof), nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the 2021 Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer except for a lien on the

Pledged Funds and no holder of the 2021 Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. Notwithstanding any provisions of this Resolution or the 2021 Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on such revenues, and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of St. Augustine, Florida Capital Improvement Refunding Revenue Note, Series 2021 Debt Service Fund," which fund shall be a trust fund held by the Director, Financial Services Department, which shall be held solely for the benefit of the Owner of the 2021 Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the 2021 Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer, the Owner and their agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the 2021 Note.

Section 11. *Application of Proceeds of 2021 Note; Execution of Escrow Deposit Agreement.* The proceeds received from the sale of the 2021 Note shall be applied by the Issuer simultaneously with the delivery of the 2021 Note to the Lender, as follows:

(1) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2021 Note; and

(2) A sum specified in the Escrow Deposit Agreement that, together with other legally available funds of the Issuer, if any, shall be sufficient to pay the principal of and interest on the Refunded Bonds, shall be deposited with the Escrow Holder pursuant to the Escrow Deposit Agreement.

Simultaneously with the delivery of the 2021 Note to the Lender, the Issuer shall enter into the Escrow Deposit Agreement with Wells Fargo Bank, National Association (the "Escrow Holder") which shall provide for the deposit of sums in an amount sufficient to make all the payments described in the Escrow Deposit Agreement. Wells Fargo Bank, National Association is hereby appointed as Escrow Holder with respect to the Refunded Bonds. The execution of the Escrow Deposit Agreement in substantially the form attached hereto as Exhibit D is hereby approved, and the execution of the Escrow Deposit Agreement by the Mayor-Commissioner is hereby authorized, to be attested by the City Clerk, the form and correctness of which to be approved by the City Attorney. At the time of execution of the Escrow Deposit Agreement, the Issuer shall furnish to the Escrow Holder named therein appropriate documentation to demonstrate that the sums being deposited will be sufficient for such purposes.

Subject to the execution and delivery of the 2021 Note for the purpose of refunding the Refunded Bonds, the Issuer hereby irrevocably calls the callable Refunded Bonds for early redemption on October 1, 2021, or such other date as determined by the Mayor-Commissioner in the Escrow Deposit Agreement. Not less than thirty (30) days and not more than sixty (60) days prior to such redemption date, the Issuer hereby directs Wells Fargo Bank, National Association, Jacksonville, Florida in its capacity as paying agent for the Refunded Bonds (the "2011B Paying Agent"), to mail the notice of the redemption of the Refunded Bonds to each holder thereof in accordance with the requirements of the resolution related to the Refunded Bonds in the form to be prepared by Bond Counsel, and to post such notice on Electronic Municipal Market Access website ("EMMA") at the same time. Furthermore, upon issuance of the 2021 Note for the purposes of refunding the Refunded Bonds, the Issuer hereby directs the 2011B Paying Agent to mail notices of defeasance to each holder of the Refunded Bonds in the form to be prepared by Bond Counsel, and to post such notice on EMMA at the same time.

Section 12: Tax Covenant. The Issuer covenants to the Owner provided for in this Resolution that the Issuer will not make any use of the proceeds of the 2021 Note at any time during the term of the 2021 Note which, if such use had been reasonably expected on the date the 2021 Note was issued, would have caused the 2021 Note to be "arbitrage bonds" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the 2021 Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 13: Bank Qualified. The Issuer hereby designates the 2021 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and as such, the Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2021 to issue more than \$10,000,000 of "tax-exempt" obligations including the 2021 Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 14: Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the 2021 Note, except with the written consent of the Owner of the 2021 Note.

Section 15: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the 2021 Note is intended or shall be construed to give to any person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained. This Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 16: 2021 Note Mutilated, Destroyed, Stolen or Lost. In case the 2021 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver new 2021 Note of like tenor as the 2021 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated 2021 Note, or in lieu of and in substitution for the 2021 Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The 2021 Note so surrendered shall be canceled.

Section 17: Impairment of Contract. The Issuer covenants with the Owner of the 2021 Note that it will not, without the written consent of the Owner of the 2021 Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the 2021 Note hereunder.

Section 18: Events of Default; Remedies of the Owner of the 2021 Note. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the 2021 Note or any other amounts owing hereunder as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the 2021 Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; (iii) if the Issuer defaults in the performance or observance of any representations or warranties listed herein or in the 2021 Note; (iv) if this Resolution or the 2021 Note is determined to be unenforceable; (v) final judgment for the payment of money in the amount of \$5,000,000 or more is rendered against the Issuer, and the Issuer is liable to pay such judgment and pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law but not pursuant to the City's eminent domain authority, the payment of which would materially adversely affect the Issuer's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Issuer's ability to meet its obligation hereunder) and at any time after 90 days from the entry thereof, unless otherwise provided in the final judgment (a) such judgment shall not have been discharged, or (b) the Issuer shall not have taken and be diligently prosecuting an appeal therefrom and, to the extent that any final process or proceeding supplementary to enforce such judgment is lawfully required, such process or proceeding has been stayed pending determination of such appeal; (vi) filing of a petition by or against the Issuer relating to bankruptcy, insolvency, declaration of financial emergency, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; (vii) in the case of invalidity or repudiation of this Resolution or the 2021 Note or any material provision thereof; or (viii) if a default or acceleration (including a right of holder of such debt to tender upon such default) of the outstanding principal is declared with respect to the Issuer's other outstanding indebtedness secured by a covenant to budget and appropriate legally available non-ad valorem revenues.

Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the 2021 Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes, to be performed by the Issuer.

In addition, any amount due hereunder not paid when due shall bear interest at the Default Rate (as defined in the 2021 Note).

Section 19: Anti-Dilution Test. As a condition precedent to the issuance of any debt or the incurrence of any other obligations which are secured by and/or payable solely from Non-Ad Valorem Revenues, the Issuer agrees to deliver to the Owner a certificate setting forth the

calculations of the financial ratios provided below and certifying that it is in compliance with the following:

(i) the average of the Non-Ad Valorem Revenues for the two most recent Fiscal Years for which audited financial statements of the Issuer are available is equal to or greater than 2.0 times the projected maximum annual debt service on the proposed debt or obligations and the other debt and obligations secured by and/or payable solely from all or a portion of such Non-Ad Valorem Revenue to be outstanding following the issuance of the proposed debt or obligations; and

(ii) projected maximum annual debt service on the proposed debt or obligations and the other debt and obligations secured by and/or payable solely from such Non-Ad Valorem Revenues will not exceed 30% of the average of all revenues which are deposited into the Issuer's general fund, special fund, debt service funds, and capital project funds, but excluding ad valorem tax revenues restricted to the payment of debt service on any debt and any debt proceeds (the "Governmental Fund Revenues") for the two most recent Fiscal Years for which audited financial statements of the Issuer are available.

For purposes of the covenants provided in this Section 19, "maximum annual debt service" shall mean the lesser of the actual maximum annual debt service on such debt and obligations, or 15% of the original par amount thereof. For the purpose of calculating maximum annual non-ad valorem debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30 Year Index or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer.

Section 20: Financial Information. Not later than 270 days following the close of each Fiscal Year, the Issuer shall provide the Owner with its Comprehensive Annual Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. Not later than 30 days following the adoption of the Issuer's annual budget, the Issuer shall provide the Owner with a copy of such annual budget. Upon request, the Issuer shall provide such other financial information as the Owner may reasonably request. The financial information referred to in this Section 20 shall be provided to the Owner without cost.

Section 21: Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the 2021 Note issued thereunder.

Section 22: Business Days. In any case where the due date of interest on or principal of 2021 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 23: Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 24: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 25: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 26: Members of the City Commission Not Liable. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Commission nor any person executing the 2021 Note shall be liable personally on the 2021 Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the 2021 Note or this Resolution.

Section 27: Authorizations. The members of the City Commission, the Mayor-Commissioner, the City Clerk, the Director, Financial Services Department and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the 2021 Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Lender to effectuate the sale of the 2021 Note. All action taken to date by the members of the City Commission, the Mayor-Commissioner, the City Clerk, the Director, Financial Services Department and the Issuer's officers, attorneys and other agents and employees in furtherance of the issuance of the 2021 Note is hereby approved, confirmed and ratified.

Section 28: Governing Law and Venue; Jury Trial Waiver. This Resolution and the 2021 Note shall be governed by the laws of the State. The Issuer and the Owner, by acceptance of the Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the 2021 Note. In the event of any legal proceeding arising out of or related to the

2021 Note, the Issuer and the Owner, by acceptance of the 2021 Note, each waive any objections to venue for any action brought in state court lying in St. Johns County. The Issuer and the Owner, by acceptance of the 2021 Note, also each waive any objection to venue for any action brought in federal court lying in the Middle District of Florida, Jacksonville Division. The Owner, by acceptance of the 2021 Note, and the Issuer each consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

Section 29: Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 30: Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 28th day of June, 2021.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to Form and Correctness:

City Attorney

EXHIBIT A

[FORM OF 2021 NOTE]

Dated Date: July 9, 2021

\$_____

Interest Rate 1.318%
(subject to adjustment as described herein)

STATE OF FLORIDA
CITY OF ST. AUGUSTINE, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that the City of St. Augustine, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of PNC BANK, NATIONAL ASSOCIATION, or registered assigns (hereinafter, the "Owner"), the principal sum of \$_____, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, provided, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of October 1, 2030.

The Interest Rate is equal to 1.318% per annum (subject to adjustment as described herein).

Interest shall be payable to the Owner on each April 1 and October 1, commencing on October 1, 2021 (the "Interest Payment Date").

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date described above.

Prior to October 1, 2026, this Note shall not be subject to prepayment. On or after October 1, 2026, this Note shall be subject to prepayment on any Business Day at the option of the Issuer in whole or in part at a price equal to 102% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER

PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE HEREINAFTER DESCRIBED RESOLUTION.

In the event and continuation of a Determination of Taxability, when an Event of Default has not occurred and is continuing, "Interest Rate" means a per annum rate equal to the Taxable Rate, effective retroactively to the date on which the interest payable on this Note is includable for federal income tax purposes in the gross income of the Owner. "Taxable Rate" means a rate as shall be determined by the Owner of this Note absent manifest error, as shall be necessary to provide to the Owner of this Note an after-tax yield on the then outstanding principal amount of this Note equal to the after-tax yield to the Owner of this Note, if such Determination of Taxability had not occurred, from the date such interest must be included in such gross income; provided, however, such adjusted Interest Rate shall never exceed the maximum rate allowed by law.

The Issuer shall on the next interest payment date following a Determination of Taxability (or if this Note shall have matured, within 30 days after demand by the Owner) hereon pay to the Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Taxable Rate from the effective date of the Determination of Taxability to such next interest payment date (or maturity date), and (B) the actual interest paid by this Issuer on this Note from such effective date of the Determination of Taxability to such next interest payment date (or maturity date), and (2) any interest, penalties, and other costs required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Owner arising as a result of such Determination of Taxability. For purposes hereof, "Determination of Taxability" means the circumstance of the interest on the Note becoming includable for federal income tax purposes in the gross income of the Owner solely as a consequence of any action or inaction by the Issuer. A Determination of Taxability will be deemed to have occurred upon (i) the receipt of a final decree or judgment of any federal court or the receipt by this Issuer or the Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum, Statutory Notice of Deficiency or similar document which holds that the interest on this Note is includable in the gross income of the Owner; (ii) the issuance of any public or private ruling of the Internal Revenue Service that the interest on this Note is includable in the gross income of the Owner; or (iii) receipt by this Issuer or Owner of an opinion of counsel experienced in tax matters regarding municipal bonds that the interest on this Note has become includable in the gross income of the Owner for federal income tax purposes; provided that in each case, such Determination of Taxability shall only occur if it is the result of an action or inaction by this Issuer. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner. This provision shall survive

payment of this Note until such time as the federal statute of limitations under which the interest on this Note could declared taxable under the Code shall have expired.

In no event, however, shall interest be charged or paid in an amount in excess of the maximum interest rate permitted to be paid under applicable law.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 11148, Laws of Florida, Special Acts of 1925, as amended, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, and a resolution duly adopted by the Issuer on June 28, 2021, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and, a pledge of and lien upon the Pledged Funds, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>
10/01/2021	
10/01/2022	
10/01/2023	
10/01/2024	
10/01/2025	
10/01/2026	
10/01/2027	
10/01/2028	
10/01/2029	
10/01/2030	

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

Upon and during the continuance of an Event of Default, this Note shall bear interest at the Default Rate until such Event of Default has been cured. For purposes of this Note, the term "Default Rate" shall mean the greatest of (i) 3% per annum in excess of the Prime Rate, or (ii) 3.5% per annum in excess of the Overnight Bank Funding Rate, or (iii) 7%; *provided*, however, in no event shall the Default Rate exceed the maximum interest rate permitted by applicable law.

"Prime Rate" shall mean the rate publicly announced by the Owner from time to time as its prime rate. The Prime Rate is determined from time to time by the Owner as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Owner to any particular class or category of customers.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Owner for the purpose of displaying such rate); *provided*, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of St. Augustine, Florida has issued this Note and has by its City Commission caused the same to be signed by its Mayor-Commissioner, to be attested by the signature of its City Clerk, and a facsimile of the official seal of the Issuer to be imprinted hereon and approved as to form and correctness by its City Attorney, all as of the 9th day of July, 2021.

CITY OF ST. AUGUSTINE, FLORIDA

(SEAL)

By: _____
Mayor-Commissioner

ATTESTED:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that PNC Bank, National Association (the "Lender") has not required the City of St. Augustine, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the \$_____ City of St. Augustine, Florida Capital Improvement Refunding Revenue Note, Series 2021 (the "Note") and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. ("Note Counsel") or Isabelle C. Lopez, Esq. (the "City Attorney") as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney. Any capitalized undefined terms used herein and not otherwise defined shall have the meanings set forth in a resolution adopted by the City on June 28, 2021 (the "Resolution").

We are aware that a loan, as evidenced by the Note, involves various risks, and that the payment of the Note is not a general obligation and is secured solely from the sources described in the Resolution (the "Note Security").

We made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the City and its representatives. We had access and reviewed such information, including financial statements and other financial information, concerning the City as we deemed necessary and as a reasonable investor would attach significance in making investment decisions. We had an opportunity to ask questions and receive answers concerning the City.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We understand that the Note is a limited special obligation of the City payable from the Pledged Funds in the manner and to the extent provide in the Resolution.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, as amended, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. However, we may in the future make transfers of the Note to Permitted Lenders without the consent of the City; *provided, however*, such transfers shall not be for less than a \$100,000 denomination (or, if less, the outstanding balance of the Note).

We understand that any information submitted to the City is considered a public record and may be reviewed by any persons interested in doing so as provided under Section 119.071(1)(b), Florida Statutes.

We are a bank, trust company, savings institution, insurance company, dealer, investment company as defined by the Investment Company Act of 1940, pension or profit-sharing trust, or qualified institutional buyer as defined by rule of the commission in accordance with Securities and Exchange Commission Rule 144A (17 C.F.R. 230.144A(a)) as set forth in Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 9th day of July, 2021.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: J. Michael Olliff
Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, on behalf of PNC Bank, National Association, as lender (the "Lender"), proposes to negotiate with the City of St. Augustine, Florida (the "Issuer") for the private purchase of its \$_____ Capital Improvement Refunding Revenue Note, Series 2021 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$5,500
Akerman LLP
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Issuer disclosed to the Lender that the Note is being issued primarily to refund the Issuer's outstanding Capital Improvement Refunding Revenue Bonds, Series 2011B and to pay associated transactional costs.

Unless earlier prepaid, the Note is expected to be repaid by October 1, 2030 at an interest rate of 1.318% per annum and total interest paid over the life of the Note is estimated to be \$_____.

The Note is payable from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues as described in a resolution of the Issuer adopted on June 28, 2021, relating to the Note (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately \$_____ of the Non-Ad Valorem Revenues not being available to finance other services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Lender is as follows:

PNC Bank, National Association
201 North Franklin Street, Suite 1500
Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 9th day of July, 2021.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: J. Michael Olliff
Title: Senior Vice President

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

ITEM 10.A.

Presentation: King Street Transfer

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 17, 2021

RE: Agenda Item for June 28, 2021 City Commission Meeting;
King Street, Cathedral Place and San Sebastian Bridge Transfer of Ownership
Proposal Presentation

I would like to present a proposal for The Florida Department of Transportation (FDOT) to transfer the ownership of right-of-way for King Street, Cathedral Place, Cordova Street and the San Sebastian Bridge located between US 1 and Avenida Menendez to the City of St. Augustine (COSA).

It is in the best interest of the COSA to control this entry corridor bisecting the City to enact mobility improvements consistent with the COSA's Mobility Plan. The transfer of ownership shall include a lump sum payment by the State. Please see attached Transfer of Ownership Proposal Worksheet for commission review and let me know if you have any questions or concerns regarding this agenda item.

Action Requested: Permission to formally negotiate the transfer of right-of-way ownership with FDOT.



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

Attachment: King Street, Cathedral Place, Cordova Street and San Sebastian Bridge Transfer of Ownership
Proposal Worksheet

cc: City Attorney & Department Heads



King Street, Cathedral Place, Cordova Street and San Sebastian Bridge

Transfer of Ownership Draft Proposal Worksheet

Proposal

The Florida Department of Transportation (FDOT) transfers the ownership of right-of-way for King Street, Cathedral Place, Cordova Street and the San Sebastian Bridge located between US 1 and Avenida Menendez to the City of St. Augustine (CoSA). It is in the best interest of the CoSA to control this entry corridor bisecting the City to enact mobility improvements consistent with the CoSA's Mobility Plan. The transfer of ownership shall include a lump sum payment by the State and an agreement for the State to reconstruct the San Sebastian Bridge with CoSA's design input. Ownership of the bridge will be transferred to CoSA once the reconstruction is complete. The FDOT commits to a redesign of the intersections located at the western base of the Bridge of Lions including Cathedral Place/Avenida Menendez and King Street/Avenida Menendez to permit two-way traffic along the segment of King Street between Avenida Menendez and Cordova Street. The FDOT also commits to evaluating and if feasible work with the City to design, permit and construct a pedestrian/bicycle bridge crossing US 1 connecting east King Street to west King Street.

Segment Data

Street Name	Length (mi)	Length (ft)
King Street	0.72	3802
Cathedral Place	0.2	1056
Cordova Street	0.03	158
San Sebastian Bridge	0.11	581
Total	1.06	5597

Total Proposal Cost

Segment ID	Street/Bridge Improvements	Pavement Maintenance	Intersection Replacement & Maint.	Total Cost	Total Funds to Transfer to CoSA
King Street	\$14,000,000	\$152,500	\$1,025,000	\$15,177,500	\$15,177,500
Cathedral Place	\$2,100,000	\$43,259	\$205,000	\$2,348,259	\$2,348,259
Cordova Street	\$350,000	\$6,473	\$ -	\$356,473	\$356,473
San Sebastian Bridge	\$8,000,000	\$26,420	\$ -	\$8,026,420 ¹	\$26,420
Total	\$24,450,000	\$228,652	\$1,230,000	\$25,908,652	\$17,908,652

1. The San Sebastian Bridge improvements will be paid and constructed by the FDOT and is not part of the total funds to be transferred to the CoSA.



King Street, Cathedral Place, Cordova Street and San Sebastian Bridge

Transfer of Ownership Draft Proposal Worksheet

Street Segment Descriptions

King Street: King Street is a 0.72-mile urban collector street that traverses the CoSA east and west connecting US 1 and Avenida Menendez. This segment of King Street includes eleven (11) intersections of which seven (7) are signalized with traffic lights and pedestrian crossings. Eight (8) of the intersections will be transferred to the CoSA to own and maintain including five (5) intersections with existing traffic light and pedestrian crossing signals. The City plans to underground the electric along King Street between the east side of the bridge and Sevilla Street.

Cathedral Place: Cathedral Place is a 0.20-mile urban collector street that traverses the CoSA east and west connecting Cordova Street and Avenida Menendez. This segment includes four (4) intersections of which two (2) are signalized with traffic lights and pedestrian crossings. Three (3) of the intersections will be transferred to the CoSA to own and maintain including one (1) intersection with existing traffic light and pedestrian crossing signals.

Cordova Street: Cordova Street is a 0.03-mile urban collector street that traverses the CoSA north and south connecting Cathedral Place and King Street. The intersections are accounted for with King Street and Cathedral Place.

San Sebastian Bridge: The San Sebastian Bridge spans the San Sebastian River and is approximately 0.11 miles in length and is located along the King Street segment. The FDOT would reconstruct the bridge with design input from the CoSA. Prior to reconstruction an agreement shall be made for the CoSA to accept ownership and maintenance once completed. Every two (2) years the State inspects the bridge and provides the inspection report to the CoSA. When it becomes time to reconstruct the bridge at the end of its life cycle (50-75 yrs.) there are state/federal funds to assist with the cost.

Avenida Menendez/US 1 Intersection(s): The FDOT must agree to allow utilities and drainage facilities to cross State right-of-way. The US 1 and Avenida Menendez intersections will remain under the FDOT ownership, but the traffic signals will be maintained by the CoSA per a maintenance agreement. The FDOT will redesign the Avenida Menendez/King Street intersection to allow for two-way traffic on the King Street segment between Avenida Menendez and Cordova Street.

Pedestrian/Bicycle Bridge: The CoSA requests the FDOT to evaluate and if feasible work with the CoSA to design, permit and construct a ped/bike bridge crossing US 1 connecting west King Street to east King Street. The CoSA will acquire the necessary land/easements for the landing areas.



King Street, Cathedral Place, Cordova Street and San Sebastian Bridge

Transfer of Ownership Draft Proposal Worksheet

Intersection Information and Cost Estimate

Intersection ID	Signalized w/ Traffic Light	Proposed Owner	CoSA Annual O&M	CoSA Replace Cost	CoSA Total
Avenida Menendez/King Street	Yes	FDOT	\$ -	\$ -	\$ -
Avenida Menendez/Cathedral Pl	Yes	FDOT	\$ -	\$ -	\$ -
Charlotte Street/King Street	No	CoSA	\$ -	\$ -	\$ -
Charlotte Street/Cathedral Pl	No	CoSA	\$ -	\$ -	\$ -
St. George Street/King Street	Yes	CoSA	\$5,000	\$200,000	\$205,000
St. George Street/Cathedral Pl	Yes	CoSA	\$5,000	\$200,000	\$205,000
Cathedral Place/Cordova Street	No	CoSA	\$ -	\$ -	\$ -
Cordova Street/King Street	Yes	CoSA	\$5,000	\$200,000	\$205,000
Sevilla Street/King Street	No	CoSA	\$ -	\$ -	\$ -
MLK Avenue/King Street	Yes	CoSA	\$5,000	\$200,000	\$205,000
Markland Place/King Street	No	CoSA	\$ -	\$ -	\$ -
Riberia Street/King Street	Yes	CoSA	\$5,000	\$200,000	\$205,000
Malaga Street/King Street	Yes	CoSA	\$5,000	\$200,000	\$205,000
Prawn Street/King Street	No	CoSA	\$ -	\$ -	\$ -
US 1/King Street	Yes	FDOT	\$ -	\$ -	\$ -
Total			\$30,000	\$1,200,000	\$1,230,000

Operation & Maintenance Cost Estimate

Segment ID	CoSA Annual O&M	CoSA Pavement (15yr cycle)	CoSA Total
King Street	\$2,500	\$150,000	\$152,500
Cathedral Place	\$1,600	\$41,659	\$43,259
Cordova Street	\$240	\$6,233	\$6,473
San Sebastian Bridge	\$3,500	\$22,920	\$26,420
Total	\$7,840	\$220,812	\$228,652

Street/Bridge Improvements Cost Estimate

Segment ID	CoSA Improvements	FDOT Improvements	Underground Electric	Total Improvement
King Street	\$12,000,000	\$ -	\$2,000,000	\$14,000,000
Cathedral Place	\$2,100,000	\$ -	\$ -	\$2,100,000
Cordova Street	\$350,000	\$ -	\$ -	\$350,000
San Sebastian Bridge	\$ -	\$8,000,000	\$ -	\$8,000,000
Total	\$14,450,000	\$8,000,000	\$2,000,000	\$24,450,000

ITEM 10.B.

Presentation: Police Accomplishments

CITY OF ST. AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: June 17, 2021

RE: Commission Presentation

St. Augustine Police Department Chief Barry E. Fox will be retiring on June 30, 2021. This presentation will be meant to update the commission of the department's goals and accomplishments within the last five years.

If you concur, please place this matter on the next available agenda.

Thank you for your consideration in this matter.

Barry E. Fox
Chief of Police

dt
attachment
cc: D. Galambos, City Clerk w/original attachment



St. Augustine Police Department

Barry E. Fox
Chief of Police
City of St. Augustine

City Commission Meeting
June 28, 2021

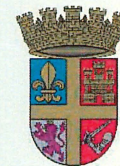


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Accomplishments:

➤ Department:

- **Installation of CTS America**
- **Complete “Communications Center” remodel**
- **Vehicle Rebranding**
- **Uniform Redesign**



CITY OF
ST AUGUSTINE
— EST. 1565 —

Accomplishments:

➤ Department:

- **Addition of two School Resource Officers**
 - **In cooperation with the St. Johns County School Board.**
- **Social Media**
 - **Largest social media platform within the COSA**



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Accomplishments:

➤ Community Involvement:

- **“WAVE” – Women Against Violent Encounters**
- **Big Brothers / Big Sisters**
- **High School Football and Youth Baseball coaches**



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Accomplishments:

- **Community concerns:**
 - **Established a Mesh Camera system within the Historic Downtown core**
 - **In cooperation with the National Park Service**
 - **Addition of Less-Lethal weapons**
 - **40 mm and shotgun platforms**
 - **AXON Body Cameras**



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➤ Community concerns:

- **“Crisis Intervention Training” for all SAPD Officers**
- **“Active Shooter” training for churches and businesses**
- **“Active Shooter” training for all COSA employees**



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➤ Community concerns:

- **Establishment of the civilian “Traffic Control Assistant”**

- **Establishment of additional Downtown Patrol**
 - **Addition of two officers**

- **Establishment of the “Community Outreach Team”**
 - **Addition of two officers**



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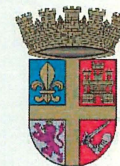
Community Outreach Team:

➤ St. Francis Housing Crisis Center:

- 778 individuals have been introduced to the program.
- Approximately 6% have moved into a positive housing environment

➤ Family Reunification Program:

- 304 individuals have been reunited with family members.



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Succession Plan Training:

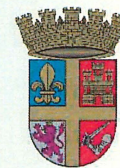
- **Federal Bureau of Investigation National Academy**
 - Assistant Chief
 - Commanders
- **Florida Police Chiefs Association**
 - Assistant Chief
 - Commanders
- **Florida Criminal Justice Executive Institute**
 - Commanders
- **Federal Executive Development Seminar**
 - Sergeants
- **Florida Leadership Academy**
 - Sergeants



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Community related events:

- Two Hurricanes:
 - Hurricane Matthew
 - Hurricane Irma
- And a NEAR miss:
 - Hurricane Dorian
- Approximately 50 demonstrations

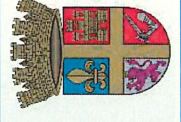
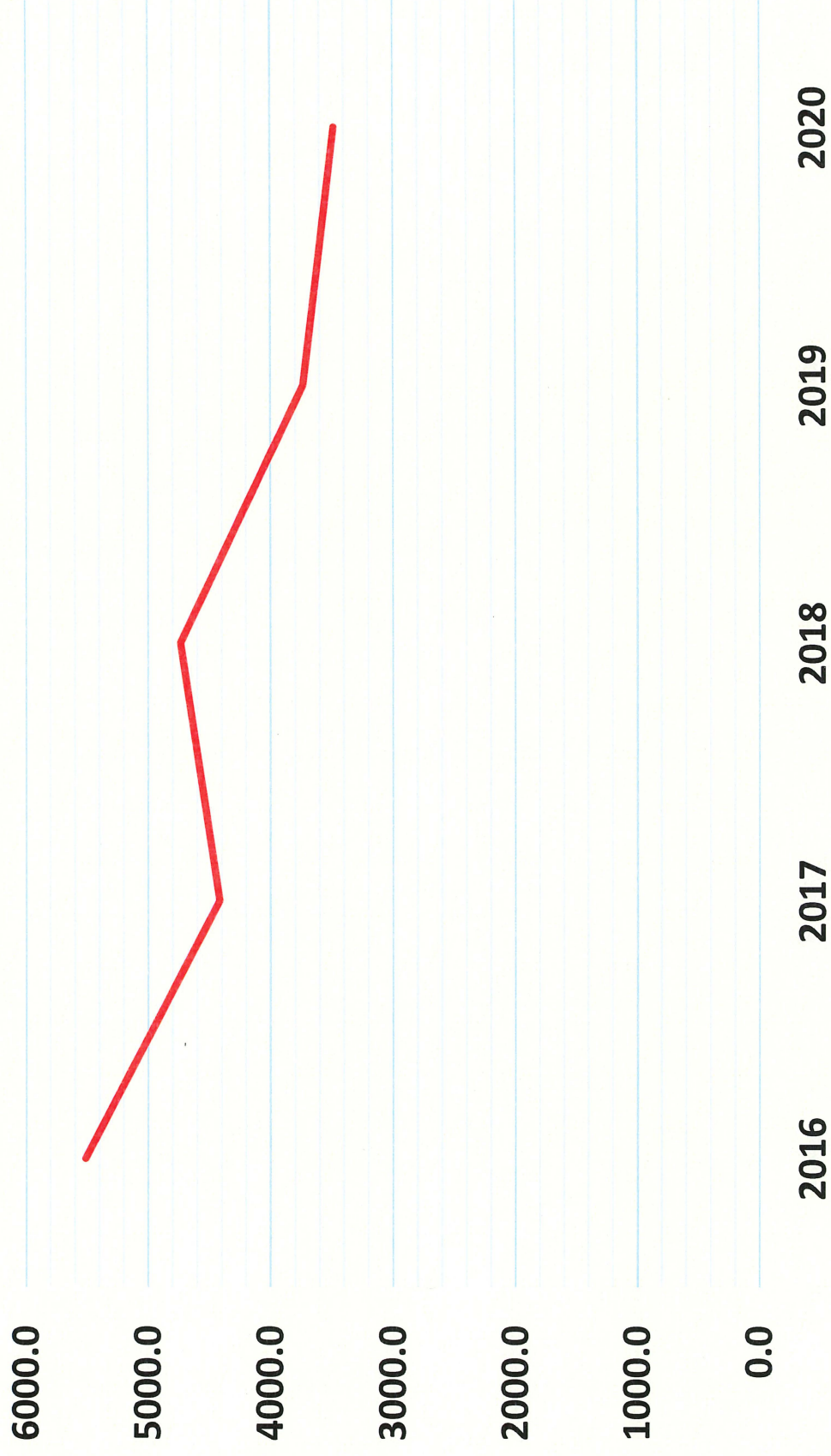


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Community related events:

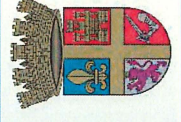
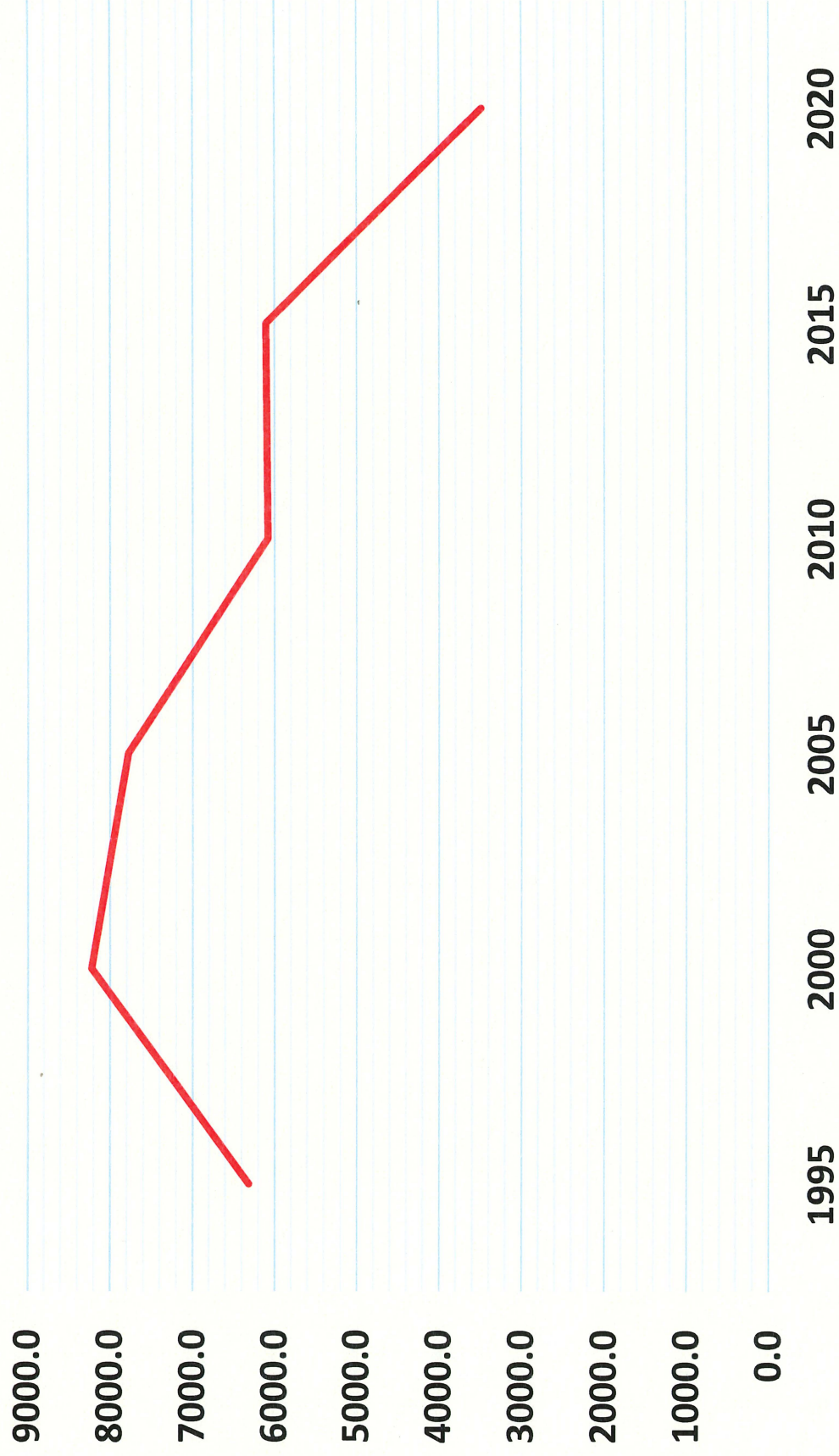
- Confederate Monument/Memorial relocations
- Pandemic
- Covid 19

5 Year Crime Rate:



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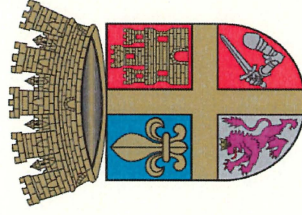
25 Year Crime Rate:



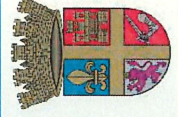
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Questions?

Thank you!



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ITEM 10.C.

Presentation: Fish Island

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

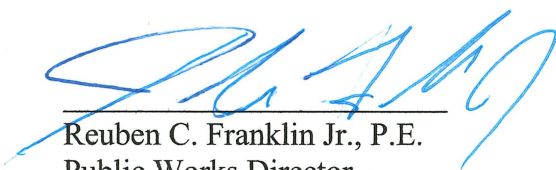
DATE: June 17, 2021

RE: Agenda Item for June 28, 2021 City Commission Meeting
Fish Island Preserve Management Plan Approval

Public Works requests a presentation be placed on the staff agenda for the June 28, 2021 meeting for Commission discussion and approval. Items to be discussed will include:

- Commission approval of the state-approved management plan.
- Brief update on what has been done to date on Fish Island Preserve.
- Updated timeline for upcoming projects.

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

Attachments: Fish Island Preserve Presentation
Fish Island Preserve Land Management Plan



Fish Island Preserve Management Plan Approval and Project Update

J.B. Miller
Land Management Coordinator
City of St. Augustine

*St. Augustine City Commission Meeting
June 28, 2021*

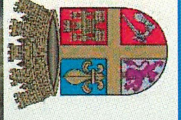


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Fish Island

01/11/2019

© All Pictometry



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Partners

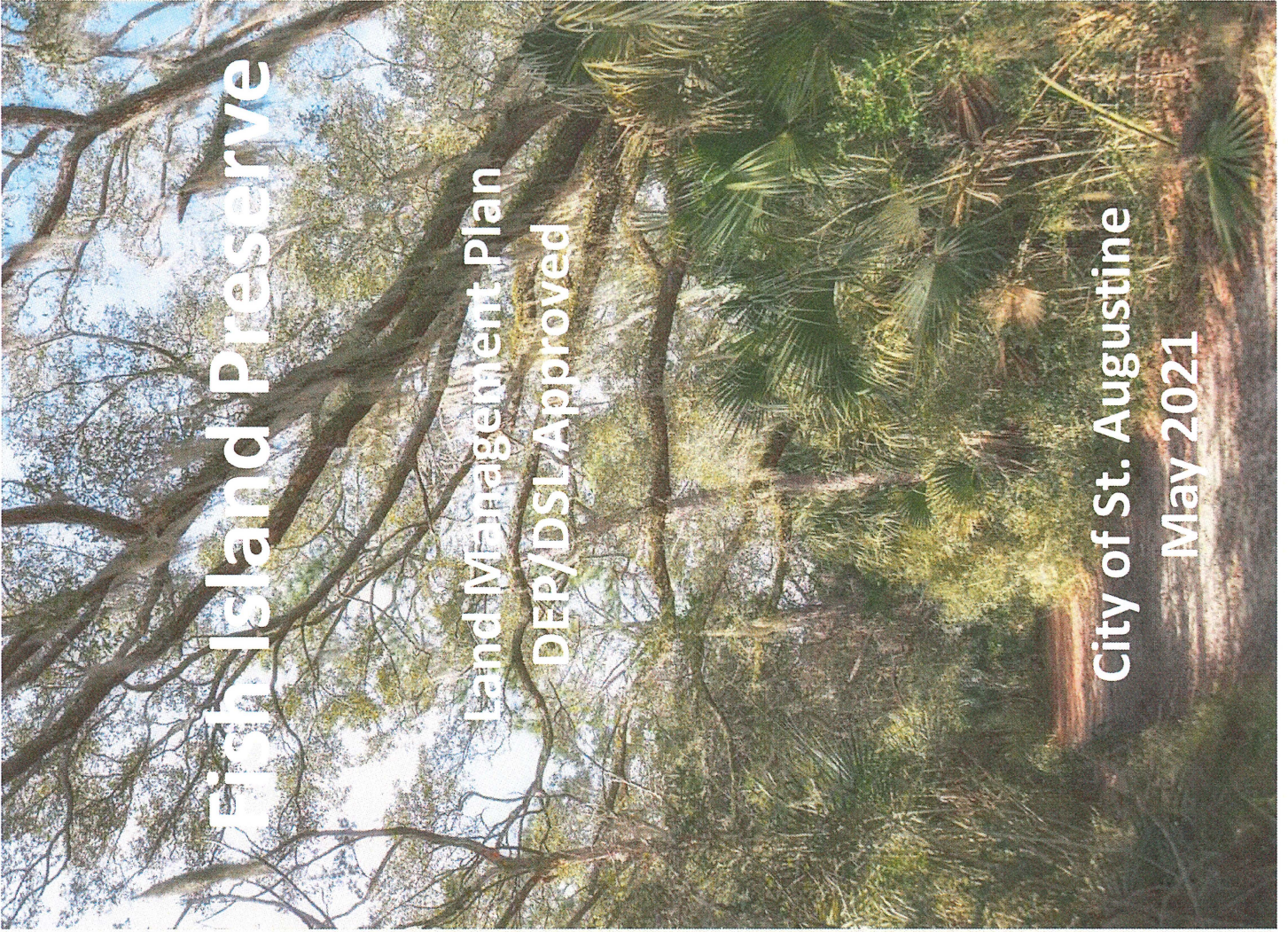
- Department of Environmental Protection – Division of State Lands
- City of St. Augustine
- North Florida Land Trust
- Matanzas Riverkeeper
- Save Fish Island
- St. Johns Audubon
- Keepers of the Coast

Special thanks to:

- Governor DeSantis and Cabinet, Senator Rob Bradley and Representative Travis Cummings
- St Augustine City Commission
- Jim Young and Sid Ansbacher
- All of the amazing volunteers that joined together to remove trash from Fish Island



CITY OF
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EST. 1565



Fish Island Preserve

Land Management Plan
DEP/DSL Approved

City of St. Augustine
May 2021

Accomplishments, to Date

- Removed approximately 325 cubic yards of trash from the property.
- Executed the lease with the Department of Environmental Protection.
- Completed questionnaire.
- Obtained permission to construct a temporary parking area – Phase I. Site is prepared.
- Executed public access easement across private inholding.
- Conducted a public workshop.
- Submitted the draft management plan to DEP and received state approval.
- Completed annual monitoring of cultural resources (SAAA and FPAN).
- Invasive exotic plant control project, funded by FWC, is currently underway on the entire property.



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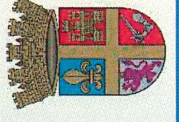
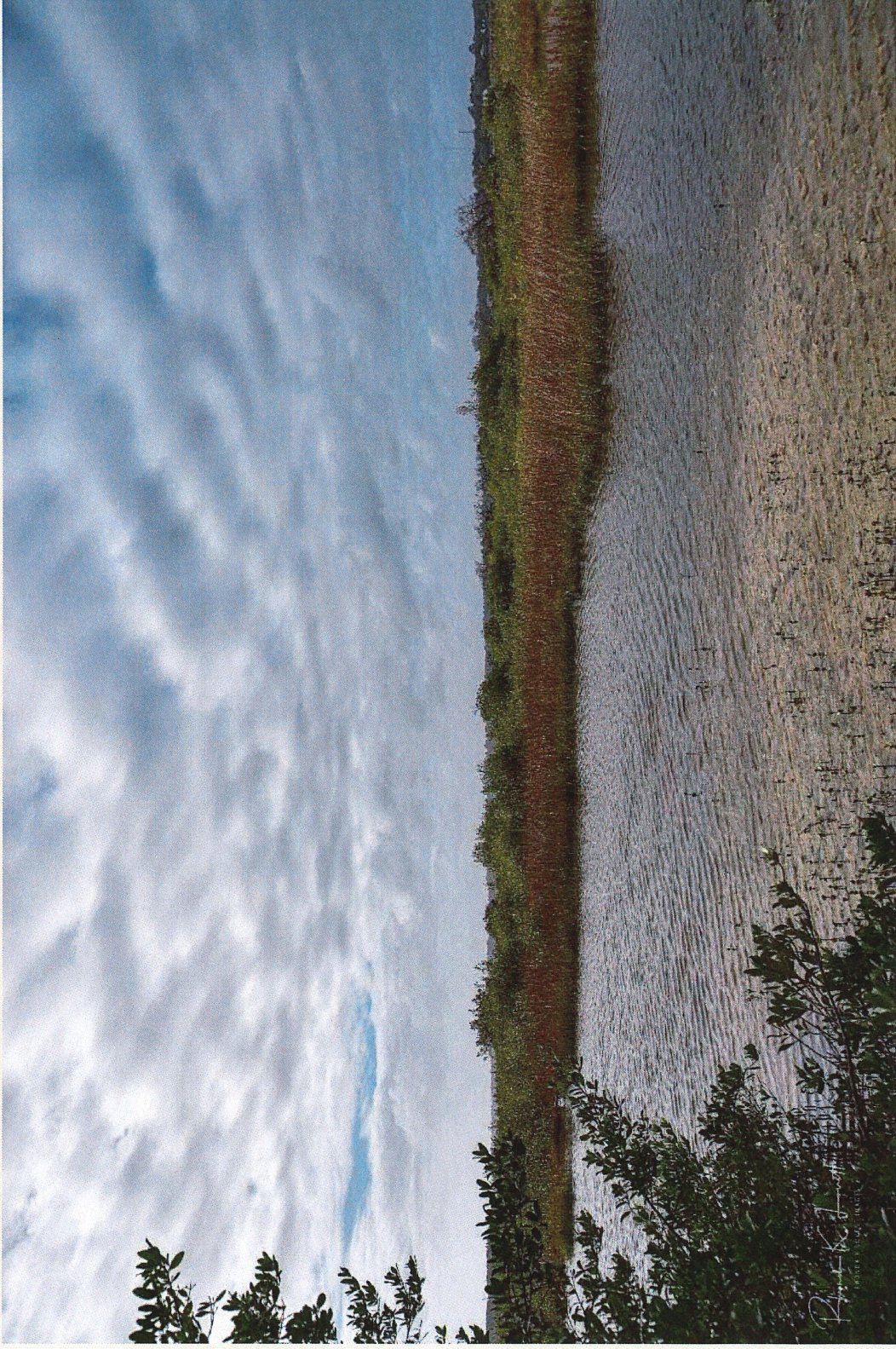
Upcoming Projects

- Finish parking area/trailhead. Currently procuring diamond rail fencing, mesh and 57 stone (to stabilize sandy soil), bike racks and curb stops. Install information sign (2021).
- Finish trimming and blazing the trail system (phase 1) (2021).
- Design, purchase and install interpretive signs and kiosks (2021).
- Purchase and install benches and picnic tables (2021).
- Have Grand Opening (late 2021).
- Start application process for historic monument sign and install it (2021-2).
- Install two observation platforms (2022), if funding is available.
- Clear, trim and blaze the North Trail (2022).

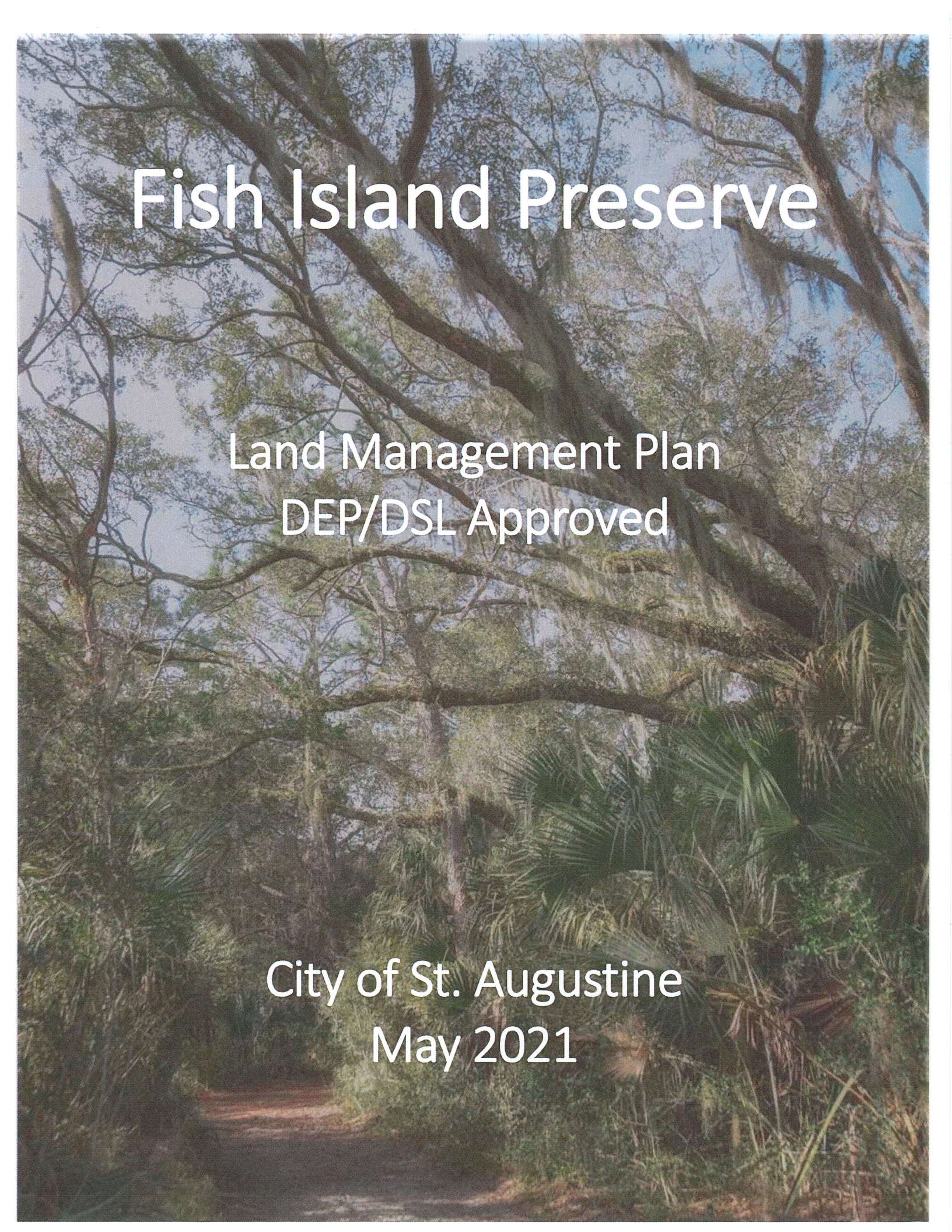


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Any Questions?



CITY OF
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— EST. 1965 —



Fish Island Preserve

Land Management Plan
DEP/DSL Approved

City of St. Augustine
May 2021

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Land Management Plan Executive Summary

Lead Manager: City of St. Augustine

Property Name: Fish Island Preserve

Location: St. Johns County

Acreage Total: 59.21 acres

FNAI Natural Community	Acres	Percent of Total Area
Maritime Hammock	30.8	52.0%
Salt Marsh	4.6	7.8%
Xeric Hammock	3.0	5.1%
Hydric Hammock	1.5	2.5%
FNAI Altered Landcover		
Spoil Area	15.0	25.3%
Artificial Pond	2.1	3.6%
Canal/ditch	1.8	3.0%
Developed	0.4	0.7%

Board of Trustees Lease Number: 4843

Use: Single

Management Agency

City of St. Augustine

FL FWCC

FL Forest Service

Division of Historical Resources

Responsibility

Lead Manager, Law Enforcement

Law Enforcement, Imperiled and Exotic Species Mgmt.

Wildfire

Cultural Resource Management

Designated Land Use: Passive Park

Sublease(s): None

Encumbrances: Six public easements and two private easements

Type Acquisition: Florida Forever

Unique Features: Maritime Hammock and salt marsh

Archaeological/Historical: Seven documented sites, including one National Register of Historic Places site

Management Needs: Protection, preservation and maintenance of cultural resources; restoration and maintenance of natural communities; exotic and invasive species control and maintenance;

imperiled species habitat maintenance, improvement and restoration; provide public access and resource-based recreational opportunities.

Acquisition Needs: 2.5-acre inholding

Surplus Acreage: None

Public Involvement: Website questionnaire, public workshop and city commission meeting.

Do not write below this line (For Division of State Lands Use only)

ARC Approval Date:

BTIITF Approval Date:

Comments:

Introduction

Fish Island Preserve is located on Anastasia Island within the City of St. Augustine in St. Johns County (see Map 1). The preserve is located just east of the S.R. 312 bridge over the Matanzas River.

Fish Island was acquired in November 2019 and is part of the Northeast Florida Blueways Florida Forever Project. It is 59.21 acres and is owned in fee simple title by the Trustees of the Internal Improvement Trust Fund (Trustees) and was purchased utilizing Florida Forever funds. On October 6, 2020, a lease was executed between the Trustees and the City of St. Augustine for 50 years (Lease # 4843) for management of the property. The lease also contains the legal description of the property and is available from the Trustees or the City of St. Augustine.

Fish Island Preserve is designated passive, single-use to provide public outdoor recreation compatible with the protection of the preserve's natural and cultural resources.

Purpose and Significance of the Property

The purpose of Fish Island Preserve is to protect the natural and cultural resources of the preserve and provide passive resource-based public outdoor recreation, such as hiking, bicycling, nature appreciation, and the interpretation of the natural and cultural resources.

Property Significance

- The preserve provides habitat for a variety of imperiled species, in particular wading birds and migratory songbirds.
- The preserve contains significant pre-historic and historic resources and is listed on the National Register of Historic Places.
- Fish Island Preserve provides visitors a respite from its urban surrounding. From the wonderful shade of a maritime hammock, visitors can learn about the property's natural and cultural resources.
- Fish Island Preserve provides storm and groundwater protection and perhaps most importantly provides the local community with continued coastal resilience.

Purpose and Scope of the Plan

This management plan serves as the statement of direction and policy for the management of Fish Island Preserve for the next 10 years. It includes basic information necessary to manage the preserve's natural and cultural resources and balance public use. It also includes short-term and long-term goals and objectives. It is intended to be consistent with the State Lands Management Plan and its governing Florida statutes and administrative codes.

This plan is composed of three components: Resource Management, Land Use, and Implementation. The Resource Management Component provides a narrative of the natural and cultural resources of the preserve. It outlines important resource management measures such as exotic plant management, cultural resource management, imperiled species management, and restoration of impacted natural communities. Lastly, it provides measurable resource management goals and objectives.

The Land Use Component addresses public use of the preserve's resources. Measurable goals and objectives are established that are compatible with the preserve's natural and cultural resources, which includes their size and location. Public use areas and compatible facilities have been identified.

The Implementation Component condenses all the management plan's goals and objectives into a single table and provides a schedule and cost estimates for each objective.

Any resource alteration or development proposed in this management plan is subject to all applicable permits, etc. Management plan approval does not exempt the City from complying with local, state, and federal requirements.

The possibility for the preserve to accommodate secondary management purposes was evaluated during the development of this plan. Based primarily on the preserve's natural and cultural resources, it was determined that no secondary management purposes could be allowed that would not conflict with the primary purposes of the property – protection of the cultural and natural resources and providing resource-based outdoor recreation.

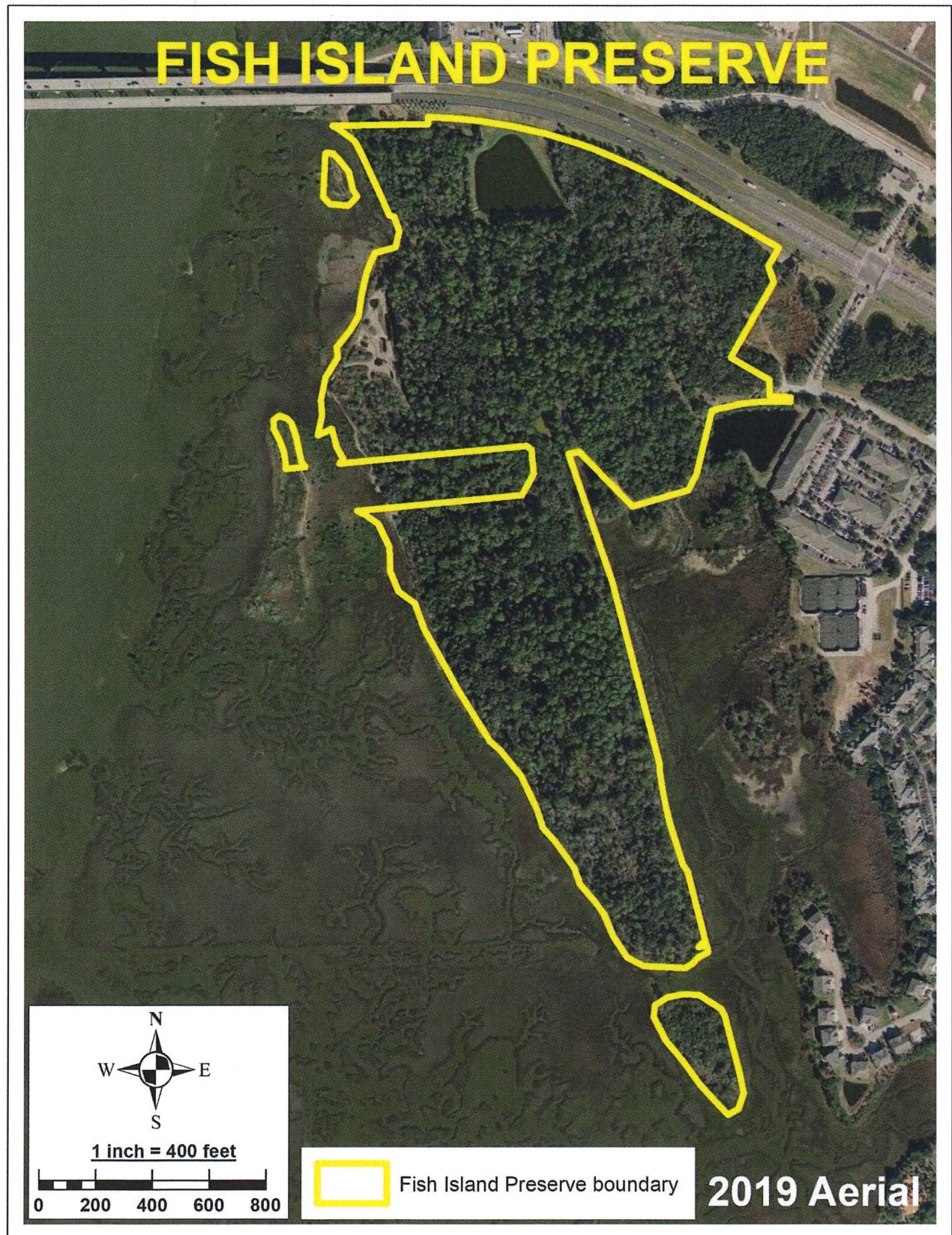
After analyzing the property's resources, it was determined that multiple-use management activities would not be appropriate for this property.

Currently the City of St. Augustine does not have a parks department. In order to accomplish many of the goals and objectives in the management plan, private contractors will be utilized.

Map 1 – Location Map



Map 2 - 2019 Aerial with Property Boundary Map



Management Program Overview

Management Authority and Responsibility

Management of Fish Island by the City of St. Augustine is authorized by the Board of Trustees of the Internal Improvement Trust Fund (Trustees) via a management lease (Lease #4843) executed on October 6, 2020. All management activities proposed on the leased area are outlined in the Resource Management Component of this plan.

Preserve Management Goals

Following is a summary of the preserve's management goals for Fish Island:

- Maintain and restore the preserve's natural communities.
- Protect and preserve the preserve's cultural resources.
- Control invasive exotic plants and animals in the preserve.
- Protect water quality in the preserve.
- Protect and maintain imperiled species and their associated habitat.
- Provide public use that is compatible with the preserve's natural and cultural resources.

Management Coordination

The following state agencies assist in the management of the property's resources. The Florida Fish and Wildlife Conservation Commission (FWC) assists the City with law enforcement support and imperiled and exotic species management. The Florida Department of State's Division of Historical Resources assists with the monitoring and management of the preserve's cultural resources. In the event of a wildfire, the Florida Forest Service will provide assistance.

Public Participation

The City originally wanted to conduct two public workshops in order to provide public input for the draft management plan. Due to the COVID pandemic, it was decided to substitute the first workshop with a questionnaire on the Fish Island website. The questionnaire was designed to learn what recreational uses and amenities the public would like to see at Fish Island Preserve. The questionnaire ran from July 17 – August 23, 2020 and had 653 responses.

A public workshop was held on March 4, 2021 and was announced at the City Commission meeting that proceeded the public workshop. In addition, it was announced on the Fish Island website, social media, City press releases and the City's News and Notes. Video and audio of the meeting can be obtained from the city by request.

Other Designations

Fish Island is not located within a Florida Area of Critical State Concern and is not presently being considered for that designation. The surface waters within and surrounding this preserve are classified as Class III and are not within an aquatic preserve.

The preserve is listed in the Parks and Preserves list of the Natural Resources of Regional Significance element in the Northeast Florida Regional Council's Strategic Regional Policy Plan.

The preserve is adjacent to the Florida Circumnavigational Saltwater Paddling Trail (Segment 24) as designated by the FL Department of Environmental Protection's Office of Greenways and Trails.

RESOURCE MANAGEMENT COMPONENT

Introduction

This component of the management plan describes the natural and cultural resources of Fish Island Preserve and how these resources are to be managed. The resource management program for natural resources utilizes best management practices and follows ecosystem management principles. The primary goal is to protect, manage, and restore (or enhance) the natural communities. It is also important to provide public use of the property and ensure that this use is consistent with the protection and management of the natural communities.

The resource management program for the preserve's cultural resources utilizes best management practices established by the Division of Historical Resources. The primary goals are to monitor and protect the cultural sites.

Fish Island Preserve is divided into five management zones to facilitate the management activities on the property. These zones are delineated based on several factors including historical use of the property and existing trails. Map 3 depicts the location of the zones and Table 1 provides the acreage and whether cultural resources have been documented within the zone.

Table 1: Management Zones

Management Zone	Zone Acreage	Contains Documented Cultural Resources
FI-1	11	Yes
FI-2	22	Yes
FI-3	2	No
FI-4	22	Yes
FI-5	2	Not surveyed

Resource Description and Assessment

Natural Resources

Physiography/Topography

The following description of the physiography for the Fish Island area follows Brooks, 1981. Most of the state of Florida is part of a distinctive physiographic unit – the Florida section. The topographic features have been influenced by the solution of the underlying limestones. This, in part, has led to a strong relationship between the natural communities and the physiographic units.

Physiographic District: Eastern Flatwoods – a sequence of barrier islands and associated lagoons formed in the Pleistocene.

Sub-district: Central Atlantic Coastal Strip – a coastal strip of land modified by shoreline processes during the late Pleistocene. This occurred at a time when sea level was 6-10 feet above its present level.

Sub-division: St. Augustine-Edgewater Ridge – perched beaches over top of a coquina ridge.

Elevations at Fish Island Preserve range from sea level to 30 ft. (NAVD88). The 30 ft. area is associated with a large spoil pile near the entrance to the property that was deposited in the late 1990's. The highest natural elevation is approximately 9 ft. (see Topographical Map).

Geology

The description and figure of the geomorphology and geology of this area follows Green et al, 2014. The Fish Island area is part of the Barrier Island Sequence District. This is an area characterized by beach ridges, dunes and paleo-lagoons. It is further broken down into geomorphic terranes. The Fish Island area is part of the Atlantic Coast Complex. It is a terrane of undifferentiated Quaternary sediments, undifferentiated Tertiary and Quaternary shelly sediments, with occasional outcrops of Pleistocene Anastasia Formation (coquina).

Following is a short description of the lithostratigraphic units starting from the surface and moving downward. This information can be viewed graphically in Figure 1.

Fish Island is underlain by Holocene sediments comprised of quartz sands, organics, humate and minor carbonate sands. Holocene sediments formed in the last 10,000+/- years (after the last glacial period). These sediments are part of the Surficial aquifer system.

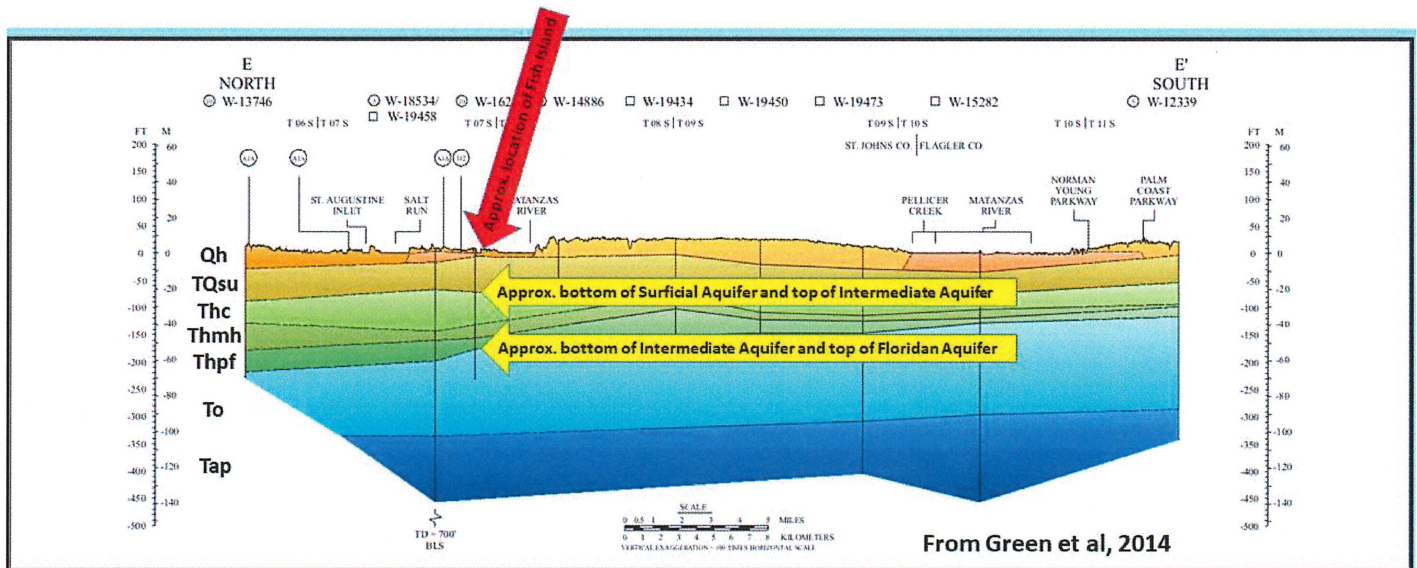
Below the Holocene sediments are undifferentiated Pliocene/Pleistocene shelly sediments that date from approximately 3 million years ago until the Holocene. Permeable portions of these sediments are also part of the Surficial aquifer system.

Next are units of the Hawthorn Group, which were deposited during the Miocene, approximately 11 – 23 million years before present. Under Fish Island, these deposits are from 75 ft. – 180 ft. below land surface are further delineated into the Coosawhatchie Formation, the Marks Head Formation, and the Penney Farms Formation (descending order). The Hawthorn Group sediments are primarily quartz sands, silts and clays (phosphates) with some dolostone and limestone (carbonates). These sediments form the Intermediate aquifer system and the Intermediate confining unit.

Extending from approximately 180 ft. to 340 ft. below land surface is the Ocala Limestone which forms the upper part of the Floridan aquifer system. It is a limestone that is comprised primarily of former living organisms such as foraminifera (single-celled animal plankton) and molluscs, and dates from the Upper Eocene (34 – 40 million years before present). It is commonly divided into an upper and lower unit with the primary difference being the upper unit containing more fossiliferous limestone than the lower unit.

The deepest sediments are from the Avon Park Formation and are primarily comprised of limestone and dolostone from the Middle Eocene (> 40 million years before present). Under Fish Island the top of the Avon Park Formation is approximately 340 ft. below ground surface and extends for hundreds of feet. There are not a lot of deep wells available in this area to quantify the thickness of this formation.

Figure 1 – Cross-section of lithostratigraphic units



Qh = Holocene sediments
TQsu = Undifferentiated Pliocene/Pleistocene shelly sediments
Thc = Hawthorn Group, Coosawhatchie Formation (Middle Miocene)
Thmh = Hawthorn Group, Marks Head Formation (Lower Miocene)
Thpf = Hawthorn Group, Penney Farms Formation (Lower Miocene)
To = Ocala Limestone (Upper Eocene)
Tap = Avon Park Formation (Middle Eocene)

Soils

The Soil Survey of St. Johns County (USDA, 1983) identifies nine soil types within the boundary of Fish Island Preserve. Five soil types are considered upland soils – Adamsville, Ona, Orsino, St. Augustine, and Smyrna. It should be noted that the area mapped as St. Augustine fine sand was historically salt marsh and was hydraulically filled in the mid-1920's. The remaining four soil types (Moultrie, Pellicer, St. Johns, and Samsula) are wetland soils.

Detailed descriptions of the soils of Fish Island Preserve can be found in Addendum 4.

Minerals

No deposits of commercially valuable minerals have been identified at the preserve.

Hydrology

Surface Water

The St. Johns River Water Management District (SJRWMD) delineates its district area into surface water basins (waterways). The individual basins are further delineated into sub-basins or watersheds. Fish Island Preserve is located within the Northern Coastal Basin, an approximately 484,000-acre area stretching from the Guana River watershed (southern Duval County) south to the Spruce Creek watershed in Volusia County. All these watersheds drain toward the Atlantic Ocean. The SJRWMD adopted a Surface Water Management Plan (SWIM) for the Basin in 2003 with a goal of enhancing, restoring, and managing the water quality and wetland resources within the basin's estuaries (SJRWMD, 2003). The major surface water resource challenges in the SWIM plan range from stormwater runoff to leaking septic systems to boat wakes.

Fish Island Preserve is located within the Matanzas River watershed, one of more than 100 watersheds within the Northern Coastal Basin. This watershed encompasses approximately 31,000 acres and stretches from the Bridge of Lions (St. Augustine) south to the S.R. 100 bridge in Flagler Beach.

The SJRWMD maintains a water quality station on the Matanzas River at the SR 312 bridge. The station has been monitored since 1991. In their 2019 Status and Trends Report, the SJRWMD provides water quality trends over a 15-year assessment period (January 2004 – December 2018) for 25 analytes (SJRWMD, 2019). These data indicate a generally stable trend in the water quality. The breakdown is: stable (20), increasing (1), decreasing (2), insufficient data (2). Addendum 9 contains a table with a summary of the data from the Trends Report.

The Guana Tolomato Matanzas National Estuarine maintains a water quality and nutrient station near the mouth of the San Sebastian River. It has been monitored since 2002.

Ground Water

There are three aquifers located below Fish Island. The following description starts at ground surface and proceeds downward. This information can be viewed graphically in Figure 1.

The first 75 ft. are comprised of Holocene and Pliocene/Pleistocene sediments that comprise the Surficial Aquifer System (SAS). Recharge is from rainfall.

The Intermediate Aquifer System (IAS) is comprised of Miocene sediments and is situated directly below the SAS. It is located approximately 75 – 180 ft. below ground surface. Contained within the IAS are areas of thick clayey, silica-based sediments that are not permeable to water. These sediments provide confinement to the areas located below and are called the Intermediate Confining Unit.

Below the IAS are the sediments that comprise the Floridan Aquifer System (FAS). These primarily carbonate sediments from the Eocene are situated below 180 ft. and can extend for hundreds of feet. The FAS is the primary for drinking water in this part of Florida. Typically, the lower portions of the FAS are more mineralized than the upper portions.

Natural Communities

Fish Island Preserve contains three natural communities and three altered landcover types following the classification system developed by the Florida Natural Areas Inventory (FNAI, 2010). For each of these six systems, there will be a general description and a site-specific description. In addition, there will be a short discussion of the desired future condition, the current condition, and what actions will be required to bring the system to the desired future condition.

The goal of the resource management program at Fish Island Preserve is for all of the natural communities to reach the desired future condition. This equilibrium state is called maintenance condition. The altered landcover types will be managed so they provide the greatest ecological benefit to the property.

Fish Island Preserve was assessed utilizing data from the Florida Forever Conservation Needs Assessment. Priority 1 is the highest priority, and the percentage values are the percentage of the entire property that received that priority ranking. Fish Island Preserve received the following scores.

Significant Surface Waters:

Priority 1 – 45%

Priority 2 - 15%

Priority 4 – 32%

Priority Recharge:

Priority 3 – 25%

Priority 4 – 50%

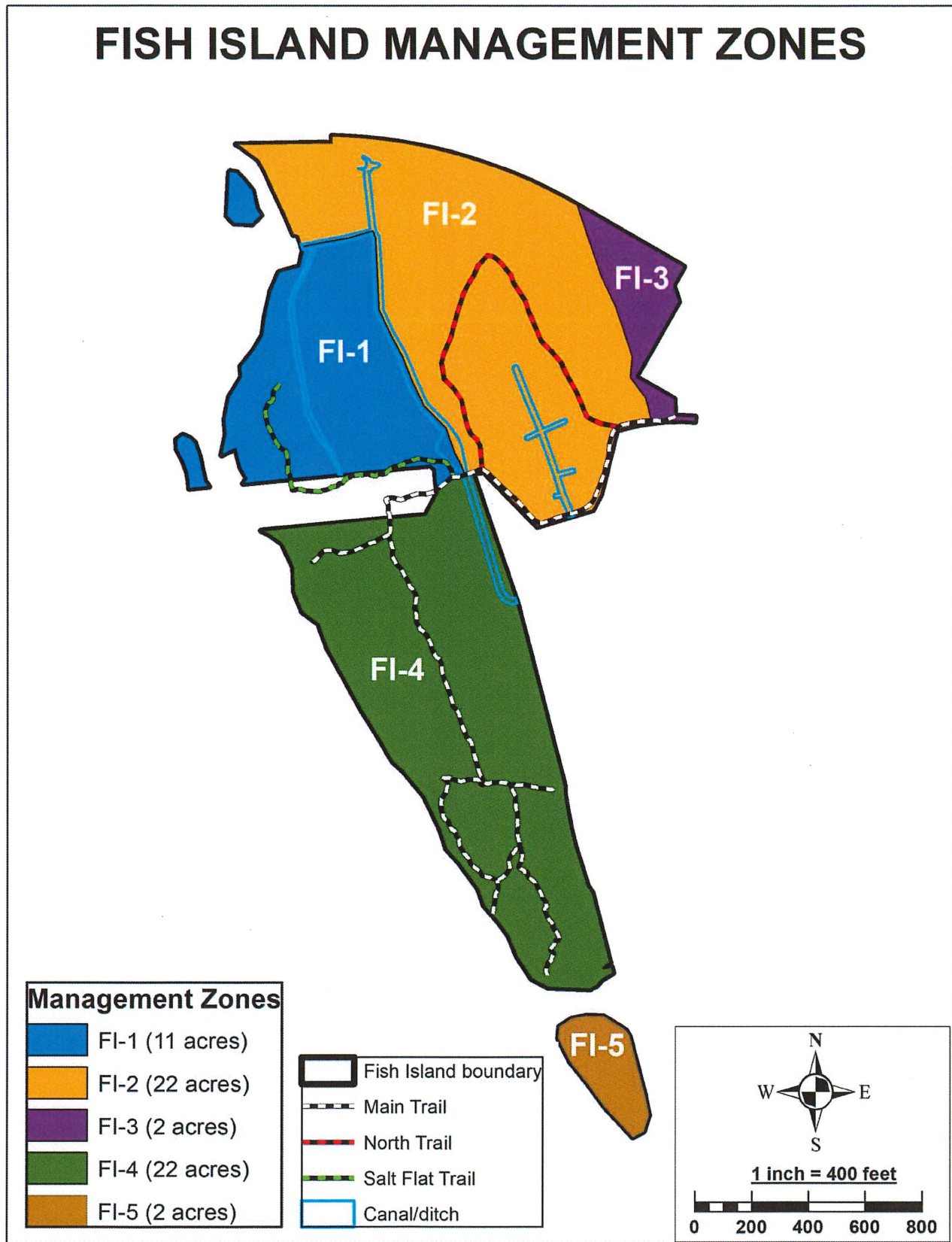
Functional Wetlands:

Priority 3 – 26%

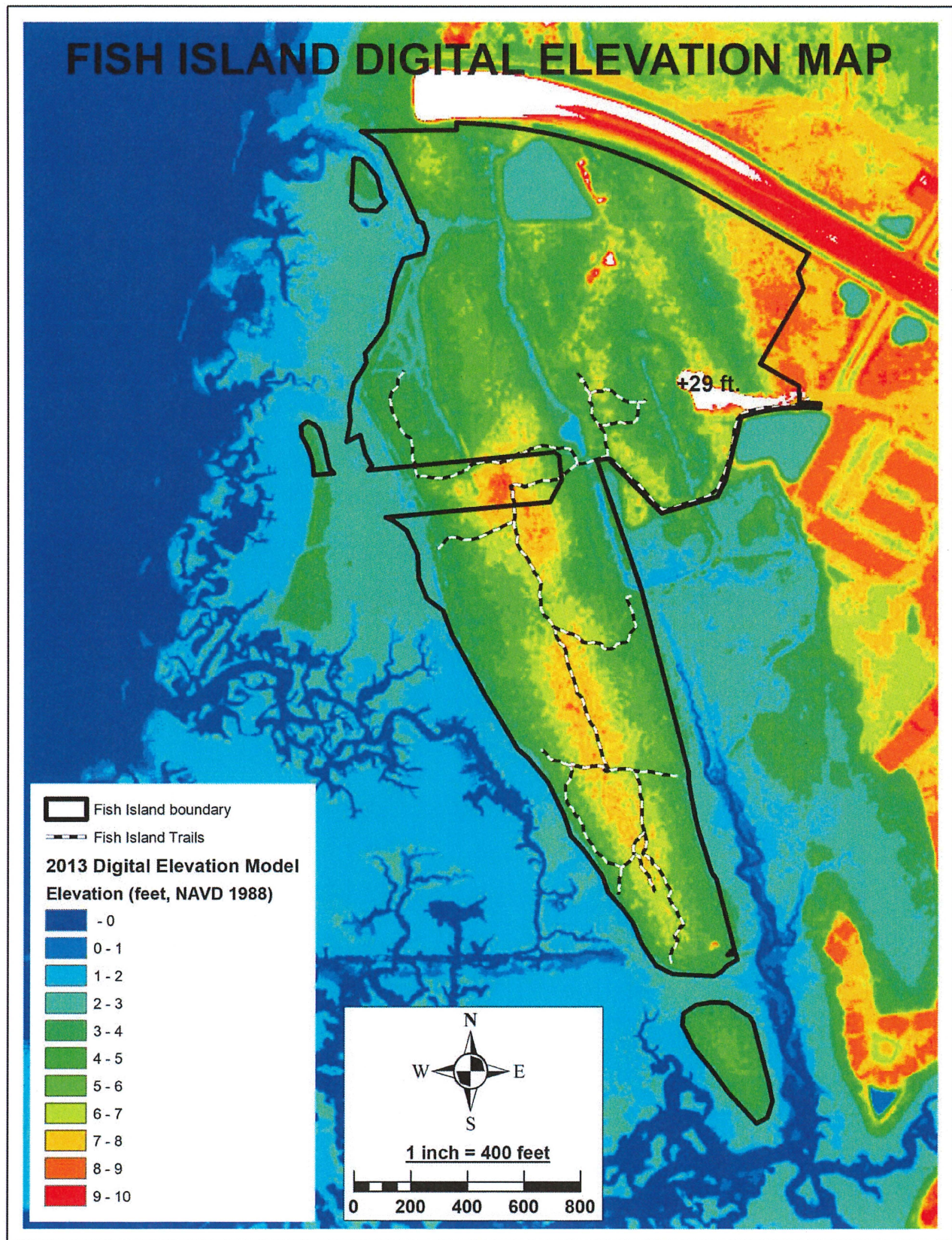
FNAI Rare Species Habitat:

Priority 6 – 27%

Map 3 - Management Zones Map

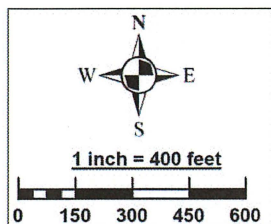
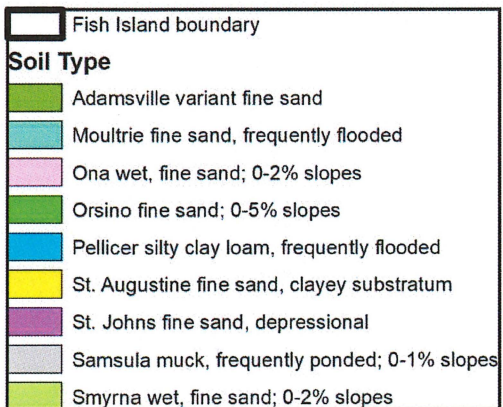
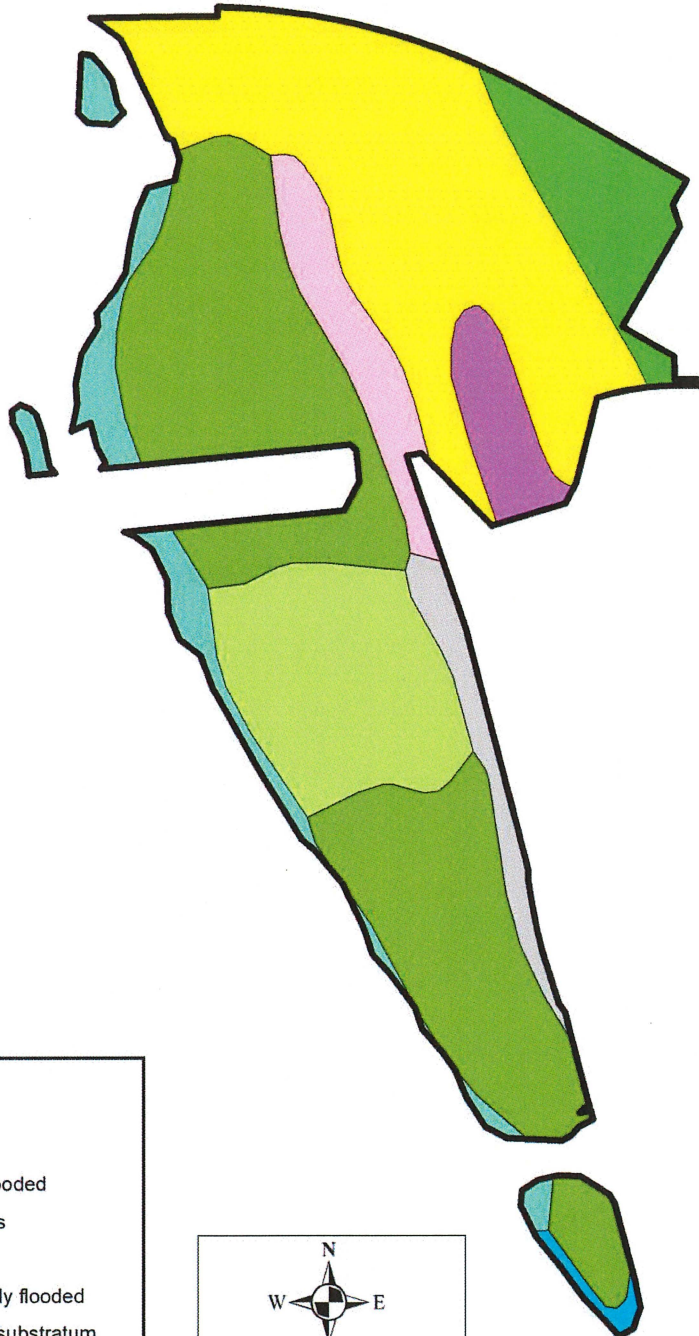


Map 4 - Topography Map (Digital Elevation Model)



Map 5 – Soils Map

FISH ISLAND SOILS MAP



Natural Floodplain:

Priority 3 – 92%

Priority 4 – 1%

Priority 5 – 2%

Ecological Greenways:

Priority 5 – 98%

A map of the natural communities and altered landcover types is depicted on Map 6. A list of plants and animals documented within Fish Island Preserve can be found in Addendum 5.

Natural Communities:

Maritime Hammock (30.8 acres)

Maritime hammocks are hardwood forests located in the coastal zone on old dunes. They are typically adjacent to estuaries and are influenced by salt spray and severe storms. They are comprised mostly of large evergreen trees that form the canopy, a sub-canopy of medium-sized shrubs, and sparse ground cover. Maritime hammocks also provide very important habitat for songbirds, particularly during migration. They provide food, cover, and areas to rest.

At Fish Island Preserve the maritime hammock was cleared for the planting of citrus in the mid 1700's. All the large hardwood trees present today are likely no more than 150-200 years old. Typical canopy trees include live oak, laurel oak, southern magnolia, pignut hickory, slash and loblolly pine. The subcanopy is more diverse and contains Carolina laurelcherry, red cedar, red bay, cabbage palm, wild olive, yaupon and American holly, sugarberry, tough bully, wax myrtle, Florida swampprivet, coralbean, Hercules-club, American beautyberry, and saw palmetto. The herbaceous layer is quite sparse.

The desired future condition is a dense canopy of hardwood trees with a subcanopy and a sparse, or absent, herbaceous layer. Currently the maritime hammock at Fish Island Preserve is in good condition. Elevations in this hammock range from approximately 5-9 ft. (NAVD88). The storm surge from Hurricane Matthew (2016) was over 7 ft. (NAVD88), which placed a couple of feet of seawater on much of the island. This led to the death of many large pines and some oaks. This hammock is very vulnerable to rising sea levels.

There are several species of exotic plants that are currently negatively impacting the maritime hammock at Fish Island Preserve. They include Brazilian pepper, Chinese tallowtree, lantana, and camphortree. The control of these highly invasive species is necessary to improve the overall condition of the hammock and reach the desired future condition.

In the recent past, this habitat was negatively impacted by many homeless camps. During the acquisition process by the state, the camps were removed (approximately 350 cubic yards of trash were removed). It is anticipated that the old campsite locations will quickly revegetate. Their succession will be monitored.

The Florida Natural Areas Inventory ranks this natural community as S2, which means it is imperiled in Florida because of rarity or because of vulnerability to extinction due to some natural or man-made factor.

Salt Marsh (4.6 acres)

Salt marshes are herbaceous natural communities located in low-energy intertidal areas in the coastal zone. They typically contain distinct zones that result from the salinity and the frequency of inundation.

Salt marshes are highly productive natural communities, providing habitat for many species of shellfish and fish, which in turn provides food for a wide variety, and large numbers of, wading birds, terns, and shorebirds. In addition, salt marshes act as filters that absorb nutrients coming from the adjacent uplands.

At Fish Island Preserve most of the salt marsh receives daily tides and is dominated by saltmarsh cordgrass. Other common plant species include saltmeadow cordgrass, seaside oxeye, marsh elder, glassworts, saltwort, saltgrass, needlerush and black mangroves. The numbers of black mangroves in the salt marsh at Fish Island Preserve have increased significantly in the past 30 years.

The desired future condition for salt marsh is an herbaceous community located in low-energy intertidal areas in the coastal zone. Black mangroves are changing this natural community from herbaceous to woody.

Commonly salt marshes have distinct zones resulting from elevation and tidal inundation. These zones are often referred to as high marsh and low marsh. This habitat is very vulnerable to rising sea levels. The salt marsh at Fish Island is in good condition, but there is a concern with the habitat being drowned in the future as a result of sea level rise. The property is part of a grant-funded research project, led by the University of Florida, looking at ways to keep salt marsh accretion greater than sea level rise.

The salt marsh at Fish Island contains Brazilian pepper along the ecotone with the maritime hammock but is very near its desired future condition.

The Florida Natural Area Inventory ranks this natural community as S4, which means apparently secure in Florida (may be rare in parts of its range).

Xeric Hammock (3 acres)

Xeric hammocks are evergreen forests located on well-drained sandy soils. They typically have a low, closed canopy and an open understory. On barrier islands they are typically a successional stage of coastal scrub, due primarily to the exclusion of fire.

At Fish Island the canopy consists of sand live oak, myrtle oak, wild olive, red bay, and Chapman's oak. The mid and understory is comprised of saw palmetto, fetterbush, sparkleberry, common persimmon, bracken fern, and cockspur pricklypear. Spanish moss is common in the oaks. The herbaceous layer is very sparse. Elevations in the xeric hammock range from approximately 7-9 ft. (NAVD88).

The desired future condition is a low, mostly closed canopy of evergreen hardwoods with an open understory of shrubs. The xeric hammock at Fish Island Preserve is in good to excellent

condition. It has very few exotic plant problems and contained a small number of homeless camps prior to acquisition. It is very near its desired future condition.

An approximately 0.9-acre portion of xeric hammock is encumbered by an “Access, Drainage, and Utility Easement” that was granted by the previous seller to the adjacent landowner and was negotiated during the acquisition process by the state (see Map 9). The easement allows for the construction of a stormwater retention pond.

The Florida Natural Areas Inventory ranks this natural community as S3, which means either very rare and local in Florida or found locally in a restricted range or vulnerable to extinction from other factors.

Hydric Hammock (1.5 acres)

A hydric hammock is an evergreen and cabbage palm forest on poorly drained wetland soils with an understory typically dominated by palms and ferns. The plant composition is strongly influenced by the hydroperiod of the site.

The area delineated at Fish Island Preserve as hydric hammock was impacted by dredge fill activity in the mid-1920's. Based on a topo survey that was conducted prior to the dredge fill activity, this linear feature was located near the bottom of a slope that transitioned from what is now xeric hammock to what was then salt marsh. Current elevations range from 2.8 – 5.5 ft. (NAVD88). The limited canopy is currently dominated by cabbage palm. Historical aerials show the area with more canopy, with significant canopy loss following Hurricanes Matthew and Irma. Other common plants include saw palmetto, wax myrtle, muscadine grape and cinnamon fern.

The desired future condition is a closed canopy, evergreen hardwood and/or palm forest with a variable understory dominated by palms, with sparse to moderate ground cover of grasses and ferns. Typical canopy species include laurel oak, cabbage palm, live oak, sweetbay, swamp tupelo, American elm, red maple and other hydrophytic tree species. Soils are poorly drained, with a normal hydroperiod seldom over 60 days per year. Hydric hammock should occasionally burn by allowing fires to naturally burn across ecotones from fires originating in adjacent upland natural communities. Due to the urban location of the property, no prescribed fire is being considered.

Brazilian pepper and Chinese tallowtree are currently negatively impacting this habitat at Fish Island. The control of these highly invasive species is necessary to improve the overall condition of the hammock and reach the desired future condition.

The Florida Natural Area Inventory ranks this natural community as S4, which means apparently secure in Florida (may be rare in parts of its range).

Altered Landcover Types:

Spoil Area (15 acres)

Spoil areas are defined as areas on which dredge, or spoil material has been deposited. At Fish Island, the area mapped as spoil area was historically salt marsh. In the mid 1920's, dredge spoil

was deposited on top of approximately 15 acres. This activity was done as part of a land development project that led to the development of Davis Shores (located to the north of Fish Island). It is estimated that 3-5 ft. of dredged material was placed on top of the salt marsh.

Currently the area is dominated by red cedar, laurel oak and Brazilian pepper. In general, the vegetation is fairly sparse. Exotic plant removal efforts will occur in this area. There are currently no plans to restore this area (remove the spoil and return it to salt marsh). The northern end of the property is blocked by S.R 312, which is historically the northern extent of the salt marsh. If a large mitigation project in this mitigation basin was needed, then the City could discuss this with DEP – State Lands as a possible project.

There are several smaller areas of spoil on the property that were deposited on uplands (vs. salt marsh). These areas will be addressed in a future restoration/enhancement plan.

Artificial Pond (2.1 acres)

In 1997, two perpetual easements totaling 2.3 acres were granted to the Florida Department of Transportation (FDOT) for the construction of a stormwater pond and outfall (via a ditch to the Matanzas River) on the Fish Island property, for the widening of S.R. 312. In 1998-99, a 2-acre artificial pond was constructed. The pond is fenced and maintained by FDOT.

In 2019 a drainage easement was granted on the northeast corner of the Fish Island property for the construction of a stormwater pond and outfall. The stormwater pond area is approximately 0.9 acre. If constructed, it will be added in future natural community mapping.

Canal/ditch (1.8 acres)

There is approximately 3,600 linear feet of canal/ditch that has been constructed on this property. Approximately 2,700 feet of canal/ditch was constructed by mosquito control in the 1960's on the eastern side of the property. These ditches now serve as stormwater outlets for the FDOT stormwater pond located on the property and the wet areas on the east side of the property. During state acquisition, a drainage easement was granted from the owner to the property adjacent to the northeast corner. This easement allows for a stormwater pond to be constructed on the Fish Island property with an outfall through the property and connecting to an existing ditch. If constructed, it will be added in future natural community mapping.

The ditch on the western side of the property (approximately 900 feet) is believed to have been constructed during the Jesse Fish era. If so, it was likely dug by hand. It has been suggested by archaeologists that this ditch was constructed to aid in the transport of goods and people between the plantation house and the wharf (White & Halbirt, 2001). There is an additional unmapped feature along the western edge of the property, in the salt marsh. It appears to be more of a low berm with an adjacent swale. Its function is unknown, as is the date of its construction.

Developed (0.4 acres)

The small, developed area is adjacent to the FDOT stormwater pond and S.R. 312. It is currently mowed and maintained by a FDOT contractor. Because of its location, this area will continue to be mowed and maintained, as is.

Imperiled Species

Imperiled species are defined as those whose populations are in decline and may be in danger of extinction. These species are listed as either endangered or threatened by the U.S. Fish and Wildlife Service (plants and animals), threatened by the Florida Fish and Wildlife Conservation Commission (animals) or endangered or threatened by the Florida Department of Agriculture and Consumer Services (plants). In addition, the Florida Natural Areas Inventory tracks plants and animals as critically imperiled or imperiled.

No imperiled plant species have been documented on Fish Island Preserve. To date, nine imperiled species of animals have been documented on the property. They are listed in Table 2 below along with the agency, the current ranking, the management activities proposed, and the proposed level of monitoring.

All but one of the imperiled species at Fish Island are birds. Most of the birds are wading birds that utilize the salt marsh for feeding/loafing and the adjacent trees along the marsh edges for resting. No nesting of these species has been observed on the property.

The property contains a bald eagle nest. It was active from 2001 until 2016. Hurricane Matthew (October 2016) did considerable damage to the nest and nest tree in 2016. The nest was inactive in 2017, as well (Hurricane Irma impacted the area in September 2017). The nest tree and many of the other large slash pines were inundated by salt water for fairly long periods of time during, and after, both hurricanes. Many of the large pines on the island are now dead, including the nest tree.

The eagle pair nested in 2018, but it was obvious that the tree limbs that supported the nest were deteriorating. In 2019, they utilized the nest tree for courtship and resting, but no nest reconstruction occurred. The eagle pair nested in a dead pine tree to the north of the preserve. In fall 2020, a new nest in a live pine tree was constructed on Fish Island Preserve and two eaglets fledged. The nesting adults were new to the area since the pair that nested north of the preserve in 2019 nested there again in 2020.

In September 2019, a fresh Florida black bear track was observed on Fish Island. It was a young bear based on track size. The Florida Fish and Wildlife Conservation Commission considers this area to be within the common range of bears and it is within 6 miles of the abundant range.

Map 6 - Natural Communities Map – Existing Conditions

NATURAL COMMUNITIES MAP



Table 2: Imperiled Species Inventory

Common and Scientific Name	Imperiled Species Status				Management Action	Monitoring Level
	USFWS	FWC	DACS	FNAI		
BIRDS						
Little Blue Heron (<i>Egretta caerulea</i>)		ST		S4	1,2	1
Reddish Egret (<i>Egretta rufescens</i>)		ST		S3	1,2	1
Snowy Egret (<i>Egretta thula</i>)				S3	1,2	1
Tricolored Heron (<i>Egretta tricolor</i>)		ST		S4	1,2	1
White Ibis (<i>Eudocimus albus</i>)				S4	1,2	1
Bald eagle (<i>Haliaeetus leucocephalus</i>)				S3	2	2
Wood Stork (<i>Mycteria americana</i>)	FT	FT		S2	1,2	1
Black-crowned Night Heron <i>Nycticorax nycticorax</i>				S3	1,2	1
Painted Bunting (<i>Passerina ciris</i>)				S1,S2	1,2	1
Roseate Spoonbill (<i>Platalea ajaja</i>)		ST		S2	1,2	1
Royal Tern (<i>Thalasseus maximus</i>)				S3	1,2	1
MAMMALS						
Florida Black Bear <i>Ursus americanus floridanus</i>				S2	1	1

Species Status:

FT = Federally-designated Threatened

ST = State-designated Threatened

S2 = State Imperiled

S3 = State Very Rare, vulnerable to extinction

S4 = Apparently secure in state, may be rare in parts of its range

Management Action:

1. Exotic plant removal

2. Protection from visitor impacts

Monitoring Level:

1. Casual, non-targeted observation

2. Specific, targeted observation

Exotic and Nuisance Species

Exotic species are defined as plants and animals that are not native to this portion of Florida. Invasive exotic species can out-compete native species. If not managed, they can alter the species composition, character, and conservation value of a natural area.

Nuisance species are native plants and animals that can spread quickly and out-compete other native species. Disturbance, altered hydrology and nutrient loading are examples of changes to a natural area that can lead to a marked increase in nuisance species.

Nine species of exotic plants that are listed as Category I and Category II by the Florida Exotic Pest Plant Council (FLEPPC) have been documented at Fish Island. A Category I species is defined by FLEPPC as an invasive exotic that is altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. A Category II species is an invasive exotic that has increased in abundance or frequency but has not yet altered native plant communities to the extent shown by Category I species.

All portions of Fish Island are subject to the spread of invasive plants due to the amount of disturbance the entire property has received, and the property's relatively small size. Brazilian pepper presents the greatest threat and is currently the most widespread exotic plant species on Fish Island. After that, Chinese tallowtree, Chinaberry, and camphortree are the most numerous species and are high priority species targeted for control. The City applied for FWC Upland Invasive Plant funding in FY 2020-21 but unfortunately did not receive funding. The City will apply in FY 2021-22. In addition, the City is planning on funding and using one of the approved state contractors to begin work on controlling the above-mentioned species in 2021.

Table 3 contains a list of the documented FLEPPC Category I and II species on Fish Island. It also contains the relative distribution of each species along with the management zone(s) in which the species has been documented (see management zone map).

Table 3: Inventory of FLEPPC Category I and II Exotic Plant Species

Common and Scientific Name	FLEPPC Category	Distribution	Management Zone
Camphortree <i>Cinnamomum camphora</i>	I	2	FI-4
Umbrella plant <i>Cyperus involucratus</i>	II	1	FI-4
Lantana <i>Lantana strigocamara</i>	I	2	FI-1, FI-2, FI-4

Common and Scientific Name	FLEPPC Category	Distribution	Management Zone
Chinaberry <i>Melia azedarach</i>	II	2	FI-1, FI-2, FI-4
Tuberous sword fern <i>Nephrolepis cordifolia</i>	I	1	FI-2
Brazilian pepper <i>Schinus terebinthifolius</i>	I	3,6	FI-1, FI-2, FI-3, FI-4
Creeping oxeye <i>Sphagneticola trilobata</i>	II	2	FI-2, FI-4
Chinese tallowtree <i>Triadica sebifera</i>	I	2	FI-1, FI-2, FI-3, FI-4

Distribution Categories:

- 1 – Single plant or clump
- 2 – Scattered plants or clumps
- 3 – Scattered dense patches
- 4 – Dominant cover
- 5 – Monoculture
- 6 – Linear distribution

To date, three species of exotic animals have been documented on Fish Island – feral cat, brown anole and armadillo. Coyotes have not been documented on-site but are in the area. At acquisition, there were several feral cats living at the entrance to the property that were being fed. This activity has stopped, and two feral cats have been removed. If feral cats appear, animal control will be contacted for removal.

Detailed management goals, objectives and actions for the management of exotic plants and animals can be found in the Resource Management Program portion of this document.

Special Natural Features

Although the habitat has been altered by historic use and impacted recently by tropical cyclones, the maritime hammock at Fish Island Preserve is an important resting and feeding area for migrating birds, particularly songbirds during the spring and fall.

Cultural Resources

Description and Assessment

This section discusses the documented cultural sites on Fish Island Preserve and includes prehistoric sites, historic sites and cultural landscapes. The inventory of these documented sites is maintained by the Florida Department of State through the Florida Master Site File (FMSF). The FMSF is the State of Florida's official inventory of historical, cultural resources.

Addendum 7 contains the management procedures for cultural sites per the Florida Department of State, Division of Historical Resources. It also contains the U.S. Department of Interior's definitions for the recommended treatments.

Table 4 lists the documented FMSF sites and provides the cultural period, resource type, significance, a condition assessment and the recommended treatment for each site. The significance is based on the eligibility, or potential eligibility, for listing in the National Register of Historic Places (NRHP). Most of the western portion of Fish Island is NRHP-listed.

The condition assessment is a subjective evaluation based on a three-tier ranking – good, fair, and poor. The recommended treatment follows the U.S. Department of Interior's Standards for the Treatment of Historic Properties (U.S. Dept. of Interior, 2017).

Addendum 10 contains a narrative of Fish Island's remarkable history. It is not intended to be the complete history, just a starting point to understand the breadth of use this property has experienced.

Table 4: Fish Island Cultural Sites Listed in the Florida Master Site File					
FL Master Site File Number and Site Name	Culture/Period	Description	Significance	Condition	Recommended Treatment
SJ00062 Fish Island	Archaic to Territorial	Prehistoric and Historic	NRL	G-P	P
SJ03299 Troll	St. Johns and St. Johns II	Prehistoric	NS	F	P
SJ04838 Fish Island blockhouse	Second Spanish Period (1783-1821)?	Historic	NRL	P	P
SJ04839 Fish Island wharf	British Period (1763-1783)	Historic	NR	P	P

FL Master Site File Number and Site Name	Culture/Period	Description	Significance	Condition	Recommended Treatment
SJ04840 Fish Island channels	British Period (1763-1783)	Historic	NRL	F	P
SJ04841 Fish Island well #1	British Period (1763-1783)	Historic	NRL	P	P
SJ04842 Fish Island well #2	British Period (1763-1783)	Historic	NRL	P	P
SJ04783 Fish Island boat	20 th Century	Historic	NS	NE	

Significance:

NRL – National Register Listed
NR – National Register Eligible
NE – Not Evaluated
NS – Not Significant

Condition:

G – Good
F – Fair
P – Poor
NE – Not Evaluated

Recommended Treatment:

P – Preservation
RH – Rehabilitation
RE – Restoration
ST - Stabilization

Following is a short description of the seven documented FMSF sites located on Fish Island Preserve. SJ04783 (Fish Island boat) is not located on the property but is directly adjacent to it.

SJ00062 – Fish Island

This site is listed in the National Register of Historic Places. The listing occurred on June 13, 1972. The following FMSF sites are located within the boundary of SJ00062: SJ04838, SJ04841, SJ04842, and portions of SJ04840.

Based on artifacts from the site, the prehistoric component of SJ00062 spans from the Orange Period (4,000 – 2,500 ybp) to the St. Johns II Period (1,250 ybp – 1565). During the mid-1700's, most of Fish Island's uplands were converted to agriculture – primarily citrus. White and Halbirt noted midden disturbance on SJ00062 was likely attributable to agricultural endeavors (White and Halbirt, 2001). Since the shell material in the midden is comprised of calcium carbonate, the citrus trees were probably planted into the midden since citrus trees are calcium loving.

The historic components of SJ00062 are discussed in the descriptions of SJ04838, SJ04841, SJ04842 and SJ04840 that follow.

SJ03299 - Troll

This site was recorded in 1995 as a result of the widening of S.R 312. The survey only recorded St. Johns sherds. Subsequent work by White and Halbirt, 2001, identified Orange Period artifacts in the immediate area.

SJ04838 – Fish Island blockhouse

The blockhouse structure is currently comprised of coquina blocks scattered on the ground, with tabby and plaster on some of the blocks. Most of the blocks have been moved or removed from the site. White and Halbirt suggested that the structure dates from the Second Spanish period. An historic map from the late 18th century depicts a structure in this area. Carl Halbirt (personal communication) noted that the blockhouse was relatively intact in the early 1990's.

Currently, the function of the blockhouse is unknown. It has been suggested that it was a guard or sentry house.

SJ04839 – Fish Island wharf

The wharf area contains two parallel walls of coquina, approximately 10 meters long and 3 meters wide. Shovel tests conducted at the base of the coquina walls revealed that the wharf wall was constructed of four courses of block and possibly has some wooden structural elements. At the eastern end of the wharf there appears to be a shallow boat basin.

SJ04840 – Fish Island channels

This feature is an approximately 900 ft. long channel with its northern terminus at the wharf and the southern terminus just northwest of the plantation house. It would make sense that this channel would have been used to transport people and goods to and from the house to the wharf.

SJ04841 – Fish Island well #1

This feature is an approximately 2.5 ft. mostly square coquina well that has been disturbed. Three of the walls are exposed.

SJ04842 – Fish Island well #2

This feature was identified from a depression in the ground. A unit was opened to expose the side of the well. Several coquina blocks were associated with the well, suggesting that the well was lined at the surface.

SJ04783 – Fish Island boat

The remains of a mid-1900's commercial fishing vessel are in the marsh west of Fish Island. Of note is the wood used to construct the vessel – eastern hemlock. This suggests that the vessel was likely constructed in the northeastern U.S. The estimated length of the vessel is between 50-70 feet.

Resource Management Program

Management Goals, Objectives and Actions

This section of the plan identifies measurable management goals that comprise the resource management program for Fish Island Preserve. Each goal contains measurable objectives and actions which are summarized in the plan's Implementation Schedule and Cost Estimates. This summary also contains how progress will be measured, the planning period and the estimated expenses for each of the goals, objectives and actions.

In addition to the Implementation Schedule and Cost Estimates, annual work plans will be developed for specific activities, such as exotic plant removal. The ten-year management plan is based on conditions that exist during the development of the plan. It may become necessary to adjust the plan's priorities and cost estimates as new information and conditions arise.

Natural Resource Management

Hydrological Management

Goal: Protect water quality in the property and improve surface hydrology to the extent feasible.

Objective: Assess the preserve's hydrological restoration needs.

Action 1: Assess the impacts associated with the two easternmost ditches on the surface hydrology of the preserve.

Action 2: Monitor future land use and zoning changes on nearby properties.

Action 3: Assess potential stormwater impacts to the surface waters of the preserve from adjacent and nearby properties.

Natural Communities Management

Goal: Restore and maintain the natural communities/habitats of the property.

Objective 1: Complete a comprehensive plant and animal survey of the preserve.

Action 1: Complete the survey.

Action 2: Create a baseline plant and animal list.

Objective 2: Assess the preserve's natural community restoration needs.

Action: Develop a restoration/enhancement plan for the preserve.

Imperiled Species Management

Goal: Maintain, improve or restore imperiled species populations and habitats in the property.

Objective: Develop baseline imperiled species list for the preserve and the habitats they utilize.

Action: Develop an imperiled species list for the property.

Exotic Species Management

Goal: Remove invasive exotic plants and animals from the property and maintain them in a maintenance phase.

Objective 1: Annually treat one preserve management zone for EPPC Category I and II plant species.

Action 1: Develop annual exotic plant removal work plan.

Action 2: Implement the annual work plan by treating one management zone per year.

Objective 2: Practice preventative measures to ensure that no invasive exotic plants are accidentally introduced or spread within the preserve.

Action: Develop and implement preventative measures.

Objective 3: Monitor the preserve for damage from exotic animal species.

Action: Control exotic animal species as needed.

Cultural Resource Management

Goal: Protect, preserve, interpret and maintain the cultural resources of the preserve.

Objective: Expand level of documentation of cultural resources.

Action 1: Produce digital and archival quality documentation of most significant cultural resources to reduce the loss of information that could occur with natural hazards or human interaction.

Action 2: Update the National Register nomination to include additional information and expand period of significance to include the pre-historic periods.

Objective: Monitor and evaluate all the documented Florida Master Site File (FMSF) sites in the preserve.

Action 1: Annually assess and evaluate all recorded cultural resources for any changes or damage resulting from natural processes or visitor use impacts.

Action 2: Record any new sites with the FMSF.

Action 3: Consult with the Division of Historical Resources Compliance Review in advance of any ground disturbance.

Special Management Considerations

Timber Management Analysis

Chapters 253 and 259, Florida Statutes, require a timber management analysis on parcels larger than 1,000 acres. During the development of this plan, forest (timber) management activities for this property were considered. It was determined that forest management was not needed to meet the property's resource management objectives.

Coastal/Beach Management

Fish Island Preserve has over 7,000 ft. of salt marsh shoreline. All management activities will be designed to maintain or improve the quality of the salt marsh habitat and salt marsh – upland ecotone.

Additional Considerations

Arthropod Control Plan

Fish Island Preserve has been designated as “environmentally sensitive and biologically highly productive”. City staff met with Anastasia Mosquito Control District and have executed an Arthropod Control Plan for the preserve (see Addendum 10). Use of adulticides and larvacides are allowed, with restrictions. The plan may temporarily be set aside under declared threats to public or animal health, or during a Governor's Emergency Proclamation.

Sea Level Rise

The property is situated along the Matanzas River and is influenced by changing coastal conditions. Based on digital elevation mapping for the property, the natural elevations range from 0 feet up to 9 feet (NAVD88), where much of the property is between 3-5 feet (NAVD88). The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) indicate that most of the property is also located within the 1% annual chance flood, also known as the 100-yr recurrence interval flood, which defines the Special Flood Hazard area. Such an event has a 1% chance of occurring any given year, and a 26% chance of occurring over a 30-

year timeframe. FEMA FIRM maps indicate that the property is located within a coastal floodplain and special flood hazard areas Zone AE, elevations 7 and 8 feet (NAVD88).

The City of St. Augustine (COSA) was one of the three (3) communities involved in the Community Resiliency Initiative Pilot Projects administered through the Florida Department of Economic Opportunity (FDEO) and funded by the National Oceanic and Atmospheric Administration (NOAA). The objectives of this effort were to assess community vulnerability (City of St. Augustine, 2016) to projected increases in coastal flooding and develop strategies (City of St. Augustine, 2017) to improve resilience to the associated impacts. Three types of coastal flooding were identified for the analysis in the vulnerability assessment, which included:

1. Mean Higher High Water (MHHW), which defines the highest daily high tide, presenting the limit of where land is “wetted” daily and have very limited use.
2. Nuisance flooding – defined as a minor flood event that occurs monthly, often resulting in the flooding of roads.
3. The 1% annual chance flood, also known as the 100-yr recurrence interval flood.

The study assessed the vulnerability of the city to these existing flood conditions with an incremental approach. This involved gradually increasing sea level at half-foot increments to identify “tipping points” in vulnerability. This approach was used to assess the city’s existing and future coastal flooding vulnerability. The essential results of this assessment are summarized below:

- Of the three flood types evaluated, nuisance flooding has the largest potential to impact St. Augustine in the near term. An additional 500 acres of land are vulnerable to nuisance flooding with 1-foot of sea level rise (SLR). This scenario could occur as early as the 2030’s or as late as 2100, depending on the degree of SLR acceleration.
- Present-day areas subject to nuisance flooding are expected to be flooded almost daily by tides with 1.5-feet of SLR, which could occur as early as the 2040’s or after 2100.
- 3-feet of SLR would make today’s nuisance flooding equivalent to today’s 1% annual chance flood, in terms of the area flooded. This situation could occur in the 2060’s with high acceleration, or after 2100 with low acceleration of SLR.
- The 1% annual chance floodplain is projected to increase slowly after the first 1.5 feet of SLR.
- In addition to increased flood extent and depth, SLR also increase the frequency of coastal flood events. The future higher water day-to-day water levels allow smaller, more frequent floods to impact larger areas. For example, despite the relatively small amount of growth or the 1% annual chance flood, it is estimated that a flood equal to today’s event will occur twice as often with 1-foot of SLR.

Fish Island Preserve was included in this assessment as it is within the City limits, although it was not specifically described in the report. There are three figures included in the assessment that shows the comparison of current and future conditions with 1.5 and 3 feet of sea level rise for the nuisance, MHHW and 1% annual chance events. From looking at these figures and where Fish Island is located, the following is observed:

- For the MHHW, there is an increase in the projected flooding limits.
- For the nuisance flooding, there is an increase in the projected flooding limits.

- For the 1% annual chance flood, there is an increase in the projected flooding limits.

Based on the conclusions that were summarized in the Coastal Vulnerability Assessment, with the nuisance flooding having the largest potential to impact the City in the short-term, this could impact the Fish Island property. Current nuisance flooding limits are estimated to increase by 1.5 feet due to SLR. This could occur as early as 2030 or as late as 2100 depending on the degree of SLR acceleration.

Resource Management Schedule

A summary and a priority schedule/budget for conducting the resource management activities outlined in this plan can be viewed in the Implementation Component of this management plan.

Land Management Review

The property was acquired in 2019. To date, a land management review has not been conducted.

LAND USE COMPONENT

Introduction

Fish Island Preserve is designated passive, single-use with a goal of providing public outdoor recreation compatible with the protection of the property's cultural and natural resources. For this goal to be met, an analysis of the on-site natural and cultural resources is completed before the conceptual land use plan is developed. In addition, public input from a workshop was part of the process.

The following land use component compiles numerous attributes to develop a land use plan that meets the above-mentioned goal.

External Conditions

In order to make informed decisions about what uses should be proposed for a property, it is important to look at what occurs outside its boundaries.

Fish Island Preserve is located on Anastasia Island, a barrier island in St. Johns County that has very little natural areas remaining that are not currently in public ownership. Based on U.S. Census data, more than 1 million people live within 50 miles of the property. There are more than 725,000 acres of public conservation land within 50 miles of Fish Island, as well. There are numerous, significant conservation areas that are much closer. They include Anastasia State Park, Guana Tolomato Matanzas National Estuarine Research Reserve, Guana River Wildlife Management Area, Twelve Mile Swamp Conservation Area, Matanzas State Forest, Faver-Dykes State Park, Castillo de San Marcos National Monument and Ft. Matanzas National Monument.

Fish Island Preserve is adjacent to the Matanzas River boating trail and across the Matanzas River from the San Sebastian River paddling trail. Both are part of the St. Johns County Greenway, Blueway & Trails Master Plan. Approximately 1 mile to the east of the property is the A1A Trail, a priority corridor in the Florida Greenways and Trails system.

Existing Use of Adjacent Lands

The northern boundary of the property is State Road 312, a busy, 4-lane highway with its eastern terminus at State Road A1A, approximately 1 mile east of the property. The western and southern boundary of Fish Island is the Matanzas River and its associated salt marsh. The adjacent areas to the east are medium density/intensity residential and commercial properties.

Planned Use of Adjacent Lands

The future land use designations for the lands directly to the east of Fish Island are residential medium density/mixed use and commercial medium intensity. The salt marsh areas to the west have an open land designation.

Property Analysis

This section discusses the physical characteristics of Fish Island Preserve to help identify what recreational opportunities can be considered and assessing whether the property can support these opportunities.

Land Area

The uplands of the preserve are comprised of maritime hammock, xeric hammock, hydric hammock and a spoil area. Most of the maritime hammock was part of the historic citrus plantation and is underlain by prehistoric midden material. Elevations range from 5-9 ft. (NAVD88). This area currently has trails through it. Any trail system developed should utilize the existing trails. The remaining trails should be abandoned if they are not needed for access.

The xeric hammock is very small (3 acres) and is in the northeastern portion of the property. It could support a portion of a trail traversing it. Elevations range from 7-9 ft. (NAVD88).

The small hydric hammock has standing water some of the year. It would not be suitable for a trail unless a boardwalk was installed. Due to its small size (1.5 acres), a trail could easily go around it.

The spoil area was created in the mid-1920's when hydraulic fill was pumped from the Matanzas River and placed on top of salt marsh as part of a large development project called Davis Shores. Elevations generally range from 4-7 ft. (NAVD88), with some lower areas. Likely due to the saline soils, the area was mostly devoid of trees and shrubs until the 1960's. This area is not nearly as scenic as other parts of the property. It can support trails, if sited around the low areas.

Water Area

Fish Island Preserve has salt marsh on three sides. The salt marsh is expansive, ranging from 300 ft. to 1,900 ft. wide as one goes from north to south on the western boundary. At low tide, there is no standing water adjacent to Fish Island. Consequently, water access to and from Fish Island is not a viable option from this property.

Shoreline

Fish Island Preserve has more than 1 mile of salt marsh shoreline. Most of this shoreline is deep, organic muck so it is not suitable for any recreational activity. There is a small area of hard sand flat on the northwestern side of the property that appears to be a result of historic manipulation. At high tide there are several small ponds that have water in them. This area can support limited wade fishing.

Natural Scenery

Fish Island Preserve has gorgeous natural scenery, in particular the wide, expansive views of the salt marsh and the towering trees in the maritime hammock. Both habitats are excellent for birding, and nature photography and appreciation.

Significant Habitat

Fish Island Preserve has two good examples of coastal habitats – the maritime hammock and salt marsh. Both support a good diversity of plants and animals.

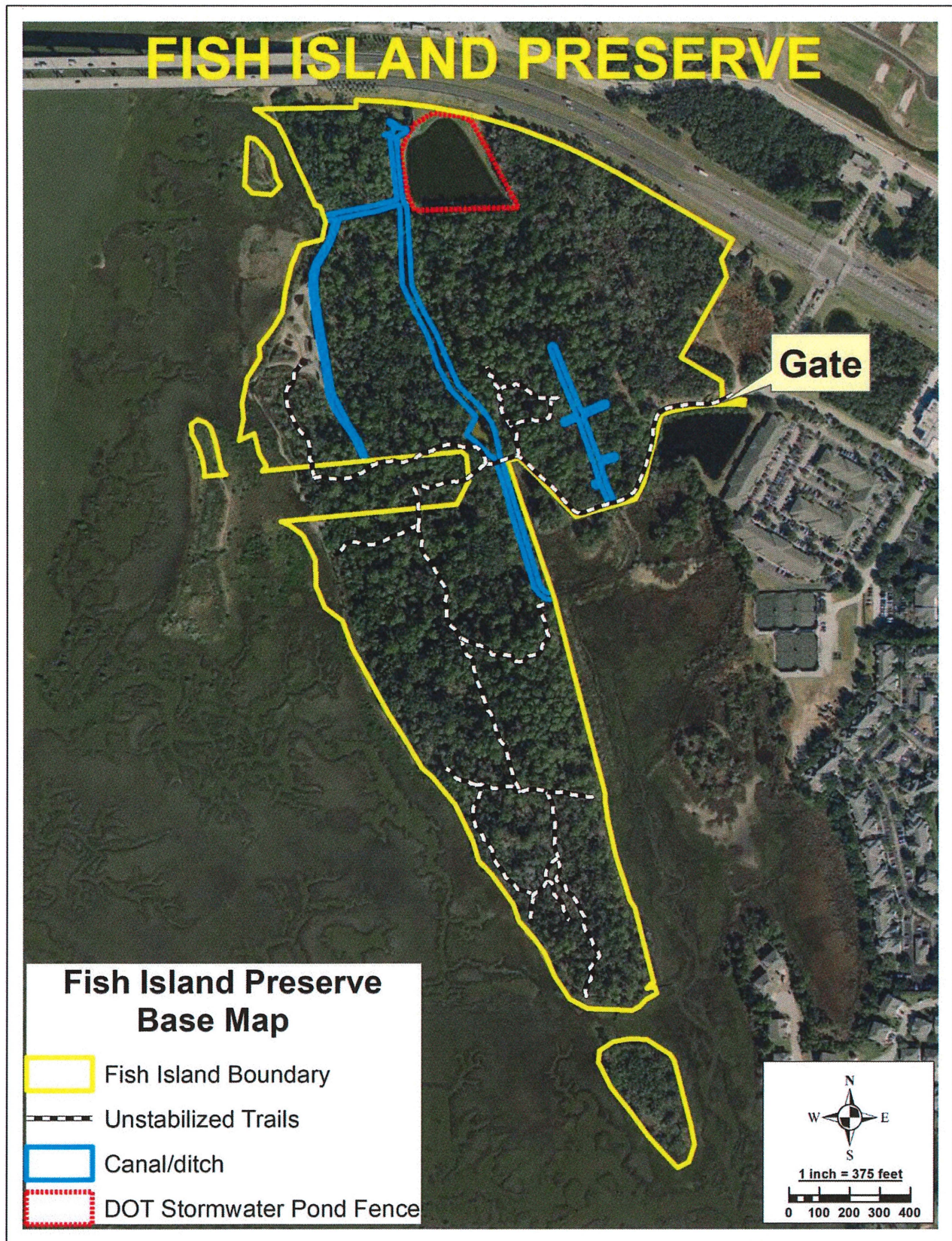
Natural Features

The maritime hammock with its towering trees and the salt marsh with its expansive views are both excellent examples of outstanding natural features.

Archaeological and Historical Features

The cultural resources at Fish Island Preserve are perhaps its greatest treasure. This is exemplified with the island's designation on the National Register of Historic Places. A large portion of the original island contains a prehistoric midden. Prior to any groundbreaking activity, the Florida Division of Historical Resources will be consulted to assure that all work will conform to the provisions and guidelines set forth under Chapter 267, Florida Statutes.

Map 6 - Base Map



Assessment of Use

This section contains short descriptions of the uses of the property. All the trails and ditches can be found on the base map that follows.

Past Uses

Fish Island has documented human use since, at least, 4,000 years before present. In the mid-1700's most of the uplands were converted to a citrus grove. The grove stopped being managed in the early 1800's. In more modern times, it had unregulated use by local citizens and in very recent times it had numerous homeless camps on the site.

Future Land Use and Zoning

The entire property is located within the City of St. Augustine and currently has a future land use designation of Recreation and Open Space for the uplands per the updated 2040 Comprehensive Plan. The jurisdictional wetlands surrounding the property are designated as Open Land.

Currently the property has three zoning designations – Residential General Office – A, Commercial Medium – 2, and Open Land. The City will undergo a rezoning process with plans to designate the upland portions of the property as Government Use and the jurisdictional wetlands surrounding the property as Open Land.

Current Recreational Use and Visitor Programs

As a state land, the property has never been open to the public. Prior to state acquisition in November 2019, the property experienced uncontrolled use.

Other Uses

There are currently no other uses for this property.

Protected Zones

A protected zone is an area that contains sensitive natural and/or cultural resources or is an unusually high-quality example of a natural and/or cultural resource.

The portion of the property that is listed on the National Register of Historic Places has been designated as a protected zone. This encompasses all the maritime hammock mapped in the natural community's map (Map 6). The types of uses and facilities compatible in this protected zone include trails, interpretive kiosks, benches, picnic tables and carefully site-located overlooks.

Existing Facilities

There are currently no existing recreational facilities on Fish Island Preserve.

Conceptual Land Use Plan

The conceptual land use plan that follows contains goals and objectives and a map that outlines the long-term development plan for the property. Numerous attributes are considered such as the property's natural and cultural resources and the landscape setting. This plan is not designed to be static. If new information is identified, the plan should be modified (amended) to adapt to these changes.

Potential Uses

Public Access and Recreational Opportunities

Goal: Provide public access and resource-based recreational opportunities at Fish Island.

All proposed recreational activities at Fish Island will be resource-based and will be consistent with the cultural and natural resources located on the property.

Objective 1: Open the property to the public.

Provide appropriate parking and access to the property.

Objective 2: Provide a minimum of 3 resource-based recreational opportunities within one year of opening the property.

The recreational opportunities being considered at this time are hiking, bicycling, picnicking, nature appreciation, birding, fishing and the interpretation of the natural and cultural resources.

Objective 3: Develop and install interpretive kiosks for the property.

Interpret the cultural and natural resources of the preserve.

Objective 4: Develop 2 interpretive programs for the property within one year of opening the property.

One program should focus on the cultural resources and the other on the natural resources.

Proposed Facilities

Capital Facilities and Infrastructure

Goal: Develop and maintain the infrastructure needed to implement the recreational opportunities for this property.

Objective: Maintain the recreational facilities for this property.

The parking area, trailhead, trails, overlooks and interpretive kiosks will need to be maintained at an acceptable level.

Facilities Development

The cost estimates for all the recommended infrastructure can be found in the Ten-Year Implementation Schedule and Cost Estimates located in Table 5. The cost estimates are preliminary and may get revised once further design is completed.

New facilities planned for this property include a parking area, trailhead, overlooks and interpretive kiosks. The trail system will utilize existing trails. The proposed trail system crosses private property. The city has executed an access easement with the private property owner. The easement is revokable, so an alternative trail section is identified in the Conceptual Land Use map (Map 7) to circumvent the private property, if needed.

Recreational Carrying Capacity

A recreational carrying capacity is an estimate of the number of users that can recreate in a natural or cultural resource or a facility without degrading the resource or facility. It is important to provide the highest quality recreational experience.

The suggested recreational carrying capacity for this property utilizing the proposed recreational uses is:

Trail Use: 40 at one-time, 180 daily. These values include hiking, bicycling, fishing, birding, picnicking and nature appreciation. All these activities utilize the same trail system.

Optimum Boundary

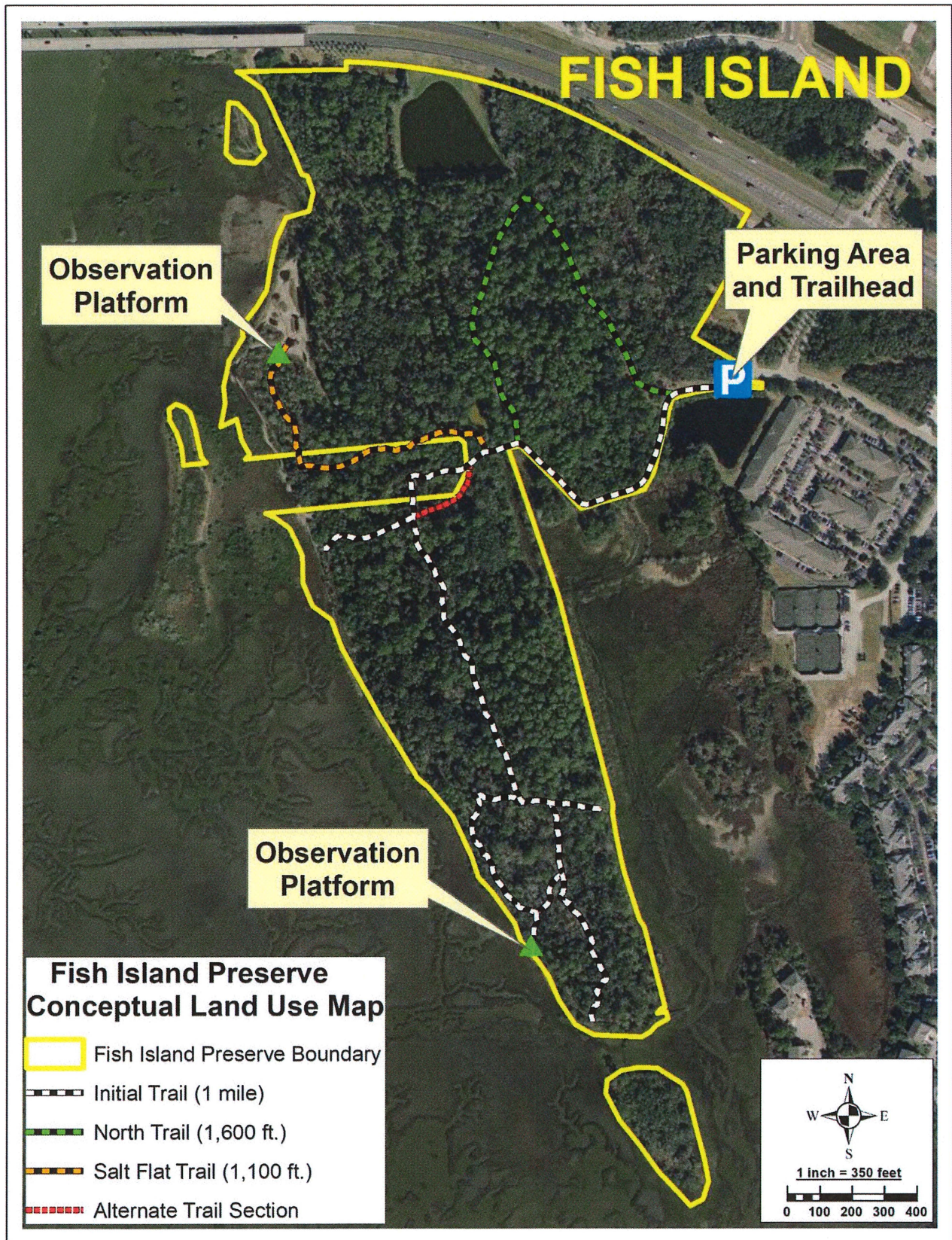
An optimum boundary is an area identified that is not part of the current boundary, but if added to the current boundary will improve the overall management ability, resource value and/or protection of the property.

Any property identified as optimum boundary is intended for planning purposes only. It is not to be used for any regulatory purposes, nor is it to be used to restrict any rights of any private landowner.

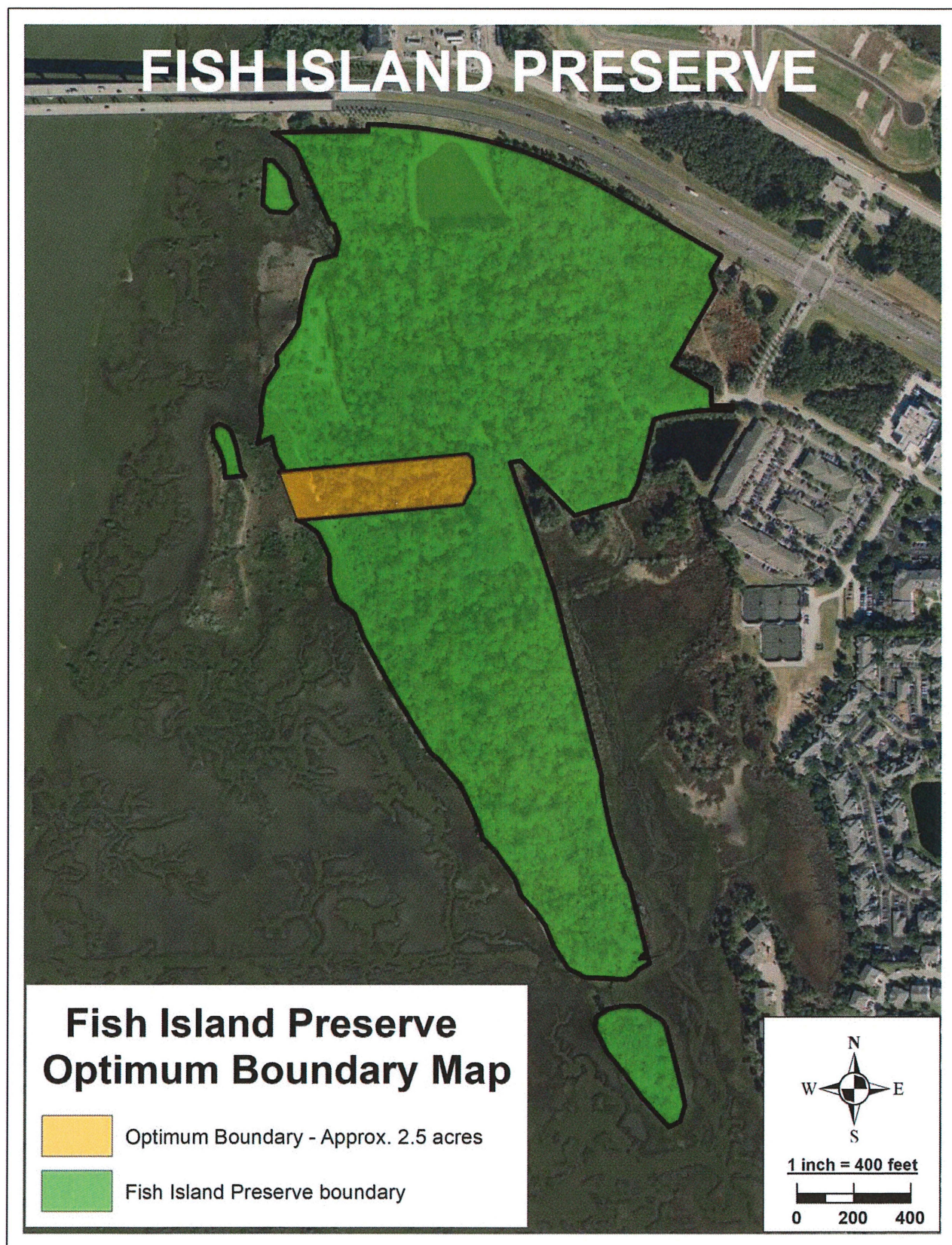
An approximately 2.5-acre parcel that is located on the western boundary of Fish Island Preserve has been identified as an optimum boundary (see Map 8). This parcel contains significant cultural resources and would enhance the resource value of the property. In addition, two existing trails traverse this parcel, including the main trail that provides access to the southern 21 acres (1/3) of the property. The city has obtained an access easement for the public to traverse the private property, but the easement is revokable.

This section of the management plan is also used to identify any portion(s) of the property that is not needed for management of the property. There are no portions of this property that are not needed for management.

Map 7 – Conceptual Land Use Map



Map 8 - Optimum Boundary Map



IMPLEMENTATION COMPONENT

The resource management and land use components of this plan discuss the preserve's cultural, natural and recreational resources in some detail. They describe the property's management needs and problems and provide short and long-term objectives and actions to the needs and problems.

The implementation component contains two parts. First are the accomplishments since acquisition in November 2019. The second part is the Ten-Year Implementation Schedule and Cost Estimates that is in Table 5. It is a compilation of the management goals, objectives and actions located throughout this document and includes management measures, the planning period and estimated costs.

Management Progress

Fish Island Preserve was acquired in November 2019. The City hopes to open the property to the public in early 2021. The lease from the Trustees was executed in October 2020. The following work has been accomplished.

Preserve Administration and Operations

- Over 1,000 volunteer hours have been donated on the property, primarily associated with a clean-up day that removed over 25 cubic yards of trash.
- Contractor removed over 300 cubic yards of trash.
- City staff have designed the initial parking area, trailhead and trail system.
- City of St. Augustine and Florida Fish and Wildlife Conservation Commission law enforcement officers are both patrolling the property.

Resource Management

Natural Resources

- Staff and volunteers have hand-pulled hundreds of invasive exotic plants.
- Identified and mapped the invasive plant infestations.
- A preliminary plant and animal survey has been completed.

Cultural Resources

- City staff are working with the Florida Public Archaeology Network and the St. Augustine Archaeological Association to monitor the sites recorded on the Florida Master Sites on the property.

Preserve Facilities

- Designed and mapped the proposed trail system.
- Allocated funding for the design and engineering of parking area and trailhead.

Management Plan Implementation

This management plan has a ten-year planning scope. Information throughout this document is utilized to develop the Ten-Year Implementation Schedule and Cost Estimates that is in Table 5. It is a compilation of the management goals, objectives and actions located throughout this document and includes management measures, the planning period and estimated costs. It is arranged utilizing the accepted five land management categories: Resource Management, Administration and Support, Capital Improvements, Recreation Visitor Services and Law Enforcement.

The actions in this plan will be accomplished by City staff, volunteers and contractors and are subject to available funding. Grant funding will be sought to accomplish the plan's goals.

The goals, objectives and actions in this plan are based on the best information available at the writing of the plan. If new information becomes available, then the proposed schedules and costs may need to be adjusted.

Table 5 – Ten-Year Implementation Schedule and Cost Estimates

Goal 1: Provide administrative support to the preserve at current levels.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective 1	Continue administrative support to the preserve at current levels.	Ongoing Admin. Support	C	\$50,000
Objective 2	Expand administrative support as new facilities are developed.	Expand Admin. Support	LT	\$40,000
Goal 2: Protect water quality in the property and improve surface hydrology to the extent feasible.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective	Assess the preserve's hydrological restoration needs.	Assessment Completed	C	\$6,000
Action 1	Assess the impacts associated with the two easternmost ditches on the surface hydrology of the preserve.	Assessment Completed	LT	\$4,000
Action 2	Monitor future land use and zoning changes on nearby properties.	Monitoring Done	C	\$1,000
Action 3	Monitor potential stormwater impacts to the surface waters of the preserve from adjacent and nearby properties.	Monitoring Done	C	\$1,000
Goal 3: Restore and maintain the natural communities/habitats of the property.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective 1	Complete a comprehensive plant and animal survey of the preserve.	Complete list	ST	\$3,000
Action 1	Complete the survey.	Complete Survey	ST	\$1,500
Action 2	Create a baseline plant and animal list.	Complete List	ST	\$1,500
Objective 2	Assess the preserve's natural community restoration needs.	Assessment Completed	LT	\$3,000
Action	Develop a restoration/enhancement plan for the preserve.	Plan Completed	LT	\$3,000
Goal 4: Maintain, improve or restore imperiled species populations and habitats in the property.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective	Develop baseline imperiled species list for the preserve and the habitats they utilize.	List Developed	ST	\$500
Action	Develop an imperiled species list for the property.	List Developed	ST	\$500

*2021 Dollars

ST = Short-term (actions within 2 years)

LT = Long-term (actions within 10 years)

C = Continuous (short-term or long-term actions)

Goal 5: Remove invasive exotic plants and animals from the property and maintain them in a maintenance phase.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective 1	Annually treat one preserve management zone for EPPC Category I and II plant species.	Acres Treated	C	\$100,500
Action 1	Develop and update annual exotic plant removal work plan.	Plan Dev. and Updated	C	\$500
Action 2	Implement the annual work plan by treating one of the preserve's management zones per year.	Plan Implemented	C	\$100,000
Objective 2	Practice preventative measures to ensure that no invasive exotic plants are accidentally introduced or spread within the preserve.	Measures Implemented	C	\$5,000
Action	Develop and implement preventative measures.	Measures Dev. and Implemented	C	\$5,000
Objective 3	Monitor the preserve for damage from exotic animal species.	Provide Monitoring	C	\$5,000
Action	Control exotic animal species as needed.	# of Species Controlled, as needed	C	\$5,000
Goal 6: Protect, preserve, interpret and maintain the cultural resources of the preserve.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective 1	Monitor and evaluate all the documented Florida Master Site File (FMSF) sites in the preserve.	All Sites Monitored and Evaluated	C	\$51,000
Action 1	Complete evaluations utilizing the Heritage Monitoring Scout program developed by the Florida Public Archaeology Network.	Evaluation Completed	C	\$50,000
Action 2	Record any new sites with the FMSF.	Record Completed, as needed	C	\$500
Action 3	Consult with the Division of Historical Resources Compliance Review in advance of any ground disturbance.	DHR Consulted, as needed	C	\$500
Objective 2	Expand level of documentation of cultural resources.	All Sites Monitored and Evaluated	ST	\$17,000
Action 1	Produce digital and archival quality documentation of most significant cultural resources to reduce the loss of information that could occur with natural hazards or human interaction.	Documentation Completed	ST	\$12,000
Action 2	Update the National Register nomination to include additional information and expand period of significance to include the pre-historic periods.	Nomination Updated	ST	\$5,000

*2021 Dollars

ST = Short-term (actions within 2 years)

LT = Long-term (actions within 10 years)

C = Continuous (short-term or long-term actions)

Goal 7: Provide public access and resource-based recreational opportunities at Fish Island.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective 1	Open the property to the public.	Property Open	ST	\$100,000
Objective 2	Provide a minimum of 3 resource-based recreational opportunities within one year of opening the property.	Opportunities Provided	ST	\$25,000
Objective 3	Develop and install interpretive kiosks for the property.	Kiosks Dev. and Installed	ST	\$50,000
Objective 4	Develop 2 interpretive programs for the property within one year of opening the property.	# of Interpretive Programs	ST	\$1,000
Goal 8: Develop and maintain the infrastructure needed to implement the recreational opportunities for this property.		Measure	Planning Period	Estimated Manpower and Expense Cost* (10-years)
Objective	Maintain the recreational facilities for this property.	Facilities Maintained	C	\$110,000
Summary of Estimated Costs				
Management Categories			Total Estimated Manpower and Expense Cost* (10-years)	
Administration and Support			\$90,000	
Resource Management			\$191,000	
Recreation/Visitor Services			\$176,000	
Capital Improvements			\$110,000	
Law Enforcement		Law enforcement is provided by the City of St. Augustine Police Department and the Florida Fish and Wildlife Conservation Commission's Division of Law Enforcement		

*2021 Dollars

ST = Short-term (actions within 2 years)

LT = Long-term (actions within 10 years)

C = Continuous (short-term or long-term actions)

Addendum 1 – Acquisition History

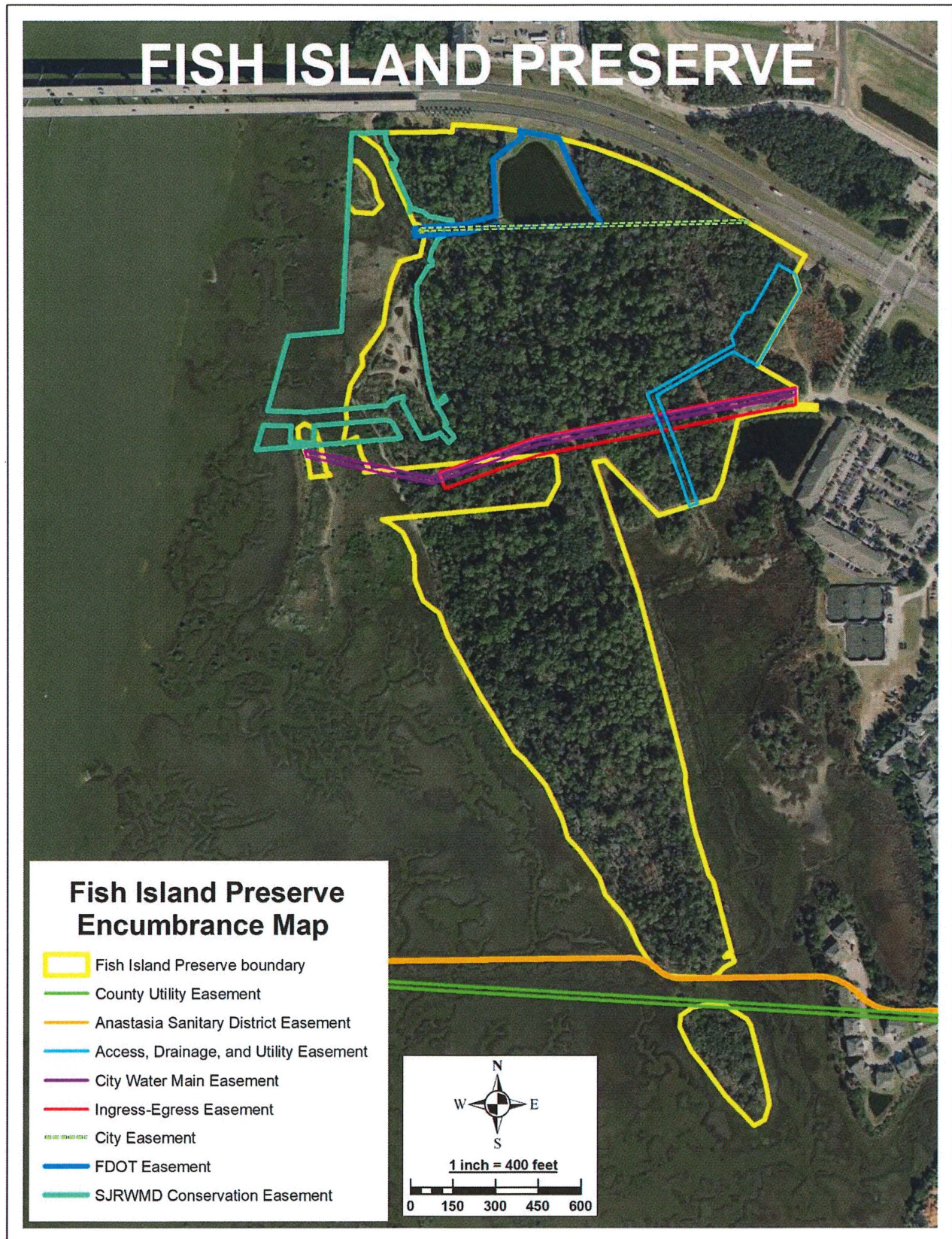
Fish Island was acquired in full fee by a warranty and a quit claim deed on November 15, 2019 and is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees). It is part of the Northeast Florida Blueway Florida Forever Project and is currently ranked #5 in the Climate Change Lands Project category.

Fish Island Preserve is a culturally and ecologically rich property that is important for the protection of coastal uplands and wetlands. In addition, it provides storm and groundwater protection and perhaps most importantly provides the local community with continued coastal resilience.

The City of St. Augustine was granted a lease by the Trustees on October 6, 2020 (Lease # 4843) to manage the property.

The property is constrained by eight encumbrances (see Map 9). None of the encumbrances preclude or hinder the City's ability to manage the property's cultural or natural resources.

Map 9 – Encumbrances



Addendum 2 – References Cited

Brooks, H.K. 1981. Physiographic Divisions of Florida. FL Coop. Ext. Service, Inst. Food Agric. Sci., Univ. of Florida, Gainesville, FL. 12 pp.

City of St. Augustine. 2016. Coastal vulnerability assessment: City of St. Augustine, FL.

City of St. Augustine. 2017. Florida community resiliency initiative pilot project adaptation plan for St. Augustine.

Florida Natural Areas Inventory (FNAI). 2010. Guide to the natural communities of Florida. Florida Natural Areas Inventory, Tallahassee, FL.

Green, R.C. et al. 2014. Florida Geological Survey Statemap: Open-file Report 102. FL Dept. of Environmental Protection, Florida Geological Survey, Tallahassee, FL 34 pp. + 3 plates.

St. Johns River Water Management District. 2003. Northern coastal basin surface water improvement and management plan. 99 pp.

St. Johns River Water Management District. 2019. 2019 Status and trends report.

U.S. Department of Agriculture, Natural Resource Conservation Service's Official Soil Series Descriptions. <https://websoilsurvey.sc.egov.usda.gov/>

U.S. Department of Agriculture, Soil Conservation Service. 1983. Soil Survey of St. Johns County, Florida. 196 pp.

U.S Department of Interior. 2017. The secretary of interior's standards for the treatment of historic properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings. National Park Service Technical Preservation Services, Washington, D.C. 252 pp.

White, Andrea P. and Carl D. Halbirt. 2001. A Preliminary Cultural Resource Assessment of Fish Island: The 18th Century Plantation Home of Jesse Fish (8SJ62).

Addendum 3 – Soil Descriptions

The following soil descriptions are from the United States Department of Agriculture, Natural Resource Conservation Service's Official Soil Series Descriptions.

Adamsville variant fine sand

This soil series is comprised of very deep, somewhat poorly drained, rapidly permeable soils found on broad flats and low knolls. They formed in thick sandy marine sediments. Slopes typically range from 0-5%. This soil type can extend to a depth of 80 inches, or more, and is acidic. The water table can be as shallow as 18 inches below surface during the wet season and up to 60 inches during the dry season. At Fish Island, this soil type is associated with the maritime hammock.

Moultrie fine sand, frequently flooded

The Moultrie soil series consists of very deep, very poorly drained, rapidly permeable soils found in salt marshes. They formed in thick deposits of sandy marine sediments. This soil type can extend to a depth of 80 inches and is alkaline near the surface becoming more acidic as depths increase. The water table is within 10 inches of the surface most of the year and is strongly affected by tidal fluctuations. At Fish Island, this soil type is associated with the salt marsh.

Ona wet, fine sand; 0-2% slopes

This soil series is comprised of poorly drained, moderately permeable soils that formed in thick sandy marine sediments found in flatwood areas. Slopes typically range from 0-2%. This soil type can extend to a depth of 80 inches, or more, and is acidic. The water table is within 10 inches of the surface during the wet season and up to 40 inches during the dry season. At Fish Island, this soil type is associated with the upland margins of salt marsh.

Orsino fine sand; 0-5% slopes

This soil series is comprised of very deep, moderately well drained, very rapidly permeable soils that formed in thick beds of sandy marine deposits found on moderately high ridges in the coastal plain. Slopes typically range from 0-8%. This soil type can extend to a depth of 80 inches, or more, and is acidic. The water table is between 48 and 60 inches below the surface during the wet season and more than 60 inches below the surface during the dry season. At Fish Island, this soil type is associated with the xeric hammock.

Pellicer silty clay loam, frequently flooded

The Pellicer series consists of very deep, very poorly drained, very slowly permeable soils located in salt marsh. They formed in loamy and clayey marine sediments. This soil type can extend to a depth of 80 inches, or more, and is alkaline. This series is flooded by normal high tides. At Fish Island, this soil type is associated with the salt marsh.

St. Augustine fine sand, clayey substratum

This soil series is comprised of very deep, somewhat poorly drained, moderately rapid to very slowly permeable soils found on broad to narrow flats and slight ridges as a result of dredging and filling operations. This soil type can be slightly acidic to moderately alkaline, depending on the amount of shell material. At Fish Island, this soil type is associated with the spoil area.

St. Johns fine sand, depressional

The St. Johns series is comprised of very deep, very poorly or poorly drained, moderately permeable soils found on broad flat and depressional areas and are formed in sandy marine sediments. Slopes typically range from 0-5%. This soil type can extend to a depth of 80 inches, or more, and is strongly acidic. These areas are typically ponded for more than 6 months per year. At Fish Island, this soil type is associated with an historically low area that was impacted by dredge spoil.

Samsula muck, frequently ponded; 0-1% slopes

This soil series is comprised of very deep, very poorly drained, rapidly permeable soils that formed in thick beds of hydrophytic plant remains and are underlain by sandy marine sediments. These soils are typically located in swamps, poorly defined drainageways and floodplains. This soil type can extend to a depth of 55 inches, or more, and is extremely acidic. The water table is at or above surface of the soil except during extended dry periods. At Fish Island, this soil type is associated with the salt marsh.

Smyrna wet, fine sand; 0-2% slopes

The Smyrna series consists of very deep, poorly to very poorly drained soils located in thick deposits of sandy marine sediments. Permeability is moderately rapid to rapid. Slopes typically range from 0-2%. This soil type can extend to a depth of 80 inches, or more, and is strongly acidic. At Fish Island, this soil type is associated with the maritime hammock.

Addendum 4 – Plant and Animal List

Common Name

Scientific Name

PLANTS

PTERIDOPHYTES

Giant leather fern	<i>Acrostichum danaeifolium</i>
Japanese climbing fern	<i>Lygodium japonicum</i> *
Tuberous sword fern	<i>Nephrolepis cordifolia</i> *
Resurrection fern	<i>Pleopeltis polypodioides</i>
Tailed bracken	<i>Pteridium aquilinum</i> var. <i>pseudocaudatum</i>

GYMNOSPERMS

Red cedar	<i>Juniperus virginiana</i>
Slash pine	<i>Pinus elliottii</i>
Loblolly pine	<i>Pinus taeda</i>

MONOCOTS

Bushy bluestem	<i>Andropogon glomeratus</i> var. <i>pumilus</i>
Broomsedge bluestem	<i>Andropogon virginicus</i> var. <i>virginicus</i>
Coastal sandbur	<i>Cenchrus spinifex</i>
Whitemouth dayflower	<i>Commelina erecta</i>
Umbrella plant	<i>Cyperus involucratus</i> *
Saltgrass	<i>Distichlis spicata</i>
Pinewoods fingergrass	<i>Eustachys petraea</i>
Needle rush	<i>Juncus roemerianus</i>
Hairawn muhly	<i>Muhlenbergia capillaris</i>
Seashore paspalum	<i>Paspalum vaginatum</i>
Cabbage palm	<i>Sabal palmetto</i>
St. Augustinegrass	<i>Stenotaphrum secundatum</i>
Saw palmetto	<i>Serenoa repens</i>
Earleaf greenbrier	<i>Smilax auriculata</i>
Saw greenbrier	<i>Smilax bona-nox</i>
Laurel greenbrier	<i>Smilax laurifolia</i>
Saltmarsh cordgrass	<i>Spartina alterniflora</i>
Marshhay cordgrass	<i>Spartina patens</i>
Bartram's airplant	<i>Tillandsia bartamii</i>
Spanish moss	<i>Tillandsia usneoides</i>
Small-leaf spiderwort	<i>Tradescantia fluminensis</i> *
Bluejacket	<i>Tradescantia ohiensis</i>
Spanish bayonet	<i>Yucca aloifolia</i>

DICOTS

Common ragweed	<i>Ambrosia artemisiifolia</i>
Bastard false indigo	<i>Amorpha fruticosa</i>
Smallflower pawpaw	<i>Asimina parviflora</i>

Black mangrove	<i>Avicennia germinans</i>
Saltwater falsewillow	<i>Baccharis angustifolia</i>
Groundsel tree	<i>Baccharis halimifolia</i>
Saltwort	<i>Batis maritima</i>
Beggarticks	<i>Bidens alba</i>
Bushy seaside oxeye	<i>Borrchia frutescens</i>
American beautyberry	<i>Callicarpa americana</i>
Trumpet creeper	<i>Campsis radicans</i>
Wild olive	<i>Cartrema americanum</i>
Pignut hickory	<i>Carya glabra</i>
Pecan	<i>Carya illinoensis*</i>
Sugarberry	<i>Celtis laevigata</i>
Spurred butterfly pea	<i>Centrosema virginianum</i>
Partridge pea	<i>Chamaecrista fasciculata</i>
Coastalplain goldenaster	<i>Chrysopsis scabrella</i>
Camphortree	<i>Cinnamomum camphora*</i>
Purple thistle	<i>Cirsium horridulum</i>
Tread-softly	<i>Cnidoscolus stimulosus</i>
Pinebarren frostweed	<i>Crocanthemum corymbosum</i>
Oakleaf fleabane	<i>Erigeron quercifolius</i>
Coralbean	<i>Erythrina herbacea</i>
Dogfennel	<i>Eupatorium capillifolium</i>
Florida swampprivet	<i>Forestiera segregata</i>
Carolina buckthorn	<i>Frangula caroliniana</i>
Firewheel	<i>Gaillardia pulchella</i>
Elliott's milkpea	<i>Galactia elliotii</i>
Camphorweed	<i>Heterotheca subaxillaris</i>
Largeleaf marshpennywort	<i>Hydrocotyle bonariensis</i>
Yaupon	<i>Ilex vomitoria</i>
American holly	<i>Ilex opaca</i> var. <i>opaca</i>
Anil de pasto	<i>Indigofera suffruticosa</i>
Tievine	<i>Ipomoea cordatotriloba</i>
Man-of-the-earth	<i>Ipomoea pandurata</i>
Bigleaf sumpweed	<i>Iva frutescens</i>
Lantana	<i>Lantana strigocamara*</i>
Virginia pepperweed	<i>Lepidium virginicum</i>
Carolina sealavender	<i>Limonium carolinianum</i>
Rusty staggerbush	<i>Lyonia ferruginea</i>
Southern magnolia	<i>Magnolia grandiflora</i>
Chinaberry	<i>Melia azedarach*</i>
Spotted beebalm	<i>Monarda punctata</i>
Indianpipe	<i>Monotropa uniflora</i>
Southern bayberry	<i>Myrica cerifera</i>
Peppervine	<i>Nekemias arborea</i>
Devil's-tongue	<i>Opuntia austrina</i>
Cockspur pricklypear	<i>Opuntia drummondii</i>

Virginia creeper	<i>Parthenocissus quinquefolia</i>
Gulf coast swallowwort	<i>Pattalias palustre</i>
Red bay	<i>Persea borbonia</i> var. <i>borbonia</i>
Turkey tangle frogfruit	<i>Phyla nodiflora</i>
Walter's groundcherry	<i>Physalis walteri</i>
American pokeweed	<i>Phytolacca americana</i>
Rosy camphorweed	<i>Pluchea baccharis</i>
Paintedleaf	<i>Poinsettia cyathophora</i>
Carolina laurelcherry	<i>Prunus caroliniana</i>
Black cherry	<i>Prunus serotina</i>
Chapman's oak	<i>Quercus chapmanii</i>
Sand live oak	<i>Quercus geminata</i>
Laurel oak	<i>Quercus laurifolia</i>
Myrtle oak	<i>Quercus myrtifolia</i>
Live oak	<i>Quercus virginiana</i>
Winged sumac	<i>Rhus copallina</i>
Rougeplant	<i>Rivina humilis</i>
Sand blackberry	<i>Rubus cuneifolius</i>
Annual glasswort	<i>Salicornia bigelovii</i>
Coastalplain willow	<i>Salix caroliniana</i>
Lyreleaf sage	<i>Salvia lyrata</i>
Brazilian pepper	<i>Schinus terebinthifolius</i> *
Bladderpod	<i>Sesbania vesicaria</i>
Shoreline seapurslane	<i>Sesuvium portulacastrum</i>
Tough bully	<i>Sideroxylon tenax</i>
Chapman's goldenrod	<i>Solidago odora</i> var. <i>chapmanii</i>
Common sowthistle	<i>Sonchus oleraceus</i> *
Creeping oxeye	<i>Sphagneticola trilobata</i> *
Poison ivy	<i>Toxicodendron radicans</i>
Chinese tallowtree	<i>Triadica sebifera</i> *
Forked bluecurls	<i>Trichostema dichotomum</i>
American elm	<i>Ulmus americana</i>
Frostweed	<i>Verbesina virginica</i>
Hairy pod cowpea	<i>Vigna luteola</i>
Sparkleberry	<i>Vaccinium arboreum</i>
Highbush blueberry	<i>Vaccinium coimbosum</i>
Shiny blueberry	<i>Vaccinium myrsinites</i>
Muscadine	<i>Vitis rotundifolia</i>
Giant ironweed	<i>Vernonia gigantea</i>
Hercules-club	<i>Zanthoxylum clava-herculis</i>

INVERTEBRATES

GASTROPODS

Eastern oyster	<i>Crassostrea virginica</i>
Marsh periwinkle	<i>Littorina irrorata</i>

CRUSTACEANS

Blue crab	<i>Callinectes sapidus</i>
Flat mud crab	<i>Eurypanopeous depressus</i>

MOSQUITOES

Eastern saltmarsh mosquito	<i>Aedes sollicitans</i>
Black saltmarsh mosquito	<i>Aedes taeniorhynchus</i>

BUTTERFLIES AND MOTHS

Butterflies and skippers	
Gulf fritillary	<i>Agraulis vanillae</i>
White peacock	<i>Anartia jatrophae</i>
Monarch	<i>Danaus plexippus</i>
Zebra heliconian	<i>Heliconus charithonia</i>
Common buckeye	<i>Junonia coenia</i>
Giant swallowtail	<i>Papilio cresphontes</i>
Eastern tiger swallowtail	<i>Papilio glaucus</i>
Palamedes swallowtail	<i>Papilio palamedes</i>

VERTEBRATES

FISHES

Sheepshead minnow	<i>Cyprinodon variegatus</i>
Gulf killifish	<i>Fundulus grandis</i>
Striped killifish	<i>Fundulus majalis</i>
Eastern mosquitofish	<i>Gambusia holbrooki</i>
Striped mullet	<i>Mugil cephalus</i>
Silver mullet	<i>Mugil curema</i>
Sailfin molly	<i>Poecilia latipinna</i>

AMPHIBIANS

Frogs and Toads

Southern toad	<i>Anaxyrus terrestris</i>
Green treefrog	<i>Hyla cinerea</i>
Squirrel treefrog	<i>Hyla squirella</i>

REPTILES

Lizards and Skinks

Green anole	<i>Anolis carolinensis</i>
Brown anole	<i>Anolis sagrei</i> *
Little brown skink	<i>Scincella lateralis</i>

Snakes

Florida cottonmouth	<i>Agkistrodon conanti</i>
Southern black racer	<i>Coluber constrictor priapus</i>
Red cornsnake	<i>Pantherophis guttata</i>

Eastern ratsnake *Pantherophis alleghaniensis*

BIRDS

Waterfowl

Wood Duck *Aix sponsa*
Mallard *Anas platyrhynchos* (domestic)
Blue-winged Teal *Spatula discors*

Pigeons and Doves

Common Ground-Dove *Columbina passerina*
Mourning Dove *Zenaida macroura*

Rails, Gallinules, and Allies

Clapper Rail *Rallus crepitans*

Shorebirds

Dunlin *Calidris alpina*
Wilson' Snipe *Gallinago delicta*
Greater/Lesser Yellowlegs *Tringa* sp.

Gulls, Terns, and Skimmers

Bonaparte's Gull *Chroicocephalus philadelphia*
Laughing Gull *Leucophaeus atricilla*
Ring-billed Gull *Larus delawarensis*
Royal Tern *Thalasseus maxima*

Storks

Wood Stork *Mycteria americana*

Cormorants and Anhingas

Double-crested Cormorant *Phalacrocorax auritus*

Pelicans

Brown Pelican *Pelecanus occidentalis*

Hérons, Ibis, and Allies

Great Blue Heron *Ardea herodias*
Great Egret *Ardea alba*
Snowy Egret *Egretta thula*
Little Blue Heron *Egretta caerulea*
Reddish Egret *Egretta rufescens*
Tricolored Heron *Egretta tricolor*
Yellow-crowned Night-heron *Nyctanassa violacea*
White Ibis *Eudocimus albus*
Roseate Spoonbill *Platalea ajaja*

Vultures, Hawks, and Allies

Turkey Vulture	<i>Cathartes aura</i>
Black Vulture	<i>Coragyps atratus</i>
Osprey	<i>Pandion haliaetus</i>
Cooper's Hawk	<i>Accipiter cooperii</i>
Sharp-shinned hawk	<i>Accipiter striatus</i>
Northern Harrier	<i>Circus hudsonius</i>
Bald Eagle	<i>Haliaeetus leucocephalus</i>
Red-shouldered Hawk	<i>Buteo lineatus</i>
Red-tailed Hawk	<i>Buteo jamaicensis</i>

Kingfishers

Belted Kingfisher	<i>Megaceryle alcyon</i>
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Owls

Barred Owl	<i>Strix varia</i>
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Woodpeckers

Red-bellied Woodpecker	<i>Melanerpes carolinus</i>
Yellow-bellied Sapsucker	<i>Sphyrapicus varius</i>
Downy Woodpecker	<i>Dryobates pubescens</i>
Pileated Woodpecker	<i>Dryocopus pileatus</i>

Falcons

American Kestrel	<i>Falco sparverius</i>
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Tyrant Flycatchers: Pewees, Kingbirds, and Allies

Great Crested Flycatcher	<i>Myiarchus crinitus</i>
Eastern Phoebe	<i>Sayornis phoebe</i>

Vireos

White-eyed Vireo	<i>Vireo griseus</i>
Red-eyed Vireo	<i>Vireo olivaceus</i>
Blue-headed Vireo	<i>Vireo solitarius</i>

Jays, Magpies, Crows, and Ravens

Blue Jay	<i>Cyanocitta cristata</i>
American Crow	<i>Corvus brachyrhynchos</i>
Fish Crow	<i>Corvus ossifragus</i>

Tits, Chickadees, and Titmice

Carolina Chickadee	<i>Poecile carolinensis</i>
Tufted Titmouse	<i>Baeolophus bicolor</i>

Martins and Swallows

Purple Martin	<i>Progne subis</i>
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Tree Swallow *Tachycineta bicolor*

Kinglets

Ruby-crowned Kinglet *Regulus calendula*

Gnatcatchers

Blue-gray Gnatcatcher *Polioptila caerulea*

Wrens

Carolina Wren *Thryothorus ludovicianus*

House Wren *Troglodytes aedon*

Catbirds, Mockingbirds, and Thrashers

Gray Catbird *Dumetella carolinensis*

Brown Thrasher *Toxostoma rufum*

Northern Mockingbird *Mimus polyglottos*

Thrushes

Eastern Bluebird *Sialia sialis*

American Robin *Turdus migratorius*

Waxwings

Cedar Waxwing *Bombycilla cedrorum*

New World Sparrows

Eastern Towhee *Pipilo erythrophthalmus*

Blackbirds

Red-winged Blackbird *Agelaius phoeniceus*

Boat-tailed Grackle *Quiscalus major*

Wood-Warblers

Black-and-white Warbler *Mniotilta varia*

Orange-crowned Warbler *Oreothlypis celata*

Common Yellowthroat *Geothlypis trichas*

Northern Parula *Setophaga americana*

Yellow-rumped Warbler *Setophaga coronata*

Prairie Warbler *Setophaga discolor*

Yellow-throated Warbler *Setophaga dominica*

Palm Warbler *Setophaga palmarum*

Pine Warbler *Setophaga pinus*

Cardinals, Grosbeaks, and Allies

Northern Cardinal *Cardinalis cardinalis*

Painted Bunting *Passerina ciris*

Indigo Bunting *Passerina cyanea*

MAMMALS

Didelphids

Virginia opossum *Didelphis virginiana*

Edentates

Nine-banded armadillo *Dasypus novemcinctus**

Lagomorphs

Marsh rabbit *Sylvilagus palustris*

Rodents

Eastern grey squirrel *Sciurus carolinensis*

Cervids

White-tailed deer *Odocoileus virginianus*

Carnivores

Feral cat *Felis catus**

Raccoon *Procyon lotor*

Florida black bear *Ursus americanus floridanus*

*** = exotic species**

Addendum 5 - Imperiled Species Ranking Definitions

Federal Legal Status: Listed by the U.S. Fish and Wildlife Service (USFWS). Derived from the U.S. Endangered Species Act of 1973, Sec. 3.

E = Endangered: species in danger of extinction throughout all or a significant portion of its range.

T = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.

State Legal Status:

Plants: Listed by the Florida Department of Agriculture and Consumer Services (FDACS) in the Preservation of Native Flora of Florida Act.

FE = Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.

FT = Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

Animals: Listed by the Florida Fish and Wildlife Conservation Commission. Derived from "Florida's Endangered and Threatened Species" published by Florida Fish and Wildlife Conservation Commission, May 2017.

ST = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.

SSC = Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species.

Florida Natural Areas Inventory State Rank Definitions:

S1 = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.

S2 = Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.

S3 = Either very rare and local in Florida (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.

S4 = Apparently secure in Florida (may be rare in parts of range).

S5 = Demonstrably secure in Florida.

Addendum 6 – Cultural Resource Information

Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties (revised March 2013)

These procedures apply to state agencies, local governments, and non-profits that manage state-owned properties.

A. General Discussion

Historic resources are both archaeological sites and historic structures. Per Chapter 267, Florida Statutes, *‘Historic property’ or ‘historic resource’ means any prehistoric district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.’*

B. Agency Responsibilities

Per State Policy relative to historic properties, state agencies of the executive branch must allow the Division of Historical Resources (Division) the opportunity to comment on any undertakings, whether these undertakings directly involve the state agency, i.e., land management responsibilities, or the state agency has indirect jurisdiction, i.e. permitting authority, grants, etc. No state funds should be expended on the undertaking until the Division has the opportunity to review and comment on the project, permit, grant, etc.

State agencies shall preserve the historic resources which are owned or controlled by the agency.

Regarding proposed demolition or substantial alterations of historic properties, consultation with the Division must occur, and alternatives to demolition must be considered.

State agencies must consult with Division to establish a program to location, inventory and evaluate all historic properties under ownership or controlled by the agency.

C. Statutory Authority

Statutory Authority and more in-depth information can be found at:

<http://www.flheritage.com/preservation/compliance/guidelines.cfm>

D. Management Implementation

Even though the Division sits on the Acquisition and Restoration Council and approves land management plans, these plans are conceptual. Specific information regarding individual projects must be submitted to the Division for review and recommendations.

Managers of state lands must coordinate any land clearing or ground disturbing activities with the Division to allow for review and comment on the proposed project. Recommendations may include but are not limited to approval of the project as submitted, cultural resource assessment survey by a qualified professional archaeologist, modifications to the proposed project to avoid or mitigate potential adverse effects.

Projects such as additions, exterior alteration, or related new construction regarding historic structures must also be submitted to the Division of Historical Resources for review and comment by the Division's architects. Projects involving structures fifty years of age or older, must be submitted to this agency for a significance determination. In rare cases, structures under fifty years of age may be deemed historically significant. These must be evaluated on a case-by-case basis.

Adverse impacts to significant sites, either archaeological sites or historic buildings, must be avoided. Furthermore, managers of state property should make preparations for locating and evaluating historic resources, both archaeological sites and historic structures.

E. Minimum Review Documentation Requirements

In order to have a proposed project reviewed by the Division, certain information must be submitted for comments and recommendations. The minimum review documentation requirements can be found at: http://www.flheritage.com/preservation/compliance/docs/minimum_review_documentation_requirements.pdf.

* * *

Questions relating to the treatment of archaeological and historic resources on state lands should be directed to:

Deena S. Woodward
Division of Historical Resources
Bureau of Historic Preservation
Compliance and Review Section
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

Phone: (850) 245-6425
Toll Free: (800) 847-7278
Fax: (850) 245-6435

Preservation Treatments as Defined by the Secretary of Interior's Standards and Guidelines

Preservation

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project. However, new exterior additions are not within the scope of this treatment.

Rehabilitation

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Restoration

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

Stabilization

Stabilization is defined as the act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property while maintaining the essential form as it exists, at present.

Addendum 7 – Local Government Comprehensive Plan Compliance

Amy McClure Skinner, AICP
Deputy Director
City of St. Augustine Planning and Building Department

The City of St. Augustine conducted an Evaluation and Appraisal Report (EAR) on its 2011 Comprehensive Plan in 2018. This EAR resulted in virtually a complete rewrite of the City's Comprehensive Plan through an extensive public hearing process over the course of 2019.

The City of St. Augustine 2040 Comprehensive Plan was submitted to the State land planning agency and other reviewing Agencies in November 2019, adopted by the City in July of 2020, and approved by the State in September 2020.

This adopted Comprehensive Plan designates the Fish Island property Recreation and Open Space (State owned uplands portion), Open Land (State owned land waterward of the most restrictive jurisdictional line), and Residential Medium Density Mixed Use (other owned property).

The designated passive single use for public outdoor recreation described in the Management Plan is in compliance with the adopted 2040 Comprehensive Plan. The articulated intent of the Management Plan to be compatible with the protection of natural and cultural resources including habitat, historic resources, and coastal resilience are consistent with the adopted 2040 Comprehensive Plan. The intended balance of the park space with preservation and public use to protect the property while providing access and recreational opportunities promotes the adopted 2040 Comprehensive Plan.

The sections outlined in the Management Plan of Natural Resource Management. Natural Communities Management, Imperiled/Exotic Species Management, and Cultural Resource Management are all discussed in the adopted 2040 Comprehensive Plan.

Outlined below are specific references to Objectives and Policies that demonstrate the Management Plan's compliance with the City's 2040 Comprehensive Plan (not exclusive):

Future Land Use Element:

Objective 1.1, Policy 1.1.4, Policy 1.2.1, Objective 3.1, Policy 3.1.3, Policy 3.1.5, Objective 6.7, Policy 6.7.2, Policy 6.7.3, Policy 7.7.3.1, Policy 8.1.6, Policy 8.1.7

Historic Preservation Element:

Policy 1.1.2, 7.2.1, Objective 9.1, Policy 10.5.6

Conservation and Coastal Management Element:

Policy 1.7.1, Policy 1.7.9, Policy 1.9.1, Policy 2.4.9, Policy 2.4.10, Objective 2.5, Policy 2.6.3

Recreation and Open Space Element:

Policy 2.1.4, Policy 6.1.2

Addendum 8 – Water Quality Trends Report Data

SJRWMD Water Quality Trends Report Data – State Road 312 Bridge		
Analyte	Water Quality Status Description	Water Quality Trend
Total Alkalinity (mg/L as CaCO ₃)	Mid-range	Stable
Total Calcium (mg/L as Ca)	High-range	Stable
Corrected Chlorophyll-A (ug/L)	Mid-range	Stable
Color (platinum-cobalt units)	Low-range	Stable
Specific Conductance Field (umhos/cm@25C)	High-range	Stable
Dissolved Oxygen Analysis by Probe (mg/L)	Mid-range	Stable
Dissolved Organic Carbon (mg/L as C)	Low-range	Insufficient Data
Ca Mg Hardness (calculated mg/L as CaCO ₃)	High-range	Stable
Total Potassium (mg/L as K)	High-range	Decreasing (<5%)
Total Magnesium (mg/L as Mg)	High-range	Stable
Dissolved Ammonia Nitrogen (ug/L as N)	Mid-range	Stable
Dissolved Nitrite and Nitrate (ug/L as N)	Mid-range	Stable
Total Sodium (mg/L as Na)	High-range	Stable
Dissolved Orthophosphate (ug/L as P)	Mid-range	Increasing (<5%)
Salinity (ppt)	High-range	Stable
Secchi Disc Transparency (meters)	High-range	Stable
Total Kjeldahl Nitrogen (ug/L as N)	Low-range	Stable
Total Nitrogen (ug/L as N)	Low-range	Stable
Total Organic Carbon (mg/L as C)	Low-range	Stable
Dissolved Phosphorus (ug/L as P)	Mid-range	Insufficient Data
Total Phosphorus (ug/L as P)	Mid-range	Stable
Total Suspended Solids (mg/L)	High-range	Decreasing (<5%)
Lab Turbidity (NTU)	High-range	Stable
Water Temperature (degrees C)	Mid-range	Stable
Ph (standard units)	High-range	Stable

Addendum 9 – Fish Island History

Prehistoric

The following information is consolidated from several cultural resource assessments conducted on Fish Island Preserve in the past twenty years.

The earliest documented occupants on Fish Island occurred during the Orange Period, approximately 4,000 years before present (ybp). The Orange Period is defined by the development of fiber-tempered ceramics that were tempered by plant fibers. When the hand-molded ceramics were fired, occlusions were left in the pot matrix due to the burning of the plant material.

The Orange Period was followed by the St. Johns Period which occurred from 2,500 ybp until European contact. Most archeologists further break the period into St. Johns I and St. Johns II periods, with additional subdivisions. The St. Johns I period was generally from 2,500 ybp until 1,250 ybp and the St. Johns II was generally from 1,250 ybp until European contact.

The early St. Johns pottery was chalky, plain, sand-tempered and contained fossil sponge spicules. Later period pottery exhibited patterns such as check-stamping.

During the St. Johns Period, there was an increase in population numbers and subsistence activities, with an increase in a plant-based diet. In addition, the level of socio-political organization increased, most notably in the later St. Johns II period. In addition, the construction of burial mounds became common and increased in size and complexity.

Historic

Special thanks to Susan Hill and Jon Hodgkin for their amazing efforts to bring the story of Jesse Fish and Fish Island to the public's attention. Portions of this historical narrative were taken from their writings.

The story of Fish Island encompasses parts of three distinct historical periods in St Augustine: The First Spanish Period (1565–1763); the English Period (1763-1784); and the Second Spanish Period (1784-1821).

The story begins in New York in 1724 or 1726, the date Jesse Fish was born. He was of English descent, and as a young boy of ten or twelve, he set sail from New York employed by the Walton & Company of New York, a shipping company, who since 1726 held the contract to bring food provisions and supplies to the Spanish Garrison in St Augustine. In explaining his young age at employment, it has been suggested that Fish's father had died while working for the firm, and that "Jesse was employed in his place as an act of kindness".

Jesse Fish arrived in St. Augustine in 1736, where he resided for the next 54 years until his death on February 8, 1790 on Fish Island. He was reportedly sent to St Augustine by the Walton Company in order to learn the Spanish language, laws, and customs while living with a prominent local Spanish family, the Herrera's. He became so proficient in these areas, that

within a few years he obtained the commission as “Agent of Supplies”, the company’s sales representative in Spanish Florida, a role in which he remained until 1763.

There is far less available documentation about the details of what transpired in Jesse Fish’s life during the years between 1748 and 1763. It has been reported that he was held as a prisoner of war by the Spanish starting in 1739 during Spain’s war with the British under King George, and he is said to have arrived back to live as a free man in St Augustine “in 1748, following the end of hostilities”.

Upon his return to St Augustine from his imprisonment, Jesse Fish became engaged in business dealings on several different fronts. He is on record as continuing to work many years as a shipping agent for the Walton Company, at times traveling and sailing ships for them.

Sometime in the mid-1700’s, on the parcel now called Fish Island, Jesse Fish established a “world famous” and very large plantation, called El Vergel. He exported tens of thousands of oranges and hundreds of barrels of juice and was known for the high quality of his fruit, as far away as London, where it was “preferred before all others in the making of shrub” (think whiskey sour). Jesse Fish is considered by some historians as “Florida’s first orange baron”. On Census records his profession is simply listed as “Planter”. This area has been listed on the National Register of Historic Places since 1972.

Jesse Fish was a documented slaver trader. From the available records pertaining to Jesse Fish’s slaves, during the ten-year period from 1752-1763, he imported and is registered as the owner of 133 African slaves. Historian Jane Landers, the foremost authority and author of *Black Society in Spanish Florida*, identifies Jesse Fish as introducing “most of the African-born slaves registered in the decade preceding Spain’s loss of Florida (1752-63)”. In addition, in the three available Census records for the years 1783, 1786, and 1787 he is listed as owning sixteen, fourteen, and seventeen Slaves, respectively.

In 1805 Andre Michaux, the Botanist to King Louis the XVI of France, in referencing his visit to Jesse Fish describes Fish’s “five hectares of orange trees on Anastasia Island” writing, “They are sweet, very large, have a thin skin, and are more esteemed than those brought from the West Indies. It is fifty years since the seeds of this species were brought from India, and given to an inhabitant of this island, who has increased them so much as to have made an orchard of them of forty years. I had the opportunity of seeing this fine plantation when I was in Florida in 1788.”

The British occupied Florida in 1763, at the end of the First Spanish Period, and all Spanish Floridians were given 18 months to leave. However, having nearly 200 years of history in Spanish Florida, many were landowners. They were permitted to sell their properties before departing, however, many were not successful in their efforts. Jesse Fish, being of British descent, was permitted to stay. A representative of the Spanish government, Senore de la Puente in early 1764, after being unable to sell all the Spanish properties quickly enough, transferred most of the Spanish ex-patriot’s land deeds to Jesse Fish, who supposedly had a confidential agreement to act on their behalf as their agent. He was supposed to sell or rent their properties and then send money to them in Cuba. This arrangement, and whether Fish acted in good faith, remained a point of controversy for years until his death and afterwards, resulting in many land disputes and court cases involving his descendants.

Because of the massive land transfer that he acquired after the 1763 exodus of the Spanish, Jesse Fish became the owner of most of the properties in St. Augustine, in addition to lands that he already owned on Anastasia Island. Following the transfer of properties from the departing Spanish people to him sometime in 1764, a map of the City depicts Jesse Fish as the owner of most of the properties in St Augustine. It is unclear whether he resided in any of the St Augustine homes he had acquired. At the end of his life, he reportedly had lost everything but El Vergel, due to the payments of his debts, and his self-reported mismanagement of his affairs by his brother-in-law. He is said to have died penniless and a recluse on Fish Island, where he was also buried.

Jesse Fish married 17-year-old Sarah Warner, the daughter of the Harbor Master in 1768 when he was in his forties. They had two children, Jesse Fish, Jr. and Phoebe Furman Fish, before the marriage ended in separation blamed (according to several accounts) on her “madcap” behavior. At his death, his descendants included his wife and children, and Clarissa Fish, “a certain black woman” said to be the “servant” to Jesse Fish Jr., and mother to their seven children, Sophia, Betsy, John, Maisy, Diana, Harriet, and Phebe.

During Michaux’s visit to Fish Island in 1788, he also is said to have described El Vergel, “as a paradise that had withstood pillages by pirates and survived domination by two countries, England and Spain.” In January 1775, a band of pirates attacked the Fish Plantation. There was a skirmish, and several pirates were wounded.

Jesse Fish died in 1790 and was buried on Fish Island. He lived a colorful life and has been described in many ways: as a scoundrel, a spy, a slaver, the savior of St Augustine, and a land grabber, just to name a few.

Jesse Fish, Jr. was able to acquire his dad’s ownership on Anastasia Island, via auction in 1792. The auction valuers identified the plantation as having oranges, medlars, pomegranates, figs, peaches and limes. In 1812, Jesse Fish, Jr. was found dead on Fish Island with his horse, apparently from a lightning strike.

Sarah Fish (Jesse Fish, Sr’s widow) retained ownership of her son’s property soon after his death. She died in 1824. The property was then transferred to Jessica Perpall, who was Sarah’s granddaughter. Jessica died in 1827. From this point, ownership becomes very unclear.

There are records of visits to Fish Island in 1867 and 1874. Both accounts describe the plantation site in ruins.

There is little information about Fish Island in the early twentieth century. Based on an affidavit prepared by W.J. Sanchez in 1925, Mr. Sanchez owned Fish Island from 1878 until 1925. He stated that he kept up the orange grove and grew corn, watermelon and potatoes. In addition, he grazed cattle and horses, and raised pigs.

In 1925, the property was purchased by D. P. Davis, the developer of nearby Davis Shores. Mr. Davis placed dredge spoil from the bottom of the Matanzas River on the northern 15 acres of Fish Island as part of his development plan. This portion of Fish Island was historically salt marsh.

In 1935, the property was sold to John D. Thompson and Harold E. Ryman.

According to White and Halbirt, the property was used to produce moonshine during the Prohibition Era and a trash disposal site and camp and party site in subsequent years. In the 1950's, portions of the house, tomb and blockhouse were still standing. By the 1990's, the structures had been vandalized and were in a state of decay (White and Halbirt, 2001).

Figure 2 - Jesse Fish plantation house, Morton 1867 drawing



References Used:

- Gold, Robert L. 1973. That Infamous Floridian, Jesse Fish. *Florida Historical Quarterly*. 52: pp.1-17.
- Graham, Thomas. 1996. St. Augustine, 1867, drawings by Henry J. Morton. *El Escribano* 33.
- Hodgin, J. and Hill, S. 2018. Fish Island's Historical Past: A Citizen's Perspective on What We Stand to Lose. Unpublished Manuscript.
- Kingston, Clara Talley. 1987. Sarah Warner Fish. *El Escribano* 24: pp. 63-84.

Landers, Jane. *Black Society in Spanish Florida*. University of Illinois Press, Urbana.

St. Augustine Historical Society Research Library. Fish Island and Jesse Fish File.

Smith, Greg C., Brent M. Handley and Sidney P. Johnston. 2004. *Archaeological Data Recovery in the Northern Portion of 8SJ62NR, Fish Island Plantation, St. Johns County, Florida*. Report of Investigations No. 502.

Taylor, Walter K. and Eliane M. Norman. 2002. *Andre Michaux in Florida: An 18th Century Botanical Journey*.

White, Andrea P. and Carl D. Halbirt. 2001. *A Preliminary Cultural Resource Assessment of Fish Island: The 18th Century Plantation Home of Jesse Fish (8SJ62)*.

Woolson, Constance F. 1874. *The Ancient City*. Harpers New Monthly Magazine, Number CCXCV (December), Vol. 1, pp. 1-25 and 164-185.

Addendum 10 – Arthropod Control Plan



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

Section 388.4111, F.S.
Telephone: (850) 617-7995

Return to:

Mosquito Control Program
3125 Conner Blvd, Bldg 6,
Tallahassee, Florida 32399-1650

For use in documenting an Arthropod Control Plan for lands designated by the State of Florida or any political subdivision thereof as being environmentally sensitive and biologically highly productive therein. Fill this form out if control work is necessary or planned.

Name of Designated Land: Fish Island Park

Is Control Work Necessary: ☒ Yes ☐ No

Location: Anastasia Island off SR312

Land Management Agency: City of St. Augustine

Are Arthropod Surveillance Activities Necessary? ☒ Yes ☐ No

If "Yes", please explain:

According to the Florida Administration Code 5E-13 surveillance shall be conducted to determine the species and numbers of both pestiferous and disease bearing arthropods. After an emergence of mosquitoes, they will affect citizens, business, and tourists.

Which Surveillance Techniques Are Proposed?
Please Check All That Apply:

☒ Landing Rate Counts	☒ Light Traps	☐ Sentinel Chickens
☒ Citizen Complaints	☒ Larval Dips	☐ Other

If "Other", please explain:

Arthropod Species for Which Control is Proposed:

Salt Marsh Mosquito: *Aedes taeniorhynchus* and *Aedes sollicitans*

Culex restuans, *Cx. erraticus*, *Cx. nigripalpus* (WNV), *Cx. quinquefasciatus* (SLE), *Coquillettidia perturbans* (EEE)

Proposed Larval Control:

Proposed larval monitoring procedure:

Are post treatment counts being obtained: ☒ Yes ☐ No

Biological Control of Larvae:

Might predacious fish be stocked: ☒ Yes ☐ No

Other biological controls that might be used:

Material to be Used for Larvaciding Applications:

(Please Check All That Apply:)

☒ Bti

☒ Bs

☒ Methoprene

☐ Non-Petroleum Surface Film

☐ Other, please specify:

Please specify the following for each larvacide:

Chemical or Common name:

☒ Ground ☒ Aerial

Rate of application: As directed by label

Method of application: Truck, Helicopter, Drone

Proposed Adult Mosquito Control:

Aerial adulticiding ☒ Yes ☐ No
Ground adulticiding ☒ Yes ☐ No

Please specify the following for each adulticide: Permethrin, Sumithrin, Bifenthrin

Chemical or common name: Aqualuer 20-20, Duet, Talstar P

Rate of application: As directed by label

Method of application: Truck, Aerial, Drone, Backpack, Thermal Fogger

Proposed Modifications for Public Health Emergency Control: Arthropod control agency may request special exception to this plan during a threat to public or animal health declared by State Health Officer or Commissioner of Agriculture.

When a health emergency is declared, then adulticiding is approved.

Proposed Notification Procedure for Control Activities:

Before any adulticides are applied AMCD will collect thirty five (35) mosquitoes per night on-site, as requested by City of St. Augustine.
Chapter 388, of the Florida Statue and Rule 5-E13.036 under the Dept. of Agriculture and Consumer Services. Demonstrable Increase or Other Indicator of Arthropod Population Level. Before any adulticides can be applied you will need to collect more than twenty five (25) mosquitoes in a trap night.

Records:

Are records being kept in accordance with Chapter 388, F.S.:

☒ Yes ☐ No

Records Location: AMCD Office

How long are records maintained: 5 years

Vegetation Modification:

What trimming or altering of vegetation to conduct surveillance or treatment is proposed? Minimal

It will be necessary to keep road/paths cleared for proper treatment. All efforts will be made to minimize the creation and occurrence of tire ruts.

Proposed Land Modifications:

Is any land modification, i.e., rotary ditching, proposed: No

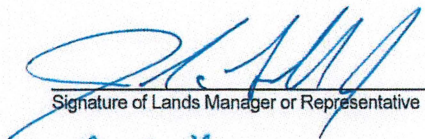
Include proposed operational schedules for water fluctuations:

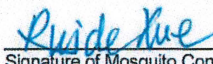
List any periodic restrictions, as applicable, for example peak fish spawning times.

Proposed Modification of Aquatic Vegetation:

Land Manager Comments:

Arthropod Control Agency Comments:


Signature of Lands Manager or Representative 7/22/2020
Date


Signature of Mosquito Control Director / Manager 7-10-2020
Date

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and Commissioners

DATE: June 16, 2021

RE: **MADEIRA CDD PROPOSED BUDGET AND BUDGET SCHEDULE**

Attached is the Madeira Community Development District (CDD)'s proposed budget and budget schedule. A CDD is a type of special purpose government entity that typically provides for the construction and maintenance of common infrastructure within a development. Pursuant to state law, the CDD board must submit their proposed budget to you for any comments you may wish to submit to them. Comments are not required.

Statutory reference:

F.S. 190.008 (2):

- (B) AT LEAST 60 DAYS PRIOR TO ADOPTION, THE DISTRICT BOARD SHALL SUBMIT TO THE LOCAL GOVERNING AUTHORITIES HAVING JURISDICTION OVER THE AREA INCLUDED IN THE DISTRICT, FOR PURPOSES OF DISCLOSURE AND INFORMATION ONLY, THE PROPOSED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR AND ANY PROPOSED LONG-TERM FINANCIAL PLAN OR PROGRAM OF THE DISTRICT FOR FUTURE OPERATIONS.
- (C) THE LOCAL GOVERNING AUTHORITIES MAY REVIEW THE PROPOSED ANNUAL BUDGET AND ANY LONG-TERM FINANCIAL PLAN OR PROGRAM AND MAY SUBMIT WRITTEN COMMENTS TO THE BOARD FOR ITS ASSISTANCE AND INFORMATION IN ADOPTING ITS ANNUAL BUDGET AND LONG-TERM FINANCIAL PLAN OR PROGRAM.

Please place on the June 28, 2021 City Commission agenda under Items by City Attorney.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager

Agenda Title:

Statutory notice of proposed Madeira CDD budget. No action necessary.

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.madeiracdd.org

June 16, 2021

City of St. Augustine
Clerk of the Board of City Commissioners
Lightner Building
75 King Street
St. Augustine, FL 32084

**Re: Madeira Community Development District
Proposed Fiscal Year 2021/2022 Budget**

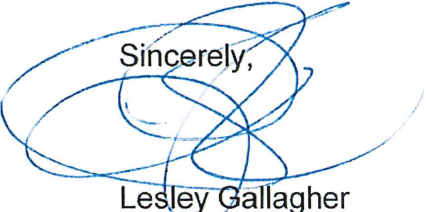
Dear Sir/Madam:

Enclosed please find the Fiscal Year 2021/2022 budget (the "Proposed Budget") approved by the Board of Supervisors of the Madeira Community Development District for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 25, 2021 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084.

Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes*.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Lesley Gallagher
District Manager

Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 04/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 90,823	\$ 93,124	\$ 93,124	\$ -	\$ 93,124	\$ -	To Be Updated Prior To Public Hearing
6	Off Roll*	\$ 156,897	\$ 249,550	\$ 249,550	\$ -	\$ 249,550	\$ -	To Be Updated Prior To Public Hearing
7								
8	TOTAL REVENUES	\$ 247,720	\$ 342,674	\$ 342,674	\$ -	\$ 342,674	\$ -	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES AND	\$ 247,720	\$ 342,674	\$ 342,674	\$ -	\$ 342,674	\$ -	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	ADMINISTRATIVE							
17								
18	Legislative							
19	Supervisor Fees	\$ 200	\$ 600	\$ 4,000	\$ 3,400	\$ 4,000	\$ -	Based on 4 Meetings
20	Financial & Administrative							
21	Administrative Services	\$ 2,839	\$ 4,867	\$ 4,867	\$ -	\$ 4,964	\$ 97	*Reflects a Proposed 2% Increase
22	District Management	\$ 12,502	\$ 21,432	\$ 21,432	\$ -	\$ 21,861	\$ 429	*
23	District Engineer	\$ -	\$ 1,000	\$ 1,500	\$ 500	\$ 1,500	\$ -	
24	Disclosure Report	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	
25	Trustees Fees	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ 7,500	\$ -	
26	Assessment Roll	\$ 5,408	\$ 5,408	\$ 5,408	\$ -	\$ 5,516	\$ 108	*
27	Financial & Revenue	\$ 3,155	\$ 5,408	\$ 5,408	\$ -	\$ 5,516	\$ 108	*
28	Accounting Services	\$ 10,815	\$ 18,540	\$ 18,540	\$ -	\$ 18,911	\$ 371	*
29	Auditing Services	\$ 3,875	\$ 3,875	\$ 3,875	\$ -	\$ 3,975		Based on Current Engagement
30	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
31	Public Officials Liability Insurance	\$ 2,819	\$ 2,819	\$ 2,819	\$ -	\$ 2,960	\$ 141	Based on Estimate Provided
32	Legal Advertising	\$ 1,167	\$ 2,001	\$ 2,000	\$ (1)	\$ 2,000	\$ -	
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
34	Miscellaneous Fees	\$ 300	\$ 500	\$ 500	\$ -	\$ 500	\$ -	Meeting Room
35	Website Hosting, Maintenance, Backup	\$ 2,238	\$ 3,284	\$ 3,500	\$ 216	\$ 3,500	\$ -	Per Current Agreements
36	Legal Counsel							
37	District Counsel	\$ 8,206	\$ 14,067	\$ 17,500	\$ 3,433	\$ 17,500	\$ -	
38								
39	Administrative Subtotal	\$ 56,699	\$ 94,976	\$ 102,524	\$ 7,548	\$ 103,878	\$ 1,354	
40								
41	OPERATIONS							
42								

**Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 04/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
43	Security Operations							
44	Guard & Gate Security Cameras/Access Monitoring	\$ 13,937	\$ 25,892	\$ 28,000	\$ 2,108	\$ 32,964	\$ 4,964	Based on 12 Hour Monitoring and Internet . Based on 400 Homes
45	Guard & Gate Facility Maintenance & Repairs	\$ 4,551	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	Includes Preventative Maintenance Agreement and Termite Bond
46	Electric Utility Services							
47	Utility Services	\$ 1,166	\$ 4,200	\$ 8,700	\$ 4,500	\$ 3,500	\$ (5,200)	
48	Street Lights	\$ 8,009	\$ 13,730	\$ 15,000	\$ 1,270	\$ 22,000	\$ 7,000	Proposed to Include Estimated Amounts for New Phases
49	Water-Sewer Combination							
50	Utility Services	\$ 4,424	\$ 7,584	\$ 27,950	\$ 20,366	\$ 2,500	\$ (25,450)	Wells Were Installed During FY 2020/21.
51	Stormwater Control							
52	Aquatic Maintenance	\$ 4,549	\$ 9,060	\$ 11,856	\$ 2,796	\$ 11,856	\$ -	Proposed to Include Additional Pond FY 2021/22.
53	Other Physical Environment							
54	General Liability & Property Insurance	\$ 6,003	\$ 6,003	\$ 6,144	\$ 141	\$ 6,603	\$ 459	Based on Estimate Provided
55	Landscape & Irrigation Maintenance Contract	\$ 33,432	\$ 54,904	\$ 57,860	\$ 2,956	\$ 82,600	\$ 24,740	Proposed To Include Estimated Amounts for Additional Landscape Areas FY 2021/22
56	Landscape Replacement Plants, Shrubs, Trees		\$ 12,000	\$ 15,000	\$ 3,000	\$ 15,000	\$ -	Projected to Include Also Entry Revamp Following FDOT Work .
57	Miscellaneous Expense		\$ 5,200	\$ 7,500	\$ 2,300	\$ 7,500	\$ -	Dog Waste Stations & Preventative Maintenance on Wells?
58	Road & Street Facilities							
59	Street, Decorative Light Maintenance	\$ 5,638	\$ 9,665	\$ 8,000	\$ (1,665)	\$ 8,000	\$ -	
60	Entry & Walls Maintenance	\$ 135	\$ 3,500	\$ 6,000	\$ 2,500	\$ 6,000	\$ -	To Include Pressure Washing
61	Parks & Recreation							
62	Arbor & Fence Maintenance & Repairs	\$ -	\$ 275	\$ 1,000	\$ 725	\$ 1,000	\$ -	
63	Contingency							

Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 04/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
64	Miscellaneous Contingency	\$ 31,916	\$ 54,206	\$ 42,140	\$ (12,066)	\$ 34,273	\$ (7,867)	FY 20/21 Included Well Installation. Projected to Also Include Concrete/Asphalt Repairs and Underdrain Repair. FY 21/22 Proposed to Possibly Include Powder Coating or Street Signs & Decorative Light Poles, Possible Fence Enhancement at Arbor Area. Reserve Study?
65								
66	Field Operations Subtotal	\$ 113,760	\$ 211,219	\$ 240,150	\$ 28,931	\$ 238,796	\$ (1,354)	
67								
68								
69	TOTAL EXPENDITURES	\$ 170,459	\$ 306,195	\$ 342,674	\$ 36,479	\$ 342,674	\$ -	
70								
71	EXCESS OF REVENUES OVER EXPENDITURES	\$ 77,261	\$ 36,479	\$ -	\$ 36,479	\$ -	\$ -	

Proposed Budget
Madeira Community Development District
Reserve Fund
Fiscal Year 2021-2022

	Chart of Accounts Classification	Actual YTD through 04/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 6,885	\$ 6,885	\$ 6,885	\$ -	\$ 6,885	\$ -	To Be Updated Prior To Public Hearing
6	Off Roll*	\$ 18,615	\$ 18,615	\$ 18,615	\$ -	\$ 16,994	\$ (1,621)	To Be Updated Prior To Public Hearing
7								
8	TOTAL REVENUES	\$ 25,500	\$ 25,500	\$ 25,500	\$ -	\$ 23,879	\$ (1,621)	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES AND	\$ 25,500	\$ 25,500	\$ 25,500	\$ -	\$ 23,879	\$ (1,621)	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	EXPENDITURES							
17								
18	Contingency							
19	Capital Reserves	\$ -	\$ -	\$ 25,500	\$ 25,500	\$ 23,879	\$ (1,621)	
20								
21	TOTAL EXPENDITURES	\$ -	\$ -	\$ 25,500	\$ 25,500	\$ 23,879	\$ (1,621)	
22								
23	EXCESS OF REVENUES	\$ 25,500	\$ 25,500	\$ -	\$ 25,500	\$ -	\$ -	
24								

**Madeira Community Development District
Debt Service
Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2007A	Series 2007B	Budget for 2021/2022
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$346,977.69	\$0.00	\$346,977.69
TOTAL REVENUES	\$346,977.69	\$0.00	\$346,977.69
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$346,977.69	\$0.00	\$346,977.69
Administrative Subtotal	\$346,977.69	\$0.00	\$346,977.69
TOTAL EXPENDITURES	\$346,977.69	\$0.00	\$346,977.69
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

County Collection Costs (2%) and Early payment Discounts (4%)

6.0%

Gross assessments

\$369,125.20

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

⁽¹⁾ Amounts reduced to reflect acceleration of certain assessments.

Maidea Community Development District

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget		\$366,553.00
Collection Cost @	2.0%	\$7,799.00
Early Payment Discount @	4.0%	\$15,598.00
2021/2022 Total:		<u>\$389,950.00</u>

2020/2021 O&M Budget		\$368,174.00
2021/2022 O&M Budget		\$366,553.00
Total Difference:		<u><u>-\$1,621.00</u></u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Debt Service - SF 50 (Platted)	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50	\$319.79	\$319.79	\$0.00	0.00%
Total	\$1,785.11	\$1,785.11	\$0.00	0.00%
Debt Service - SF 55 (Platted)	\$1,665.96	\$1,665.96	\$0.00	0.00%
Operations/Maintenance - SF 55	\$351.77	\$351.77	\$0.00	0.00%
Total	\$2,017.73	\$2,017.73	\$0.00	0.00%
Debt Service - SF 65 (Platted)	\$1,805.32	\$1,805.32	\$0.00	0.00%
Operations/Maintenance - SF 65	\$415.72	\$415.72	\$0.00	0.00%
Total	\$2,221.04	\$2,221.04	\$0.00	0.00%
Debt Service - SF 65 - Partial (Platted)	\$971.12	\$971.12	\$0.00	0.00%
Operations/Maintenance - SF 65	\$415.72	\$415.72	\$0.00	0.00%
Total	\$1,386.84	\$1,386.84	\$0.00	0.00%
Debt Service - SF 65 (Ph 1C & 3) (Platted)	\$1,904.92	\$1,904.92	\$0.00	0.00%
Operations/Maintenance - SF 65 (Ph 1C & 3)	\$415.72	\$415.72	\$0.00	0.00%
Total	\$2,320.64	\$2,320.64	\$0.00	0.00%
Debt Service - SF 70 (PH 1C & 3) (Platted)	\$2,051.45	\$2,051.45	\$0.00	0.00%
Operations/Maintenance - SF 70 (Ph 1C & 3)	\$447.70	\$447.70	\$0.00	0.00%
Total	\$2,499.15	\$2,499.15	\$0.00	0.00%
Debt Service - SF 75 (Platted)	\$1,943.62	\$1,943.62	\$0.00	0.00%
Operations/Maintenance - SF 75	\$479.68	\$479.68	\$0.00	0.00%
Total	\$2,423.30	\$2,423.30	\$0.00	0.00%
Debt Service - SF 75 (PH 1C & 3) (Platted)	\$2,197.98	\$2,197.98	\$0.00	0.00%
Operations/Maintenance - SF 75 (Ph 1C & 3)	\$479.68	\$479.68	\$0.00	0.00%
Total	\$2,677.66	\$2,677.66	\$0.00	0.00%
Debt Service - SF 85 (Platted)	\$2,082.98	\$2,082.98	\$0.00	0.00%
Operations/Maintenance - SF 85	\$543.64	\$543.64	\$0.00	0.00%
Total	\$2,626.62	\$2,626.62	\$0.00	0.00%
Debt Service - SF 85 (Ph 1C & 3) (Platted)	\$2,491.05	\$2,491.05	\$0.00	0.00%
Operations/Maintenance - SF 85 (Ph 1C & 3)	\$543.64	\$543.64	\$0.00	0.00%
Total	\$3,034.69	\$3,034.69	\$0.00	0.00%
Debt Service - Condo (Unplatted)	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - Condo	\$319.79	\$319.79	\$0.00	0.00%
Total	\$1,785.11	\$1,785.11	\$0.00	0.00%
Debt Service - SF 50 (Unplatted)	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50	\$319.79	\$319.79	\$0.00	0.00%
Total	\$1,785.11	\$1,785.11	\$0.00	0.00%

Debt Service - Commercial (Unplatted)	\$154.58	\$154.58	\$0.00	0.00%
Operations/Maintenance - Commercial	\$479.68	\$479.68	\$0.00	0.00%
Total	\$634.26	\$634.26	\$0.00	0.00%

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$366,553.00
COLLECTION COSTS @	2.0%	\$7,799.00
EARLY PAYMENT DISCOUNT	4.0%	\$15,598.00
TOTAL O&M ASSESSMENT		<u>\$389,950.00</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2007A DEBT SERVICE ^{(1) (2)}	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERVICE ^{(3) (5)}	TOTAL ⁽⁴⁾
Platted Parcels									
Single Family 50'	78	78	0.50	39.00	6.40%	\$24,943.50	\$319.79	\$1,465.32	\$1,785.11
Single Family 55'	71	59	0.55	39.05	6.40%	\$24,975.48	\$351.77	\$1,665.96	\$2,017.73
Single Family 65'	82	50	0.65	53.30	8.74%	\$34,089.45	\$415.72	\$1,805.32	\$2,221.04
Single Family 65' (Partial)	1	1	0.65	0.65	0.11%	\$415.72	\$415.72	\$971.12	\$1,386.84
Single Family 65' (Ph 1C & 3)	11	11	0.65	7.15	1.17%	\$4,572.97	\$415.72	\$1,904.92	\$2,320.64
Single Family 70' (Ph 1C & 3)	30	30	0.70	21.00	3.44%	\$13,431.11	\$447.70	\$2,051.45	\$2,499.15
Single Family 75'	74	49	0.75	55.50	9.10%	\$35,496.51	\$479.68	\$1,943.62	\$2,423.30
Single Family 75' (Ph 1C & 3)	104	104	0.75	78.00	12.79%	\$49,886.99	\$479.68	\$2,197.98	\$2,677.66
Single Family 85'	21	11	0.85	17.85	2.93%	\$11,416.45	\$543.64	\$2,082.98	\$2,626.62
Single Family 85' (Ph 1C & 3)	82	82	0.85	69.70	11.43%	\$44,578.51	\$543.64	\$2,491.05	\$3,034.69
Total Platted	554	475		381.20	62.52%	\$243,806.69			
Unplatted Lands									
Planned Units									
Condos	149	149	0.50	74.50	12.22%	\$47,648.47	\$319.79	\$1,465.32	\$1,785.11
Single Family 50'	53	53	0.50	26.50	4.35%	\$16,948.79	\$319.79	\$1,465.32	\$1,785.11
Commercial	170	170	0.75	127.50	20.91%	\$81,546.05	\$479.68	\$154.58	\$634.26
Total Unplatted	372	372		228.50	37.48%	\$146,143.31			
Total Community	926	847		609.70	100.00%	\$389,950.00			

LESS: St. Johns County Collection Costs (2%) and Early Payment Discount Costs (4%)

(\$23,397.00)

Net Revenue to be Collected

\$366,553.00

Reflects seventy-nine (79) prepayments.

Reflects the number of total lots with Series 2007A debt outstanding.

Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

Annual assessment that will appear on November 2021 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

Some amounts are subject to acceleration of debt service assessments.

zetta & Company

W. Fifth Street, Unit 403
St. Augustine, FL 32084

FIRST-CLASS



US POSTAGE

\$ 000.71⁰

02 7H

0001302283

JUN 16 2021

MAILED FROM ZIP CODE 32084

City of St. Augustine
Clerk of the Board of City Commissioners
Lightner Building
75 King Street
St. Augustine, FL 32084

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: June 28, 2021

RE: Request for TWO (2) appointments to the 1977 City Employees' Retirement System of the City of St. Augustine

Notice was previously provided regarding the term expirations of TWO (2) positions on the 1977 City Employees' Retirement System of the City of St. Augustine, which will expire June 30, 2021.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website. Three applications were received and are attached for your review and consideration.

- Jeffrey Helms (Current board member)
- Tyler Corn
- Cheryl Hodge

Also attached are copies of the current 1977 City Employees' Retirement System of the City of St. Augustine roster, board profile, and responsibilities.



Darlene Galambos
City Clerk

Xc: City Clerk Files

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

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

1. APPLICANT Jeffrey Helms
2. RESIDENCE (address) 436 Costa Del Sol Dr. PHONE 904.505.3446
3. BUSINESS OWNED (Address) FCWA PHONE 904.824.4349
4. PROPERTY OWNED (Address) V
5. MAILING ADDRESS PREFERRED 400 N. Ponce de Leon Blvd 32084
6. E-mail Address jhelms@firstcoastadvisors.com
7. BOARD DESIRED GERB
8. OCCUPATION (include resume if available) Chief Investment Officer
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)

10. OTHER COMMENTS OR INFORMATION

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

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

12. SIGNATURE OF APPLICANT

 DATE 4/15/21

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


Initial

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

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

1. APPLICANT Tyler Corn
2. RESIDENCE
(address) 1346 Woodward Ave Jacksonville, FL 32207 PHONE 828-674-5955
3. BUSINESS OWNED (Address) Upchurch & Corn Advisors PHONE 904-274-4804
4. PROPERTY OWNED (Address) 24 Cathedral Pl Suite 500 St Augustine, FL 32084
5. MAILING ADDRESS PREFERRED 100 N Laura St Suite 900 Jacksonville, FL 32202
6. E-mail Address tyler@upcoadvisors.com
7. BOARD DESIRED St Augustine General Employees Retirement System Board
8. OCCUPATION (include resume if available) Financial Advisor
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)
CFA (Chartered Financial Analyst) Charterholder.

10. OTHER COMMENTS OR INFORMATION

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

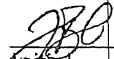
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin,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

12. SIGNATURE OF APPLICANT



DATE 5/4/21

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


Initial

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

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

1. APPLICANT CHERYL HODGE
2. RESIDENCE
(address) [REDACTED] PHONE [REDACTED]
3. BUSINESS OWNED (Address) DNA PHONE DNA
4. PROPERTY OWNED (Address) DNA
5. MAILING ADDRESS PREFERRED [REDACTED]
6. E-mail Address [REDACTED]
7. BOARD DESIRED GENERAL EMPLOYEES' RETIREMENT BOARD OF TRUSTEES (GERB)
8. OCCUPATION (include resume if available) RECORDS SPECIALIST
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)
PLEASE SEE ATTACHED RESUME

10. OTHER COMMENTS OR INFORMATION

I LOOK FORWARD TO THE OPPORTUNITY TO GROW AND LEARN MORE OF THE CITY'S OPERATIONS AS IT PERTAINS TO THE GENERAL EMPLOYEES' RETIREMENT BOARD.

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

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

12. SIGNATURE OF APPLICANT

Cheryl Hodge DATE 6.3.2021

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

GH
Initial

Cheryl Hodge

Skills/Abilities

Leadership, teamwork, communication, time management, organization, self-motivation, problem solving, flexibility, dependability, honest, compassionate, creative, perceptive, critical thinking, attention to detail, adaptability, customer service, ability to work under pressure, personable, type 55-60 wpm.

Education

Lincoln Land Community College, Springfield, Illinois

Major: Performing Music, completed 17 credits

Clay Senior High School Graduate, Oregon, Ohio

Major: Intensive Office Education/Stenography, awarded a 2-year certificate of completion

Experience

Records Technician

St. Augustine Police Department

2/2019 – present

St. Augustine, Florida

- Answer phone, assist and instruct the public, collect fees, make routine records checks
- Assist records technician with maintaining files, prepare DUI and traffic citation transmittals
- Scan reports, parking tickets, city ordinance citations and enters them into computer system
- Administrative support work of considerable variety

Custodian/Maintenance Helper (Assist Office Clerks)

Ketterlinus Elementary & Nease High School

3/2014 – 1/2019

St. Johns County, Florida

6 Hour Cafeteria Worker

Ponte Vedra High School

8/2012 – 3/2014

Ponte Vedra Beach, Florida

- Lead and manage evening shift custodians, interact positively with team members and staff
- Assist Front Desk Clerk, Guidance Clerk, and Computer Operator/Clerk with their duties as needed
- Restocking items on four ala carte serving lines, Receiving and stocking freezer, cooler, and dry room
- Operate POS machine when receiving orders for breakfast and three lunches

Family Manager/Homemaker

10/1996 – 8/2012

- Successfully managed procurement, budgets, and schedules, Analyze and Research
- Director of Child Development, Household CEO, Officer in charge of Waste Management
- Etiquette Expert, Event Planner, Communications Specialist, Time Management
- Mediator, Problem Solver, Team Builder, Chauffeur

Administrative Assistant/Secretary

Pleasant Ridge Community Church

8/2011 – 10/2011

Glidden, Iowa

- Open, read, route and distribute incoming mail, compose/type letters, run errands, prepare mailings
- Answer phone, assist callers with information, take messages, route calls appropriately
- Greet visitors and handle their inquiries directing them appropriately, maintain bulletin boards

Data Entry Operator

Klocke Trucking

3/2011 – 5/2011

Glidden, Iowa

- Verify truck and drivers are following Local, State, and Federal laws
- Input truckload information, verify quantity and weights of loads
- Verify gas receipts and mileage per load, submit quarterly mileage and gas receipts to government
- Input employees' hours and pay rate and calculate their earnings, Accounts Receivable

Truss Designer/Secretary 8/1992 – 10/1996
Edward Hines Lumber/Components Division St. Charles, Illinois

- Answer phone, type, file, organize customer/job files, Coordinate with engineers for job site repairs
- Coordinate ideas with salespeople, customers, and architects, design using Alpine Engineering
- Read blueprints, design and engineer roof and floor truss systems, draw prints for job site
- Computer design of roof and floor trusses, customer service at job sites as needed

Assistant to Manager/Designer/Engineer 6/1990 – 8/1992
Manning Building Supplies/Components Division St. Augustine, Florida

- Mentored Manager in the knowledge of Truss Design/Engineering
- Meet with and handle phone calls from customers, architects, and contractors
- Design and engineer roof and floor truss systems using Alpine Engineering
- Computer designed as well as hand drawn blue prints for job site installation of trusses
- Visit job site as needed, answer phones, typing documents, maintain and organizing job files

Design/Engineer/Estimator/Secretary 9/1988 – 6/1990
Custom Design Industries Pompano Beach, Florida

- Design and engineer roof and floor truss systems using Alpine, Bemax, & On-Line Data
- Read and interpret blueprints, hand drawn blue prints for proper truss installation at jobsite
- Customer service at job sites as needed, working with licensed engineer to acquire repairs
- Prepare autoCAD 3-D designs of roof and floor truss lines/systems

Draftsperson/Estimator/Receptionist 12/1987 – 9/1988
Smyth Lumber Company, Components Division Orlando, Florida

- Read and interpret blueprints, draw and design rough truss layouts, Alpine Engineering
- Design cost effective roof and floor truss systems, prepare and calculate truss estimates
- Post job opening, interview, and hire for receptionist position

Purchasing Agent/Receptionist 4/1986 – 12/1987
Humana Hospital Daytona Beach Daytona Beach, Florida

- Customer service, typing, filing, answering phones, welcome sales reps and personnel
- Order and maintain inventory for the hospital from cleaning products to surgical supplies
- Fulfill requisitions for 'special order' items from specific or nationally contracted vendors

Receptionist/Estimator/Truss Designer 7/1984 – 4/1986
Prefab Building Components Holly Hill, Florida

- Customer service, typing, filing, answering phones, prepare roof and floor truss estimates
- Reading and interpreting blueprints and rough layouts of roof trusses/lines, Alpine engineering
- Design structurally sound as well as cost-effective roof and floor truss systems

Legal Secretary/Receptionist 1/1984 – 7/1984
Sylvan Wells, Law Offices Daytona Beach, Florida

Legal Secretary/Receptionist 5/1983 – 12/1983
Garand, Garand, & Schlageter, Attorneys at Law Oregon, Ohio

- Answer/place/screen phone calls, photocopies of documents and other printed matter
- Greet clients, serve their needs, handle mail, assignments to post office and bank
- Prepare and process summonses, subpoenas, complaints, appeals, motions, pretrial agreements

BOARD OF TRUSTEES
1977 CITY EMPLOYEES' RETIREMENT SYSTEM OF THE CITY OF ST. AUGUSTINE, FLORIDA

Meets quarterly, February, May, August and November – 1:00 P.M.
 Alcazar Conference Room, 1st Floor, City Hall

Board Member	Contact information	Appointment	4-Year Terms Expire
Mark Simpson	209-4377 msimpson@citystaug.com	05/17/21	06/30/2025
Stephen Slaughter	209-4274 sslaughter@citystaug.com	06/15/19	06/30/2022
Appointed Board Members	Contact Information	Appointment	4-Year Term Expiration
Jeffery W. Helms, Chair/Administrative Officer	400 N. Ponce de Leon Blvd, 32084 505-3446, 824-4349 jhelms@firstcoastadvisors.com	06/27/05 06/22/09 06/24/13 07/10/17	06/30/2021
Nancy Rawson	4024 Pine Run Circle 32086 h794-4580 c814-7784 nannywench1@msn.com	07/10/17	6/30/2021
Jeffrey MacArthur BOARD APPOINTED	59 Players Club Villas Rd. PVB 32082 419-360-3270 Jeff41mac@yahoo.com	2/24/2021	06/30/2022
Plan Administrator Thomas Jensen tjensenpension@gmail.com	Michael Tierney Actuarial Concepts 2950 Halcyon Ln, Ste 402 Jacksonville, FL 32223 262-3020 mtierney@actuarialconcepts.com	Jeffrey Swanson Southeastern Advisory Services 320 1 st St. N., Jacksonville, FL 32250 233-7600, 233-7000 jeff@seadvisory.com	Kimberly Kutlenios Fifth Third Bank 200 E. Robinson St, 9 th Floor Orlando, FL 32801 407-999-3027 Kimberly.kutlenios@53.com

BOARD OF TRUSTEES
1977 CITY EMPLOYEES' RETIREMENT SYSTEM OF THE CITY OF ST. AUGUSTINE, FLORIDA

Authorization:	Chapter 20, Code of Ordinances
Number of Members:	Five (5)
Terms of Office:	Elected employees – four (4) year staggered terms. Appointed members – four (4) years staggered terms Amended by Ordinance 2003-09, 03/10/03
Appointment:	Two (2) residents appointed by City Commission; two (2) elected by employees; one (1) appointed by previous four (4).
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions thereof.
Attendance:	Elected trustee fails to attend three (3) consecutive unexcused meetings a vacancy is created.
Meetings:	Quarterly – 4 th Wednesday of February, May, August, November

ITEM 13.A.

Plaque Approval Request

CITY OF ST. AUGUSTINE, FLORIDA

MEMORANDUM

TO: Mayor and Commissioners

DATE: June 22, 2021

RE: Placement of interpretive plaque at the park on the east side of the Bridge of Lions

The purpose of this agenda item is to request approval to install an interpretive plaque in the City Park located on the East Side of the Bridge of Lions. This Park has never been officially named by the City Commission, but many Davis Shores residents refer to it as “Davis Shores Park”.

The request was made approximately in May 2020 by Wolfgang Shau. Wolfgang and Miki Shau were the donors of the granite lions that anchor the park as a gift to the City as part of the 450th celebration. The Shaus have agreed to pay the cost of construction and placement of the plaque. I approved the language as developed with the Schaus and Jenny Wolfe, the City’s Historic Preservation Officer, the dimensions (28” x 25”), and the location of the plaque. A picture of the location and text are attached. In May 2020, we were in the height of the COVID pandemic and unfortunately, I was not thorough in understanding the rules governing plaque placement.

As City manager, I made a procedural error in that I thought that I had the authority to place commemorative plaques in parks other than the Plaza de la Constitución. I directed the casting of the plaque and construction of the block and coquina base. I had scheduled a Consent Agenda item to inform the City Commission as a matter of transparency. Vice Mayor Sikes-Kline asked me to review the ordinance because she was aware that all items must be approved by the City Commission, I reviewed the governing ordinance and realized the Vice Mayor was correct. I apologized to the Vice Mayor, stopped construction at the park but it was too late to stop the casting of the plaque. I take full responsibility for my error and apologize for any inconvenience caused to the Shaus, the City and Vice Mayor.

I did not reschedule the item due to the COVID emergency, cancellation of meetings and a policy of only conducting essential business with the City Commission via Zoom. Upon the George Floyd tragedy, ongoing protests about memorials, contextualization plaques, and the relocation of the confederate memorial, I made the decision to hold this item in abeyance until now.

The plaque provides information on the lions that anchor the "Bridge of Lions". It provides history on the lions donated in 1924 by Dr. Andrew Anderson, which upon their relocation created the name "Bridge of Lions". It goes on to explain the donation of the second pair of Lions as 450th anniversary gift, the rationale, and naming of the objects. Their gift commemorates the 450th anniversary and reinforces the base message of love, kindness and civic contribution that was a major underpinning of the 450th message.

Internal to the base of the lions are time capsules that the community was invited to place items of hope for the future, contemporary information, and other items of interest. Many of the items are letters from the youth of St. Augustine preserved in hermetically sealed plastic containers. The public record is filled with instructions to lift the lions and open the time capsules as part of a 500th celebration. Hopefully, many of the youth present at the 2015 encapsulation will be present in the 2065 opening as a bridge between generations.

I recommend that this plaque is suitable for placement, and it be approved by the City Commission consistent with Section 22-9 of the Code of the City St. Augustine.

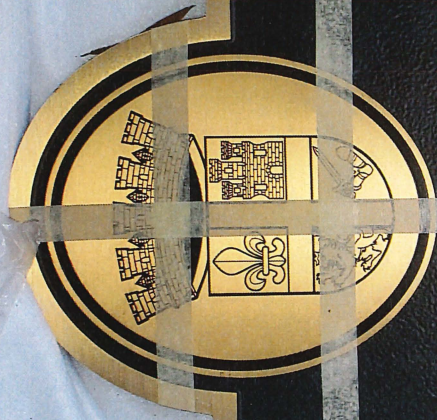
Sincerely yours,



John P. Regan, P.E.
City Manager

Enclosure

JPR/lfr



Medici Lions

The monumental and graceful lions that guard both sides of the Bridge of Lions are modeled from the historic Medici Lions that once adorned the Villa Medici in Rome and are now displayed in the Loggia dei Lanzi in Florence, Italy. The first pair of lions named "Fiel y Firme" (Faithful and Firm), are situated on the western side of the bridge. They were commissioned in 1924 by Dr. Andrew Anderson II to beautify the bayfront. In 1927, the city celebrated the completion of the bridge to the Anastasia Island, which was later named the Bridge of Lions. The second pair of lions, situated on the eastern side of the bridge, was donated to the City of St. Augustine by Miki and Wolfgang Schau. When the Schaus sailed to St. Augustine for the first time, they fell in love with the city and decided to call it home in 2012. To show their love and appreciation for the city of St. Augustine, the Schaus generously donated a pair of granite lions for the 450th Anniversary of St. Augustine's founding. The lions were unveiled to the community on July 2, 2015 and have been named "Pax and Peli" (Peace and Happiness). They preside in this park as a legacy of Miki and Wolfgang Schau's love and kindness to each other and to the City of St. Augustine.



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

DATE: June 28, 2021

RE: Schedule of Events for the 200th Anniversary Celebration

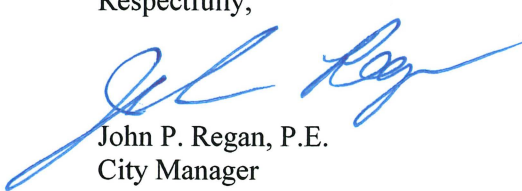
The City of St. Augustine has been working with St. Johns County, Historic Florida Militia, and Meet the Menorcans to create events on Saturday, July 10, in commemoration of the 200th Anniversary of the establishment of Florida as a United States Territory with its transfer from Spain in 1821.

We expect to host Ambassador Santiago Cabanas Ansorena of Spain, Florida Secretary of State Laurel M. Lee, Consul General Jaime Lacadena, and Spanish Minister of Foreign Affairs Arancha Gonzalez Laya, along with other Spanish dignitaries and notable guests from the State of Florida. There will be a private tour of the Castillo de San Marcos and the Fountain of Youth prior to the public events.

The following public events have been scheduled:

- | | | |
|----------------|---|---|
| 8:30am | The City of St. Augustine presents Meet the Menorcans | Historic Market |
| | Descendants and supporters of the Menorcan heritage in St. Augustine will set-up tables and be prepared to discuss and display items pertaining to mullet net knitting, how to cook pilau, Menorcans in the territory transition, crocheting needlework, eras of Menorcan settlement in St. Augustine, and subsistence gardens kept in the Menorcan Quarter. This will take place until 3:30pm. | |
| 11:00am | Change of Authority Ceremony | Governor's House |
| | Following this ceremony, living history interpreters will walk in a procession to the St. Francis Barracks Parade Ground. Dignitaries may join the processional to the parade ground or transportation will be provided by Old Town Trolley. | |
| 11:45am | Change of Flags Ceremony | St. Francis Barracks Parade Ground |
| | Spanish flag lowered. Salute USA troops and Spanish troops. Muskets and cannons firing. USA flag raised. | |

Respectfully,



John P. Regan, P.E.
City Manager

**CONSENT
AGENDA**

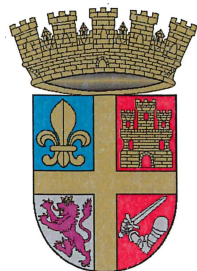
CONSENT AGENDA - JUNE 28, 2021

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JULY 12, 2021: NONE**
- CA.3.** **REMINDER OF UPCOMING MEETINGS:**
- June 30, 2021, 12 noon, First Baptist Church Groundbreaking Ceremony
 - July 12, 2021, 5pm, City Commission Meeting
 - July 26, 2021, 5pm, City Commission Meeting - C A N C E L L E D
 - August 9, 2021, 3pm, Special Budget Meeting
 - August 9, 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): NONE.**
- CA.6.** **PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).**
- Proclamation 2021-13:** Proclaims the year 2021 as Florida's Territorial Bicentennial. *(N. Sikes-Kline, Vice Mayor)*
- CA.7.** **NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** May 2021 monthly financial report. *(M. Simpson, Director Finance)*
- CA.9.** Approval of Interlocal Agreement between the City and the St. Augustine Port, Waterway and Beach District to repair or replace pylons in Salt Run. *(J. Piggott, Director General Services)*

End Consent Agenda

ITEM CA.6.

Proclamation 2021-13



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, St. Augustine had been a city for 256 years at the time of creation of the Florida Territory in 1821; and

WHEREAS, St. Augustine was founded by Spanish settlers in 1565 and served as the capital and seat of government of Spain's La Florida colony, whose limits stretched far beyond the boundaries of today's state; as the capital of British East Florida; and as the capital of Spanish East Florida; and

WHEREAS, on July 10, 1821, Colonel José Coppinger, representing Spain, transferred the colony of East Florida to Colonel Robert Butler, representing the United States of America, in a ceremony in St. Augustine; and

WHEREAS, on July 21, 1821, St. Johns County was established, and St. Augustine continued as the seat of government from the Suwannee River to Key West; and

WHEREAS, St. Augustine remained one of two capitals in the Florida Territory until the capital moved to Tallahassee in 1824; and

WHEREAS, upon East Florida's transfer to the United States, St. Augustine became the oldest city in the United States.

NOW, THEREFORE, the City Commission of the City of St. Augustine does hereby proclaim the Year 2021, as *Florida's Territorial Bicentennial*, and urges all our citizens participate in the festivities and commemoration of the two hundredth anniversary of Florida's incorporation into the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 28th day of June 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.

Tracy Upchurch, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: June 9, 2021

RE: Monthly Financial Report – May 2021

Attached are unaudited financial summaries by fund for Commission review for the period ending May 31, 2021. The statements are in the form of an income statement and include current year budget and current year-to-date actuals, with previous year-to-date actuals for comparison purposes.

The summaries reflect activity through eight months of the fiscal year which is 67%. Comparing this percentage with the actual percentage spent/earned is a useful way to gauge our performance although some of our activity is seasonal.

Noteworthy items include the general fund receiving 83% of its budgeted revenues vs 75% last fiscal year. I attribute this to conservative budgeting due to the unknowns associated with COVID-19 during last year's budget season as well as the total loss of parking revenue last April & May.

The Stormwater & Solid Waste funds have also improved compared to last fiscal year although the Finance team anticipates the need for modest rate increases to keep these funds solvent. Lastly, the Visitor Information Center fund has recovered dramatically due to higher than anticipated demand for parking with 92% of the budgeted revenues already received eight months into the fiscal year.

If you have any questions about the attached statements or any other financial matter, please do not hesitate to contact me.



Mark E. Simpson, CPA
Director, Financial Services

cc: D. Galambos, City Clerk
M. Breidenstein, Assistant City Manager

General Fund

Current Year and Prior Year to Date for Period Ending May 31, 2021

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	13,855,872	14,289,378	97%	12,089,662	12,552,832	96%
Local Option Gas Tax	318,266	422,380	75%	280,895	513,628	55%
Insurance Premiums	-	436,905	0%	3	423,187	0%
Utility Taxes	1,427,612	2,251,000	63%	1,345,228	2,410,001	56%
Grants	328,273	147,586	222%	57,194	135,500	42%
Intergovernmental	1,230,321	1,679,800	73%	1,142,480	2,026,642	56%
Franchise Fees	1,074,236	1,580,998	68%	1,067,645	1,784,728	60%
Licenses, Permits & Fees	4,106,578	5,030,253	82%	3,299,763	5,440,118	61%
Fines and Forfeitures	416,759	420,500	99%	166,438	353,000	47%
Administrative Overhead	2,648,765	3,973,148	67%	2,610,726	3,916,089	67%
Investment Income	31,753	120,750	26%	156,756	313,000	50%
Miscellaneous	1,274,536	1,876,344	68%	1,435,178	1,729,300	83%
Total Operating Revenue	26,712,972	32,229,042	83%	23,651,969	31,598,025	75%
<u>Operating Expenses</u>						
General Government	4,686,450	7,965,647	59%	5,224,724	8,063,020	65%
Public Safety	7,594,955	12,586,842	60%	7,064,977	11,908,660	59%
Physical Environment	2,043,546	3,634,850	56%	2,210,523	3,743,756	59%
Transportation	2,285,713	4,307,380	53%	2,290,246	4,402,752	52%
Culture and Recreation	829,954	1,790,386	46%	902,755	1,771,958	51%
Capital Outlays						
Buildings	-	630,000	0%	-	350,000	0%
Infrastructure Improvements	489,701	879,066	56%	184,373	1,716,309	11%
Machinery & Equipment	280,946	1,099,847	26%	1,322,395	1,675,172	79%
Total Operating Expenses	18,211,265	32,894,017	55%	19,199,993	33,631,628	57%
<u>Transfers In/ (Out)</u>						
Transfers In	2,176,525	4,901,346	44%	2,079,036	5,315,063	39%
Transfers Out	(2,083,592)	(4,236,371)	49%	(1,385,598)	(3,827,835)	36%
Total Transfers In/ (Out)	92,933	664,975		693,438	1,487,228	
	\$ 8,594,641	\$ 0.00		\$ 5,145,414	\$ (546,375.00)	

Utility Fund

Current Year and Prior Year to Date for Period Ending May 31, 2021

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	6,048,642	9,000,000	67%	6,246,798	8,495,089	74%
Sewer User Fees	5,931,074	8,400,000	71%	5,673,105	7,982,829	71%
Construction & Connection Fees	1,170,047	1,960,000	60%	2,970,538	1,800,000	165%
Other	132,947	456,157	29%	388,798	523,531	74%
Total Operating Revenue	13,282,709	19,816,157	67%	15,279,238	18,801,450	81%
<u>Operating Expenses</u>						
Personal Services	3,137,307	5,012,047	63%	3,032,841	4,794,154	63%
Operating Expenses	1,922,986	3,691,976	52%	1,747,920	3,914,728	45%
Administrative Overhead	1,710,271	2,565,406	67%	1,636,749	2,455,123	67%
Capital Outlays						
Infrastructure Improvements	1,529,587	849,707	180%	1,984,049	228,000	870%
Buildings	-	-	NA	-	-	NA
Machinery & Equipment	96,644	670,257	14%	370,311	481,033	77%
Total Operating Expenses	8,396,796	12,789,393	66%	8,771,870	11,873,038	74%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	26,419	156,500	17%	139,752	255,000	55%
Fiscal Charges	(393,180)	(3,556,200)	11%	(440,007)	(3,326,145)	13%
Grants	322,522	75,000	430%	6,614	-	NA
Disposition of Assets	28,546	20,000	143%	-	-	NA
Non-Operating Revenue/(Expense)	(15,693)	(3,304,700)	0%	(293,640)	(3,071,145)	10%
<u>Transfers In/ (Out)</u>						
Transfers In	324,749	1,354,626	24%	346,984	2,055,848	17%
Transfers Out	(3,384,460)	(5,076,690)	67%	(3,196,983)	(4,795,474)	67%
Total Transfers In/ (Out)	(3,059,711)	(3,722,064)	82%	(2,849,999)	(2,739,626)	104%
	\$ 1,810,509	\$ -		\$ 3,363,730	\$ 1,117,641	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending
May 31, 2021

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	742,597	1,097,586	68%	664,628	1,004,200	66%
Total Operating Revenue	742,597	1,097,586	68%	664,628	1,004,200	66%
<u>Operating Expenses</u>						
Personal Services	206,743	358,311	58%	232,155	345,649	67%
Operating Expenses	47,559	232,241	20%	106,426	168,053	63%
Administrative Overhead	251,904	377,856	67%	240,387	360,581	67%
Capital Outlays						
Machinery & Equipment	-	-	NA	375,102	376,000	100%
Infrastructure Improvements	108,655	473,010	23%	656,819	60,000	1095%
Total Operating Expenses	614,860	1,441,418	43%	1,610,890	1,310,283	123%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	381	1,200	32%	8,464	36,529	23%
Fiscal Charges	-	-	NA	-	-	NA
Total	381	1,200	32%	8,464	36,529	23%
<u>Transfers In/ (Out)</u>						
Transfers In	455,016	682,524	67%	941,137	1,411,705	67%
Transfers Out	(226,595)	(339,892)	67%	(596,381)	(894,571)	67%
Total Transfers In/ (Out)	228,421	342,632	67%	344,756	517,133	
	\$ 356,540	\$ -		\$ (593,042)	\$ 247,579.28	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending May 31, 2021

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	2,665,817	3,870,386	69%	2,615,791	3,846,000	68%
Franchise Fees	57,247	32,000	179%	20,689	48,000	43%
Other	785	3,000	26%	8,363	10,000	84%
Total Operating Revenue	2,723,848	3,905,386	70%	2,644,843	3,904,000	68%
<u>Operating Expenses</u>						
Personal Services	872,120	1,364,507	64%	915,298	1,422,125	64%
Operating Expenses	1,325,685	1,990,340	67%	1,215,780	1,763,561	69%
Administrative Overhead	307,925	461,887	67%	362,443	543,664	67%
Capital Outlays						
Machinery & Equipment	-	-	NA	529,603	538,000	98%
Total Operating Expenses	2,505,730	3,816,734	66%	3,023,124	4,267,350	71%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	945	6,000	16%	6,868	7,500	92%
Disposition of Assets	4,675	-	NA	3,009	-	NA
Non-Operating Revenue/(Expenses)	5,620	6,000	94%	9,877	7,500	132%
<u>Transfers In/ (Out)</u>						
Transfers In	193,120	289,680	67%	573,524	860,285	67%
Transfers Out	(256,221)	(384,332)	67%	(336,290)	(504,435)	67%
Total Transfers In/ (Out)	(63,101)	(94,652)	67%	237,234	355,850	67%
	\$ 160,638	\$ (0.00)		\$ (131,171)	\$ -	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending May 31, 2021

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	2,597,868	3,222,400	81%	2,138,337	3,314,200	65%
Rental Income	34,111	42,158	81%	24,354	41,880	58%
Other	32,562	33,000	99%	16,561	32,900	50%
Total Operating Revenue	2,664,541	3,297,558	81%	2,179,252	3,388,980	64%
<u>Operating Expenses</u>						
Personal Services	495,465	792,012	63%	499,694	754,861	66%
Operating Expenses	1,124,165	1,690,883	66%	979,407	2,133,757	46%
Administrative Overhead	301,356	452,034	67%	292,219	438,329	67%
Capital Outlays						
Machinery & Equipment	49,402	50,000	99%	50,976	50,976	100%
Infrastructure Improvements	13	-	NA	-	-	NA
Total Operating Expenses	1,970,400	2,984,928	66%	1,822,297	3,377,923	54%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	2,014	20,000	NA	22,158	-	NA
Grant Income	-	-	NA	-	7,000	0%
Fiscal Charges	-	-	NA	-	(242,614)	0%
Total	2,014	20,000	10%	22,158	(235,614)	-9%
<u>Transfers In/ (Out)</u>						
Transfers In	32,415	48,622	67%	265,145	397,718	67%
Transfers Out	(254,168)	(381,252)	67%	(115,441)	(173,161)	67%
Total Transfers In/ (Out)	(221,753)	(332,630)	67%	149,705	224,557	67%
	\$ 474,402	\$ -		\$ 528,817	\$ (0.00)	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending May 31, 2021

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	3,072,413	3,328,350	92%	2,032,241	3,469,000	59%
Gift Shop Revenue	297,155	600,000	50%	281,094	600,000	47%
Other	27,279	70,000	39%	8,696	73,000	12%
Total Operating Revenue	3,396,847	3,998,350	85%	2,322,032	4,142,000	56%
<u>Operating Expenses</u>						
Personal Services	616,697	1,103,908	56%	691,056	1,057,545	65%
Operating Expenses	784,284	1,529,734	51%	495,055	1,247,655	40%
Administrative Overhead	1,424,843	2,137,264	67%	1,413,557	2,120,336	67%
Capital Outlays						
Buildings	-	-	NA	-	-	NA
Machinery & Equipment	-	-	NA	95,661	-	NA
Total Operating Expenses	2,825,824	4,770,906	59%	2,695,329	4,425,536	61%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	2,214	26,250	8%	27,848	70,000	40%
Other Income	145,835	147,000	99%	101,663	190,000	54%
Fiscal Charges	(410,202)	(1,727,145)	24%	(424,403)	(1,726,626)	25%
Non-Operating Revenue/(Expenses)	(262,153)	(1,553,895)	17%	(294,893)	(1,466,626)	20%
<u>Transfers In/ (Out)</u>						
Transfers In	1,166,648	1,749,972	67%	860,121	1,290,181	67%
Transfers Out	384,319	576,479	67%	306,654	459,981	67%
Total Transfers In/ (Out)	1,550,967	2,326,451	67%	1,166,775	1,750,162	67%
	\$ 1,859,837	\$ -		\$ 498,585	\$ -	

ITEM CA.9.

Interlocal Agreement Approval

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: June 16, 2021

RE: Replacement of broken Pylons in Salt Run

The mission of the St. Augustine Port, Waterway & Beach District (SAPWBD) is to keep its waterways "navigable" and free of any obstructions. In order to keep our waterways navigable, the Port District is responsible for the maintenance of the channel markers in Salt Run. Frequently, they need to be repaired or replaced. The attached inter-local agreement assists the Port District with this mission.

The City of St Augustine will provide all the administrative support while the Port District will provide all financial support to repair or replace all damaged pylons when necessary. The Port Commission and City Staff believes that this partnership will increase the efficiency of making repairs and also increase the safety of boaters utilizing the Salt Run Channel.

Therefore, if you concur with this matter, please place this item on the June 28th, City Commission consent agenda for their consideration and approval of this inter-local agreement.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



James C. Piggott
Director, General Services

JCP

Enclosure

**INTERLOCAL AGREEMENT
TO PROVIDE FOR FUNDING FOR REPAIRING CHANNEL
MARKERS ALONG THE SALT RUN CHANNEL BETWEEN ST.
AUGUSTINE PORT, WATERWAY, AND BEACH DISTRICT AND
CITY OF ST. AUGUSTINE**

This Interlocal Agreement is entered into this ____ day of _____, 2021, between the **ST. AUGUSTINE PORT, WATERWAY, AND BEACH DISTRICT**, a special district organized under the laws of the State of Florida ("DISTRICT"), and the **CITY OF ST. AUGUSTINE**, a Florida municipal corporation organized and existing under the laws of the State of Florida ("CITY"):

WHEREAS, the Florida Interlocal Cooperation Act of 1969 authorizes local governments and special districts to cooperate to provide services for mutual benefit and to make the most efficient use of their respective powers by entering into an interlocal agreement to provide public services and facilities that will accord best with geographic, economic, population, and other factors affecting the needs and development of communities; and

WHEREAS, in accordance with section 163.01, F.S., the DISTRICT and the CITY mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to repairing channel markers along the salt run channel as described herein; and

WHEREAS, to enhance the usefulness of the waterways within the CITY and to improve boating safety, the CITY is engaged in the maintenance of navigation channels as permitted by law in the waterways within its jurisdictional boundaries; and

WHEREAS, the CITY finds that procurement of services for repairing or replacing damaged channel markers in Salt Run, located in the CITY's waterways, furthers the health, safety and welfare of the public; and

WHEREAS, the DISTRICT has a legitimate governmental interest in enhancing public safety by providing financial support to CITY for such purposes; and

WHEREAS, the CITY provides staff fully capable of procuring and supervising channel marker repair or replacement services but lacks adequate available funding to do so; and

WHEREAS, the CITY and the DISTRICT find that the navigation channel serving Salt Run requires adequate channel navigational markers;

WHEREAS, entering into this Interlocal Agreement best serves the public interests of both the citizens of the DISTRICT and the citizens of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes (hereinafter referred to as the "Act"), and pursuant to powers granted by law to the CITY and to the DISTRICT.

2. In order to provide for the repair or replacement of damaged channel markers of the channel serving Salt Run, the DISTRICT shall appropriate a sum not to exceed the invoiced cost for the purpose of funding the procurement of such repair or

replacement services. The DISTRICT shall pay to CITY, upon invoice rendered, the sum not to exceed the invoiced cost of repair or replacement. Payment shall be rendered no later than sixty (60) days after work is completed. Said funds shall be used to fund the repair or replacement of damaged channel markers as described herein.

3. The CITY shall not bear financial responsibility for the repair or replacement project described herein.

4. The CITY shall undertake the full responsibility to acquire such permits as may be required for the repair or replacement project and will pay the costs of procuring such permits solely from the funds provided by the DISTRICT pursuant to this Agreement.

5. The CITY agrees to provide such assistance and cooperation as may be required for procurement of the necessary permits issued by any local, state, or federal agency exercising jurisdiction over the repair or replacement project and any required information necessary to complete reports as mandated by any local, state, or federal agency.

6. The CITY shall undertake all responsibility to request and approve bids and contracts for all repair or replacement project and will provide to the DISTRICT such documentation as requested by the DISTRICT or as required by any local, state, or federal permit for the project.

7. The DISTRICT shall notify the CITY of any repair or replacement projects to be undertaken pursuant to this agreement. This agreement is non-exclusive and the

DISTRICT may utilize other methods, partners, and/or vendors for repair or replacement of damaged channel markers of the channel serving Salt Run as the DISTRICT sees fit.

8. This agreement shall be effective upon the date of its full execution. Either party may terminate this Agreement upon thirty (30) days written notice.

9. This agreement is governed by the laws of the State of Florida. Any suit, action, or proceeding arising in connection with this agreement shall be brought in St. John County.

*****This Portion Intentionally Left Blank*****

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ATTEST:

Printed Name: Clay L. Meek

Title: _____

(SEAL)

**ST. AUGUSTINE PORT, WATERWAY
AND BEACH DISTRICT**

By: _____

Matt Brown, Chairman

Date: 6/15/21

ATTEST:

Darlene H. Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____

Tracy Upchurch, Mayor-Commissioner

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

Clay L. Meek, General Counsel for District