


MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 15, 2020

SUBJECT: Former Police Department Garage at Former City Hall: Request by Civic Association to Renew Lease

The former police garage is located to the west of the former city hall on the south side of Pier Park. The Civic Association's current five-year lease to use the building will expire on August 3, 2020. The Association leases the building for \$1 a year.

Attached you will find the following:

- a. Pages 1-4, an email request from the Civic Association's president, Mr. Bill Jones, that the lease be renewed.
- b. Pages 5-9, a copy of the current lease the City has with the Association.
- c. Page 10, a recent email from Ms. Jessie Getchius, the County's Real Estate Coordinator, stating the County's interest in the building. This interest has been subsequently re-affirmed to the City Manager by Ms. Getchius.

ACTION REQUESTED

It is that you discuss Mr. Jones's request with him and then decide whether to renew the lease or have building be used for other purposes.

The options are:

- a. To renew the lease with the Civic Association.
- b. Not to renew the lease and advertise for potential lessees.
- c. Not to renew the lease and have the City use the building for its purposes; e.g., Chief Hardwick has said he could use it for storage of vehicles and equipment related to the Police Department's beach patrol duties.

PLEASE NOTE:

- 1) The property's land use is Institutional. According to the Land Development Regulations, nearly all commercial uses are not allowed in an Institutional land use district. What is allowed are government offices, farmers' markets, garage sales, pharmacies (by conditional use permit), schools, libraries, art museums, auditoriums, public or privately-owned recreational facilities, medical clinics, hospitals, and public utility facilities.

- 2) There is very limited parking available for any public or private use of the building.
- 3) The Civic Association currently allows at no cost the following to store things in the building:
Friends of A1A, the Art Studio Group, and the new bocce ball league.

Max Royle

From: William Jones <sabcivic@yahoo.com>
Sent: Wednesday, February 19, 2020 3:51 PM
To: Max Royle; Comm England
Subject: OUTSIDE ATTACHMENT:SABCA Lease of City Garage
Attachments: Lease Renewal Request 2-19-20.pdf

* * * * * This message originated from outside of your organization! DO NOT click any links or open any attachments unless you validate the sender and know the content is safe. Please forward this email to IT@cityofsab.org if you believe the email is suspicious. * * * * *

Dear Mayor England and City Manager Royle,

Please find attached our formal request to renew the lease at the old Police Garage at Pier Park. I understand some of the usual critics are already lobbying the City to not do so. Our letter outlines the many reasons why such a renewal would be a good thing. The Civic Association know there will come a time when the County will get around to building a new fire station. When that happens, it will open the door to a number of possibilities for the City. There's been talk about creating a park or mall to showcase art and perhaps add some badly needed parking. Like you Madam Mayor, we have some ideas and a desire to help with such a project when the time comes.

Until such time, we'd like to continue utilizing the building we cleaned up and renovated nearly 15 years ago. We proudly and freely share space with other non profit. It's still the best possible use of the building with the lowest cost to the City. I would be happy to answer any questions that either of you and other Commissioners may have,

Sincerely,

Bill Jones
President
904-347-8007



February 19, 2020

Mr. Max Royle
City Manager - City of St Augustine Beach
2200 A1A S
St Augustine, FL 32080

Dear Mr. Royle,

On behalf of the St Augustine Beach Civic Association Board of Directors, I want to first thank you and the City for the opportunity to use the old Police garage at Pier Park for the last 15 years. As you know the garage had not been used in over a decade when the SABCA came to the City with the idea to use the facility for the good of the community. We believed then and still believe now, the City's decision was wise and beneficial to our organization and the community.

I think it's important to share with those new to City staff the Commission this lease to the Civic Association really has benefitted the community. Funding for cleanup and renovation of the inside of the garage was provided entirely by SABCA. Much of the work was completed by volunteers and local contractors. In addition to work done on the inside of the garage, SABCA painted the outside of the building and enlisted the help of a local artist to paint a beautiful mural on the north side of the building. The artist did this as a gift to our organization and the City. Once SABCA began using the garage, space was made available to The Sons of Italy, a local non-profit that built and maintained the Bocce Ball Courts. SABCA funded the materials and the Sons of Italy members handled the labor involved.

In addition to the Sons of Italy, space was made available to another non-profit, Friends of Historic and Scenic A1A Byway. A large section of the garage allows this organization to store its supplies for beach clean ups and other events. The Friends also distribute thousands of maps to locals and tourists each year. These maps are printed in bulk and a large pallet of maps is delivered each year and stored in the garage until they are distributed.

Back in 2011, SABCA donated money to help fund the startup of The Art Studio Group. Since the day the group was formed, we have enjoyed a partnership that has brought art back to our beach community. The Art Studio was renting a storage unit away from Pier Park to store, tables, chairs, and art supplies until SABCA made available shelving and space. The Art Studio now saves over \$1,000 each year and their supplies are now just 25 yards from their Studio in the old City Hall.

In addition to producing events and sharing space, we have been loyal City supporters and partners for decades. Over the last 4 years, we have given the City's Communication and Event Manager full access to both of our Facebook pages, allowing the City to share its message, meeting information and events with our nearly 15,000 loyal followers. SABCA also spends \$1200 a year on Social Media. Half of that money is spent to promote our events while the other half goes to promoting the City, it's events and local business. Here are just a few examples:

4 **233** **347**
 21476 10 21476 10 21476 10

0 11/14/2015 11:14 AM



St. Augustine Beach Pier Music by the Sea

December 23, 2019

The St Augustine Beach Civic Association is trying to help the SABPD catch this thief..... If you have info on this person, please call 904-810-6630 and ask to meet with a Beach Police Officer



Performance for Your Post

1,071 Reactions · 50 Comments · 0 Shares

50 Reactions · Comments & Shares

4 Like	4 On Post	0 On Shares
3 Wow	3 On Post	0 On Shares
5 😊	5 On Post	0 On Shares
11 Angry	11 On Post	0 On Shares
1 Comments	1 On Post	0 On Shares
26 Shares	26 On Post	0 On Shares
363 Post	15	

One other important item is the City's continuing use of the building for storage. Beach Parking and Shuttle signs still take up a stored in the building. The garage also houses a water pump and a few tools for the irrigation of the property. There is also space available should the City need to temporarily store items for special events. It's also important to note the building lacks restroom facilities and plumbing. To use the building for anything but it's current use, the City would need to spend thousands of dollars,

I could continue but I know your time is valuable. Please accept this letter as our formal request to renew our lease with the City for the next 5 years so we and the other organizations noted previously can continue to serve our community. Please let me know if you have any questions or concerns.

Sincerely,

Bill Jones
President

904-347-8007 or sabcivic@yahoo.com

LEASE

THIS LEASE agreement made and entered into this 3rd day of August, 2015, by and between the City of St. Augustine Beach, a Florida municipal corporation (the "City"), and the Augustine Beach Civic Association, Inc., a Florida non-profit corporation, (the "Tenant"), whose address is 2200 AIA Beach Blvd, St. Augustine Florida, 32080.

WITNESSETH:

That for and in consideration of the mutual covenants herein after contained, the parties mutually agree as follows:

1. Recitals. The following recitals are true and constitute a material inducement to the City to enter into this Lease Agreement: The City is the owner in fee simple absolute of certain property located adjacent to the County Pier Parking Lot, said property being formerly used by the City as the Police Garage (the "Garage"). The City is agreeable to leasing the Garage to the Tenant to enable it to provide storage space for the operation of Tenant's Farmers' Market and for other civic activities. The City does not have an immediate need for the Garage. The City finds that such activities serve a public purpose for the betterment of the citizens of the City.

2. Consideration. The Tenant agrees that during the term of this lease that it will continue to provide civic related activities and services of the nature currently provided to the citizens of the City and will pay the City the sum of \$1.00 a year and provide insurance as hereinafter provided. Additionally the Tenant shall maintain all glass and non-structural elements of the building and its mechanical and electrical systems in a good and workmanlike manner. It will paint the exterior and interior of the building. The City will maintain structural elements of the building including the roof. Any alterations to the building will require the advance approval of the City Commission

3. Term of Lease. The term of the lease shall be for five (5) years unless sooner terminated by the City Commission as herein provided. The City Commission in the event that the lands leased to the Tenant shall be required for another public use, in its sole discretion, upon ninety (90) day notice elect to terminate this Lease. The Lease shall also be terminated without notice in the event of the filing of a petition for bankruptcy by the Tenant or the Tenant's filing of an assignment for the benefit of creditors. It is understood that upon application the Association shall have the right to renew this lease for one additional term of five (5) years upon the same terms and conditions. Upon termination of this Lease, whether by expiration of the term hereof or early termination as above provided, the Tenant shall in a good and workmanlike manner, remove any of its improvements from the land. In the event that the Tenant shall fail or refuse to remove such improvements, the City may cause such improvements to be removed and may recover from the Tenant the cost of such demolition.

4. Insurance. For so long as this Lease shall remain in full force and effect, the Tenant shall maintain a general liability policy, naming the City as an additional insured, such policy to be in form, content, and amount satisfactory to the City. Certificates of such insurance shall be filed with the City Manager at such intervals, as the City Manager shall prescribe.

5. Assignment and Subletting of Lease. This lease is non-assignable. The demised premises shall be not be used for any commercial purposes or for any purpose primarily for the benefit of private individuals. Tenant's unique composition is the sole reason for City procuring this Agreement. Tenant shall not sublet the property.

6. Recording of this Instrument. This instrument shall be not be recorded. Recordation of this lease by the Tenant or by anyone acting on its behalf shall act as an automatic termination of this lease.

7. Tenant Improvements. Tenant shall not make any improvements, alterations, or modifications to the property without the approval of City.

8. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to only the parties to this Agreement. This Agreement is made for the sole benefit and protection of the parties no other persons shall have any right of action hereunder.

9. Applicable Law; Jurisdiction of Venue. This Agreement, and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in state court in St. Johns City, Florida. The parties waive trial by jury. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.

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

11. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

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

13. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

14. Effective Date. This Agreement shall become effective as of the date signed by all parties.

15. Amendment. This Agreement may only be amended by written instrument signed by the parties.

16. Limitation on City's Damages. City's liability under this Agreement shall be solely and exclusively limited to the amount to be paid to City by Tenant and Tenant shall have no other remedy at law or in equity for any breach of contract or other action related to the matters herein.

17. Notice to Third Parties. Tenant shall notify each of its contractors, subcontractors, suppliers, vendors, invitees, guests and others that Tenant acts on its own account and not for the City and that the City assumes no responsibility for the payment or protection thereof

18. Waste and Damage. Tenant agrees to neither permit or commit waste or damage to the City's Property, facilities, equipment, furnishings, structures and space that are the subject of this Agreement and further agrees to comply with all applicable federal, state, county and city laws and rules and regulations, including payment of all applicable taxes and compliance with all laws and regulations pertaining to its operations. Upon termination of this Agreement by lapse of time or otherwise, Tenant agrees that its right to use the facilities, structures and space which are the subject of this Agreement shall be terminated and that Tenant shall leave same in at least as good a condition as received, reasonable wear and tear excepted.

19. Hazards and Chemicals. Tenant represents and warrants that no Hazardous Materials will be generated, stored, disposed of or are present on or within any part of the City's Property. Tenant shall indemnify, defend, protect and hold City harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorney's fees, incurred or suffered by or asserted against City, arising out of or in any way relating to any one or more of the following which are not caused by Tenant: (a) the presence of any Hazardous Materials in, on, or under the City's Property, (b) any past, present or threatened release of Hazardous Materials in, on, under or from the City's Property; and (c) any activity by Tenant in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or other means in connection with the City's Property.

20. Maintenance, Utilities and Trash Collection. The Tenant shall be responsible for the maintenance and cleaning of the City's Property. The Tenant shall be responsible for water, sewer, electric and any other utilities. Tenant shall be responsible for regular cleaning of the City's Property and shall maintain the City's Property in a clean and safe condition.

21. No Discrimination. Tenant shall operate in a fair and reasonable manner and shall not discriminate against any person on the basis of race, color, religion, sex, familial status, national origin, handicap, sexual orientation, gender identity or expression, or any other reason prohibited by law.

22. Other Regulations. Tenant is also required to fully comply with all federal, state, and local laws pertaining to their use of the Garage.

23. Indemnity. Tenant agrees to indemnify and save City harmless from any liability, claim or demand by any third party resulting from or arising out of the Tenant's actions under this Agreement or its use or occupancy of the City's Property that is the subject of this Agreement. The indemnity provisions of this section shall survive the termination of this Agreement

24. Severability. If any provision of this Agreement or the application of this Agreement to any entity or circumstances becomes invalid or unenforceable to any extent, then the remainder of this Agreement or the application of such provisions to such other entity or circumstance will not be affected by such invalidity or unenforceability and will be enforced to the greatest extent permitted by law.

25. Waiver. No consent or waiver, expressed or implied, by any Party to or of any breach or default by the other Party in the performance by such other Party of the obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of a Party to complain of any act or failure to act of the other Party or to declare such other Party in default, irrespective of how long such failure continues, will not constitute a waiver by such Party of its rights under this Agreement

26. Notices. All notices, demands, requests and other communications required or permitted under this Agreement (a "Notice") must be in writing and will be deemed to have been duly given (a) upon the date of the Notice if delivered personally, or (b) by facsimile or electronic mail provided that a duplicate copy is promptly mailed by U.S. Mail, certified, return receipt requested, or (c) upon the date following the date of the Notice if delivered by overnight courier which provides a receipt, such as Federal Express. In each case the Notice must have adequate postage prepaid, addressed to the appropriate Party and marked to a particular individual's attention as provided in this Section. The Notice will be effective upon being so deposited, but the time period in which a response to any Notice must be given or any action taken with respect to the Notice will commence to run from the date of receipt of the Notice by the addressee as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service or air courier service to deliver because of a changed address of which no Notice was given will be deemed to be the receipt of the Notice sent as of the Business Day following deposit. If either Party to this Agreement changes their address, that Party must notify the other Party of such change by Notice delivered in accordance with this Section. Any person acquiring any interest in the Property will be entitled to receive copies of Notices upon giving Notice to the other Party of its name and address and the nature of its interest. The initial addresses of the Parties will be as set forth below:

27. For the City: City Manager

City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, Florida 32080

For Tenant:

207 Woodlawn Ave
St Augustine, FL 32080

IN WITNESS WHEREOF, the Parties have hereunto caused these presents to be executed,
this the day and year first above written.

ATTEST: [Signature]
Secretary

ST. AUGUSTINE BEACH
CIVIC ASSOCIATION, INC.
BY: [Signature]
President

ATTEST: [Signature]
City Manager

CITY OF ST. AUGUSTINE BEACH
BY: [Signature]
Mayor-Commissioner

Max Royle

From: Jessica Getchius <jgetchius@sjcfl.us>
Sent: Tuesday, March 3, 2020 11:35 AM
To: Max Royle
Subject: RE: Pier/police garage

Max,

Yes, the County Fire & Marine Rescue is still interested in using the building under the terms we discussed previously, as outlined in my email (shown below).

If you need to discuss the use in greater detail, I can connect you to Chief Prevatt.

Please let me know if there is anything further you need from the County for the upcoming City Commission meeting.

Regards,

Jessica Getchius, CMS
Real Estate Coordinator
Land Management Systems Department
Real Estate Division
St. Johns County Board of County Commissioners
500 San Sebastian View, St. Augustine FL 32084
P: (904) 209-0782 | F: (904) 209-0783
www.sjcfl.us/LandManagement/index.aspx

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

From: Max Royle <mroyle@cityofsab.org>
Sent: Wednesday, February 26, 2020 3:18 PM
To: Jessica Getchius <jgetchius@sjcfl.us>
Subject: RE: Pier/police garage

Ms. Getchius,

The Civic Association's lease on the former police garage will be discussed by the City Commission at its 4-6 meeting. Is the County still interesting in possibly using the building?

Max

From: Jessica Getchius <jgetchius@sjcfl.us>
Sent: Friday, October 5, 2018 2:36 PM
To: Max Royle <mroyle@cityofsab.org>
Cc: Debbie Taylor <dtaylor@sjcfl.us>; Gail Oliver <goliver@sjcfl.us>
Subject: Pier/police garage

Mr. Royle,