CITY OF ST. AUGUSTINE
COMMUNTIY REDEVELOPMENT AGENCY
SPECIAL MEETING

Thursday, August 19, 2021, 8:30 AM
ALCAZAR ROOM

A G E N D A (AMENDED)

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1. Call to Order

   A. Roll Call

2. General Public Comment

3. Agenda

   A. Community Redevelopment Agency Audit Presentation
   Mark Simpson

   B. LCRA Architectural Overlay District Discussion
   Jaime D. Perkins

   C. Presentation and Discussion Regarding FY 2022 Proposed Budget for HACRA and LCRA
   Mark Simpson/ Jaime D. Perkins

   D. LCRA Institutional Rehab Update and Future Project Recommendation
   Jaime D. Perkins

4. Items by Mayor and Commissioners

5. Items by City Staff

6. Adjourn

NOTICES: In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person 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 Service. Please note that one or more members of the City Commission or its appointed boards or committees may attend this meeting and participate, however they may not engage in a discussion or debate amongst themselves on any issue that will likely come before their respective elected or appointed body. 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.

CITY OF ST. AUGUSTINE

COMMUNITY REDEVELOPMENT AGENCY

Financial Statements

and Independent Auditor's Report

September 30, 2020

City of St. Augustine
Community Redevelopment Agency
For the Year Ended September 30, 2020

Table of Contents

Independent Auditor's Report

STEVEN D. RAWLINS, CPA
GARY M. HUGGETT, CPA
DAVID W. HOWIE, CPA

MSW
MASTERS, SMITH & WISBY, P.A.
ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Governing Members
City of St. Augustine Community Redevelopment Agency
City of St. Augustine Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the City of St. Augustine Community Redevelopment Agency (the CRA), a component unit of the City of St. Augustine, Florida, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

Managements Responsibility for the Financial Statements

The CRA's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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MEMBERS OF THE AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the CRA, as of September 30, 2020 and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information as listed in the table of contents (collectively, the required supplementary information) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards,* we have also issued a report dated July 12, 2021 on our consideration of the CRA's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

Masters, Smith & Wisby, P.A.

Certified Public Accountants
Jacksonville, Florida

July 12, 2021

Management's Discussion and Analysis

This statement establishes new financial reporting requirements for Community Redevelopment Agencies in the State of Florida. The Management's Discussion and Analysis (MD&A) of the City of St. Augustine Community Redevelopment Agency (the Agency) is designed to provide a synopsis and simplistic disclosure of financial activities based on current known facts, decisions, and circumstances. The MD&A provides a broad overview of information presented in the financial statements. The MD&A is designed to allow the reader to focus on significant financial activity, identify any changes, and provide an opportunity to address the challenges or opportunities that may come in the upcoming fiscal year. This analysis will identify if there were any deviations from the approved budget and provide an objective overall evaluation. The information encompassed in this MD&A is only a component of the complete financial report.

Financial Highlights

During the 2019-2020 fiscal year the Agency saw an increase in revenue of 27.2% or $178,604. The total revenue, encompassing Ad Valorem Taxes and investment revenue was $834,163. The increase was primarily from the increase in property values within the Community Redevelopment Area and an increase in the Tax Increment Financing (TIF) funds.
The Agency began the fiscal year with a fund balance of $796,148 and ended the year with $1,456,682 which represents and increase of $660,534 primarily due to a decrease in expenditures. The Agency saw a decrease in expenditures of 44.9% from the prior Fiscal Year totaling $180,699. This was primarily due to the vacancy of the CRA Administrator. The Agency changed from a contractual to a full-time administrator who was hired on September 1st, 2020.

The Community Redevelopment Agency uses the Community Redevelopment Plans and the Plan Amendments as its guiding documents for budgeting, program development, and project implementation. The Community Redevelopment Agency is divided into two separate areas; The Historic Area Community Redevelopment Area (HACRA) and the Lincolnville Community Redevelopment Area (LCRA).

Program Financial Disclosures – Lincolnville Community Redevelopment Area

The Community Redevelopment Plan Amendment for the Lincolnville Community Development Area was adopted in June of 2017 is the guiding principle for determining budget allocations and financial expenditures. The Plan Amendment defines three main components of the Lincolnville Community Redevelopment Area. The plan identifies the importance of Lincolnville's history and heritage and the priority to maintain the community's character through the redevelopment process.

The preservation of African American Heritage and the retention of long-term residents is accomplished with funding allocations for the Fix-It-Up Grant Program. This program awards qualified residents with a maximum grant of $20,000 to provide health and safety repairs to their home. During Fiscal Year 2019-2020 the program budget was $445,517. The program budget saw a 133% increase from the prior fiscal year.

To preserve the historic character of Lincolnville the Institutional Rehabilitation Grant Program was established. This program is designed to provide extensive rehabilitation to historic structures in Lincolnville. The Rehabilitation Program focuses on blighted and vacant historic structures. The Redevelopment Plan outlined the urgency of funding to this program for extensive rehab projects. Expenditures incurred during the 2019-2020 fiscal year were $99,488. The year ended with approximately $732,361 available, which is slated to fund two extensive rehabilitation projects in the redevelopment area. The two projects will be the inaugural for the LCRA and mark a major accomplishment in rehabilitating structures that have served the community for more than one hundred years.

Neighborhood improvements and beautification is the third component outlined in the Lincolnville Community Redevelopment Plan Amendment. This component focuses on the overall presence of the community. Funds are allocated to developing concepts, redesigning streets, landscaping main corridors, rebuilding sidewalks, developing and enhancing pocket parks as well as the development of an urban forestry program. Adding these enhancements to the Lincolnville Area provides for sustainability and highlights the culture of the area. The Agency budgeted $300,000 for this component in the 2019-2020 Fiscal Year, an increase of 78.3% from the prior year. Expenditures for the fiscal year were $29,025. A 100% increase from the prior fiscal year.

Program Financial Disclosures – Historic Area Redevelopment Area

The Community Redevelopment Plan adopted in December of 2000 is the guiding principle for determining budget allocations and financial expenditures. The Plan defines the goals of the Historic Area Community Redevelopment Area. The plan identifies the importance of reducing traffic in the downtown area by increasing parking, enhancing signage, and encouraging the use of bicycles. Safe sidewalks, and ample supply of open space are goals to increase the walkability of the City.

The first major project of the CRA was to build a parking garage at the City's Visitor Information Center. Currently the CRA's revenues do not cover the full cost of the debt service associated with the construction of the garage, therefore 100% of the CRA's revenue is transferred to the City's Visitor Information Fund. As the tax increment revenues grow, the additional goals of the HACRA will be addressed.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Agency's basic financial statements are comprised of the 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business. In addition, the government-wide statements are prepared using the accrual basis of accounting. The *Statement of Net position* (balance sheet) presents information on the Agency's assets and liabilities, with the difference between the two reported as net position.

The *Statement of Activities* (income statement) presents information showing how the Agency's net position changed during the most recent fiscal year. All changes in revenues are reported as soon as underlying events giving rise to the change occur regardless of the timing of related cash flows. The expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements present functions of the Agency that are principally supported by tax increment financing (governmental activities). The governmental activities of the Agency include general government activities, public safety and redevelopment projects. Thus, the Agency has no business- type activities.

The financial statements are found beginning on page 10 of this report.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements. These notes to the basic financial statements begin on page 15 of this report.

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Agency's budget to actual results for the General Fund for the current year. The required supplementary information can be found on pages 21 and 22 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Agency, assets exceeded liabilities by approximately $1.5 million at the close of the most recent fiscal year.

Summary of Net Position

	September 30, 2020	September 30, 2019
Assets		
Current and other assets	$ 1,470,876	$ 820,724
Total Assets	1,470,876	820,724
Liabilities		
Current liabilities	14,194	24,576
Total Liabilities	14,194	24,576
Net Position		
Restricted for:		
Capital Projects	1,456,682	796,148
Total Net Position	$ 1,456,682	$ 796,148

Summary of Changes in Net Position

	Year Ended September 30, 2020	2019
Revenues		
Tax increment revenues	$ 827,363	$ 655,559
Other revenues	6,800	-
Total Revenues	834,163	655,559
Expenses		
Community Redevelopment	151,674	328,102
Capital Outlay	29,025	-
Total Expenses	180,699	328,102
Other Financing Sources (Uses)		
Transfers in from primary government	1,213,439	952,919
Transfers (out) to primary government	(1,206,369)	(955,296)
Total Other Financing Sources (Uses)	7,070	(2,377)
Change in net position	660,534	325,080
Net position beginning of year	796,148	471,068
Net Position end of year	$ 1,456,682	$ 796,148

Tax increment revenues increased by approximately $171,804 during fiscal year 2020, the result of increased taxable values.

Year-to-year expenses declined in fiscal year 2020 due to a long period of being without a full-time CRA Administrator. The position had been initially contracted out, but the CRA hired a full-time employee late in the fiscal year to ensure the CRA moves forward with its initiatives.

FINANCIAL ANALYSIS OF THE AGENCY'S FUNDS

The focus of the Agency's governmental funds is to provide information on near-term inflows, outflows and balances of expendable resources. Such information is useful in assessing the Agency's financing requirements. At the end of fiscal year 2020, the Agency's governmental funds reported an ending fund balance of approximately $1.5 million which is restricted for capital projects within the CRA.

GENERAL BUDGETARY HIGHLIGHTS

In fiscal year 2019-2020, actual total revenues exceeded the final budget by $2,254 which represents .3%. Total expenditures were only $180,699, compared to a final budget of $1,640,619. This was due to the transition from a contracted CRA Administrator to a full time employee of the CRA to work on the projects exclusively. The position was dormant during COVID-19 and projects did not move forward. Refer to page 21 and 22 for a budgetary comparison schedule.

ECONOMIC FACTORS AFFECTING NEXT YEAR'S BUDGET

Assessed property valuations within the community redevelopment district increased approximately 8.8% versus prior year resulting in an increase in tax increment revenues of $182,000. The Agency's Board approved the 2020-2021 Lincolnville Area budget including utilization of tax increment revenues for the Fix-It-Up program, restoration of two churches, and a streetscape improvement project for Martin Luther King Boulevard. The Historic Area budget was approved consistent with prior years with all revenues transferred out for the payment of debt service.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Agency's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Mark Simpson, Finance Director at 50 Bridge Street, St. Augustine, FL 32084 or (904) 825-1030.

Basic Financial Statements

City of St. Augustine
Community Redevelopment Agency
Statement of Net Position
September 30, 2020

ASSETS	
Cash and cash equivalents	$ 1,470,876
LIABILITIES	
Accounts payable and accrued liabilities	14,194
Net Position	
Restricted for Redevelopment Projects	1,456,682
Total Net Position	$ 1,456,682

See accompanying notes to basic financial statements

City of St. Augustine
Community Redevelopment Agency
Statement of Activities
For the Year Ended September 30, 2020

	Expenses	Net Revenue (Expense) and Changes in Net Position Total Governmental Activites
Governmental Activities		
Community Redevelopment	$ 151,674	$ 151,674
Capital Improvements contributed to primary government	29,025	29,025
Total Governmental Activities	180,699	180,699
General Revenues:		
Tax Increment Financing		827,363
Investment Income		6,800
Net Transfers		7,070
Total General Revenues and Transfers		841,233
Change in Net Position		660,534
Net Position - Beginning of Year		796,148
Net position - End of Year		$ 1,456,682

See accompanying notes to basic financial statements

City of St. Augustine
Community Redevelopment Agency
Balance Sheet - Governmental Funds
September 30, 2020

	Historic Area Community Redevelopment Area	Lincolnville Community Redevelopment Area	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ -	$ 1,470,876	$ 1,470,876
LIABILITIES			
Accounts payable and accrued liabilities	-	14,194	14,194
FUND BALANCE			
Fund Balance:			
Restricted for Redevelopment Projects	-	1,456,682	1,456,682
Total Fund Balance		1,456,682	1,456,682
Total Liabilities and Fund Balance	$ -	$ 1,470,876	$ 1,470,876

Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position is not required as there were no reconciling items.

See accompanying notes to basic financial statements

City of St. Augustine
Community Redevelopment Agency
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds
For the Year Ended September 30, 2020

	Historic Area Community Redevelopment Area	Lincolnville Community Redevelopment Area	Total Governmental Funds
Revenues			
Taxes	$ 487,158	$ 340,205	$ 827,363
Investment Income	734	6,066	6,800
Total Revenues	487,892	346,271	834,163
Expenditures/ expenses			
Current:			
Community Redevelopment	-	151,674	151,674
Capital outlay	-	29,025	29,025
Total Expenditures/expenses	-	180,699	180,699
Excess of revenues over expenditures / operating income	487,892	165,572	653,464
Other financing sources (uses)			
Transfers in from primary government	718,055	495,384	1,213,439
Transfers (out) to primary government	(1,206,369)	-	(1,206,369)
Total other financing sources (uses)	(488,314)	495,384	7,070
Net Change in fund balance/ net position	(422)	660,956	660,534
Fund balance/ net position, beginning of year	422	795,726	796,148
Fund balance/ net position, end of year	$ -	$ 1,456,682	$ 1,456,682

Reconciliation of the Statement of Revenues, Expenditures and changes in Fund Balance to the Statement of Activities is not required as there were no reconciling items.

See accompanying notes to basic financial statements

Notes to the Basic Financial Statements

(1) Summary of Significant Accounting Policies:

The financial statements of the St. Augustine Community Redevelopment Agency (the CRA) have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the CRA has adopted the GASB Codification. The following is a summary of the CRA's significant accounting policies:

(a) **Reporting entity** - The Historic Area Transportation and Parking Community Redevelopment Agency was created on December 28th, 2000, by City Ordinance 2000-45 of the City of St. Augustine, Florida (the City), pursuant to Florida Statute 163.387, to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the designated community redevelopment area. The CRA's initial purpose was to address a parking blight and that was its sole purpose until 2013. Since the City is financially accountable for the activities of the CRA, its governing board is the same, and its relationship to the CRA is significant. The CRA is considered to be a blended component unit in the City's financial statements, where the area is also reported as major special revenue fund.

On February 11th, 2013 the City Commission found the existence of a blighted area and adopted Resolution No. 2013-01 designating said blighted area as the Lincolnville Community Redevelopment Area. On April 8th, 2013 Ordinance 2000-45 was amended to change the name of the CRA to the St. Augustine Community Redevelopment Agency. The agency is to govern the Historic Area Transportation and Parking Community Redevelopment Area and the Lincolnville Community Redevelopment Area.

The CRA has determined there are no component units that meet criteria for inclusion in the CRA's financial statements.

(b) **Government-wide and fund financial statements -** The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the CRA. The CRA only has governmental activities and does not engage in any business-type activity. Direct expenses are those that are clearly identifiable with a specific function or segment. General revenues include increment ad valorem taxes that exceed the base year and interest income. Fund financial statements are presented for the CRA's General Fund which are combined by area.

(c) **Measurement focus, basis of accounting, and financial statement presentation -** The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue when all eligibility requirements imposed by the grantor have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the CRA considers property revenues to be available if they are collected within 60 days of the end of the current period. Grants, other intergovernmental revenues, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred. However, expenditures related to long-term agreements are recorded only when payment is due.

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Budgets and budgetary accounting -** The governing board of the CRA adopts an annual operating budget, which is prepared on a modified accrual basis and can be amended by the board throughout the year. At the fund level, actual expenditures cannot exceed the budgeted amounts. The accompanying budgeted financial statements for the CRA reflect the final budget authorization amounts, including all amendments.

(e) **Deposits and investments** - The CRA's cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

(f) **Receivables and payables -** Activity between the CRA and the City has been classified as amount due to/from the primary government on the balance sheet and statement of net position. All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is, based upon management's analysis of outstanding balances and historical trends. On September 30, 2020, all of the CRA's receivables were considered fully collectible.

(g) **Prepaid items -** Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

(h) **Capital assets** - The CRA does not own any capital assets. Any capital outlay expenditures made by the CRA are deemed to be on behalf of the City who takes ownership of the assets along with the perpetual maintenance obligation for those assets.

(i) **Long-term obligations** - The CRA does not have any legal indebtedness. Any use of funds for debt service represents payments toward long-term debt issued in the name of the City for which CRA revenues have been pledged.

(j) **Fund equity** - In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Non-spendable – Amounts not available to be spent or not in spendable form, such as inventory and prepaid items.

Restricted – Amounts constrained to specific purposes by their providers (such as grantors and higher levels of government), through constitutional provisions or by enabling legislation.

Committed – Amounts constrained to specific purposes based on actions taken by the CRA governing board through ordinance.

(1) **Summary of Significant Accounting Policies:** (Continued)

Assigned – Amounts the CRA intends to use for a specific purpose. Intent can be expressed by the CRA governing board or by an official or body which the Board delegates authority.

Unassigned – Amounts that are available for any purpose.

When an expenditure is incurred for purposes for which both restricted and unrestricted resources are available; the CRA considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the CRA considers amounts to have been spent first out of committed funds, then assigned funds and finally, unassigned funds, as needed.

(k) **Deferred outflows/inflows of resources -** In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The CRA has no items that meet this reporting criteria.

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The CRA has no items that meet this reporting criteria.

(l) **Net position flow assumption -** Sometimes the CRA will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the CRA's policy to consider restricted net position to have been used before unrestricted net position is applied.

(m) **Use of Estimates** - Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(2) **Reconciliation of Government-Wide and Fund Financial Statements:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position** - The CRA has no items reported differently between these two statements.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities -** The CRA has no items reported differently between these two statements.

(3) **Deposits and Investments:**

The CRA is subject to the investment policy of the primary government and has no cash or investment held outside of the CRA's interest in the City's pooled cash and investments. Additional accounts are held for various other purposes, or to segregate cash balances for amounts which are restricted or held on behalf of others. State statutes authorize the CRA to invest excess funds in time deposits, or obligations of the principal and interest of which are unconditionally guaranteed by, the United States Government, commercial paper, corporate bonds, repurchase agreements and/or the State Board of Administration (SBA) Local Government Surplus Trust Fund Investment Pool or other investment vehicles authorized by local ordinance.

As of September 30, 2020, all CRA deposits were covered by private bank acquired insurance, Securities Investor Protection Corporation (SIPC) insurance, private broker/dealer acquired insurance, Federal Depository Insurance Corporation (FDIC) insurance, and/or the State of Florida collateral pool established under the Florida Security for Public Deposits Act (the Act). The Act established guidelines for qualification and participation by banks and savings associations, procedures for administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to 125% may be required if deemed necessary.

All of the CRA's deposits are held with public depositories and as of September 30, 2020, the CRA's deposits and investments were not subject to any substantial interest rate, credit, or concentration risks.

(4) **Commitments and Contingencies:**

The CRA is engaged in various liability claims incidental to the conduct of its general government operations on September 30, 2020. The outcomes of established claims are included in these financial statements. In the opinion of the CRA and the primary government's legal counsel, no legal proceedings are pending or threatened against the CRA which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

The CRA is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies arealso obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

During the year ended September 30, 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending and investment markets have been substantially impacted. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications,and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other future impact to the CRA, management believes that a material impact on the CRA's financial position and results of future operations is remotely possible.

(5) Recent Accounting Pronouncements:

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates, as adjusted based on the impacts of GASB Statement No. 95, effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the CRA's financial statements:

(a) GASB issued Statement No. 84, *Fiduciary Activities*, in January 2017. GASB 84 improves guidance regarding the identification and reporting of fiduciary activities. The provisions in GASB 84 are effective for periods beginning after December 15, 2019.

(b) GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle thatleases are financings of the right to use an underlying asset. The provisions in GASB 87 are effective for periods beginning after June 15, 2021.

Required Supplementary Information

City of St. Augustine Community Redevelopment Agency
Lincolnville Community Redevelopment Area
Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 344,017	$ 344,017	$ 340,205	$ (3,812)
Investment Income	-	-	6,066	6,066
Total Revenues	344,017	344,017	346,271	2,254
EXPENDITURES				
Current Operating:				
Community Redevelopment	760,256	1,340,619	151,674	1,188,945
Capital Outlay	85,000	300,000	29,025	270,975
Total Expenditures	845,256	1,640,619	180,699	1,459,920
Excess of Revenues Over Expenditures	(501,239)	(1,296,602)	165,572	1,462,174
OTHER FINANCING SOURCES				
Transfers in from primary government	501,239	1,260,317	495,384	(764,933)
	501,239	1,260,317	495,384	(764,933)
Net Change in Fund Balances	-	(36,285)	660,956	697,241
Fund Balances - Beginning	795,726	795,726	795,726	-
FUND BALANCES - ENDING	$ 795,726	$ 759,441	$ 1,456,682	$ 697,241

City of St. Augustine Community Redevelopment Agency
Historic Area Community Redevelopment Area
Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 502,696	$ 487,158	$ 487,158	$ -
Investment Income	-	734	734	-
Total Revenues	**502,696**	**487,892**	**487,892**	**-**
EXPENDITURES				
Current Operating:				
General Government	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	**-**	**-**	**-**	**-**
Excess of Revenues Over Expenditures	**502,696**	**487,892**	**487,892**	**-**
OTHER FINANCING SOURCES (USES)				
Transfers in from primary government	732,436	718,055	718,055	-
Transfers (out) to primary government	(1,235,132)	(1,206,369)	(1,206,369)	-
Total Other Financing Sources (Uses)	**(502,696)**	**(488,314)**	**(488,314)**	**-**
Net Change in Fund Balances	**-**	**(422)**	**(422)**	**-**
Fund Balances - Beginning	**422**	**422**	**422**	**-**
FUND BALANCES - ENDING	**$ 422**	**$ -**	**$ -**	**$ -**

Compliance Section

MASTERS, SMITH & WISBY, P.A.
ACCOUNTANTS & BUSINESS ADVISORS

STEVEN D. RAWLINS, CPA
GARY M. HUGGETT, CPA
DAVID W. HOWIE, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENTAL AUDITING STANDARDS*

To the Governing Members
City of St. Augustine Community Redevelopment Agency
City of St. Augustine, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the City of St. Agustine Community Redevelopment Agency (the CRA), a component unit of the City of St. Augustine, Florida, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated July 12, 2021.

Internal Control Over Financial Reporting:

In planning and performing our audit, we considered the CRA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify and deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters:

As part of obtaining reasonable assurance about whether the CRA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report:

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Certified Public Accountants
Jacksonville, Florida

July 12, 2021

MSW
MASTERS, SMITH & WISBY, P.A.
ACCOUNTANTS & BUSINESS ADVISORS

STEVEN D. RAWLINS, CPA
GARY M. HUGGETT, CPA
DAVID W. HOWIE, CPA

INDEPENDENT AUDITOR'S MANAGEMENT LETTER REQUIRED BT CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE OF THE AUDITOR GENERAL

To the Governing Members
City of St. Augustine Community Redevelopment Agency
City of St. Augustine, Florida

Report on the Financial Statements
We have audited the financial statements of the City of St. Augustine Community Redevelopment Agency (the CRA), a component unit of the City of St. Augustine, Florida, as of and for the fiscal year ended September 30, 2020 and have issued our report thereon dated July 12, 2021.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Florida Auditor General.*

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards,* and Independent Accountant's Report on an examination conducted in accordance with the *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with with Chapter 10.550, *Rules of the Auditor General.* Disclosures in those reports, which are dated July 12, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. No prior separate audit has been performed for the CRA, therefore there are no prior findings and recommendations.

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed

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in the management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note (1) of the basic financial statements.

Financial Condition

Pursuant to Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had no such recommendations.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the CRA's governing board and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Masters, Smith & Wisby, P.A.

Certified Public Accountants
Jacksonville, Florida

July 12, 2021

STEVEN D. RAWLINS, CPA
GARY M. HUGGETT, CPA
DAVID W. HOWIE, CPA

MSW
MASTERS, SMITH & WISBY, P.A.
ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT ACCOUNTANT'S EXAMINATION REPORT

To the Governing Members
City of St. Augustine Community Redevelopment Agency
City of St. Augustine, Florida

We have examined the City of St. Augustine Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, and Sections 163.387(6) and (7), Florida Statutes, Redevelopment Trust Fund (collectively, the "Statutes") as required by Section 10.556(10)(a), *Rules of the Auditor General* for the year ended September 30, 2020. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA compiled, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

This report is intended solely for the information and use of the Florida Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, and the Board of Directors and applicable management of the CRA, and is not intended to be and should not be used by anyone other than these specified parties.

Masters, Smith & Wisby P.A.
Certified Public Accountants
Jacksonville, Florida

July 12, 2021

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ST. AUGUSTINE
COMMUNITY REDEVELOPMENT AGENCY
CITY OF ST. AUGUSTINE, FLORIDA

Community Redevelopment Agency

Preliminary Budget Explanation

FY 2022

Report Prepared by:

Jaime D. Perkins, MPA, PMP

CRA Administrator

Table of Contents

Overview

This report was prepared by the Community Redevelopment Administration in an effort to provide reasoning for allocated funds for each Community Redevelopment Area. Budget allocations were made taking into consideration funds used in prior fiscal years, recommendations outlined in the Lincolnville Community Redevelopment Plan Amendment, and the Historic Area Transportation and Parking Community Redevelopment Plan. The CRA Administrator collaborated with city staff who have implemented similar projects or programs.

The Historic Transportation and Parking Area has made the eradication of blighted parking a priority. The redevelopment area goal has been to mitigate parking concerns with a parking garage. Revenue for the HACRA is used to pay the debt service for that garage.

The LCRA has prioritized the preservation of heritage and culture, retaining long term residents, and beautifying the Lincolnville community. The budget has taken these prioritized goals into account and earmarked funds to further perpetuate these initiatives.

The Lincolnville Community Redevelopment Area utilizes the amended Lincolnville Redevelopment Plan as its guiding tool to develop an operating budget, create plans, and implement projects and programs relative to community improvements. Projects and programs are developed consistent with public input and assessed blighted conditions based off of the Findings of Necessity analysis.

This Preliminary Budget Explanation will outline budget items specified on the proposed budget spreadsheets and explain its significance within the plan to continue to redevelop the Lincolnville community and the Historic Area.

Historic Transportation Community Redevelopment Area

Operating Fund

The majority of the operating budget is used to cover expenditures related to the debt service owed on the parking garage. The amount allocated on the proposed budget is comparable with expenses from years past to cover this same expense. The budget allocation is consistent with the recommendation from the HACRA Redevelopment Plan.

General Interfund Transfer

The HACRA and the LCRA share some administrative expenses. Expenses related to the website, reports, publications, and other printed material are some of the expenditures that have been included in the proposed budget. To offset the aforementioned expenses, a transfer in the amount of $3,385 will be transferred to the LCRA budget.

CITY OF ST. AUGUSTINE
Historic Area CRA Budget Summary
FY2022

13-Aug-21

		2021 Budget	2021 FINAL BUDGET	2021 PROJECTED	2022 Budget
	OPERATING REVENUE				
311.51	INCREMENTAL TAXES--HACRA	593,321	593,321	531,074	528,460
	TOTAL OPERATING REVENUE	502,696	593,321	531,074	528,460
	OTHER REVENUE				
361.00	INTEREST EARNINGS		0	229	0
	TOTAL OTHER REVENUE		0	229	
TOTAL C.R.A. FUND REVENUE		502,696	593,321	531,303	528,460
	OPERATING EXPENSES				
513.10	HISTORICA AREA CRA		0	0	0
TOTAL OPERATING EXPENSES			0	0	0
	INTERFUND TRANSFERS IN OR OUT				
381.00	GENERAL INTERFUND TRANSFERS HACR	864,480	864,480	864,480	851,678
387.00	OPERATING TRANSFERS		0	0	
388.00	OTHER TRANSFERS		0	0	
	TOTAL INTERFUND TRANSFERS IN	732,436	864,480	864,480	851,678
581.00	Admin Transfer to LCRA		0	0	3,385
582.00	DEBT SERVICE	1,457,801	1,457,801	1,395,783	1,376,753
587.00	OPERATING TRANSFERS		0	0	
588.00	SURPLUS TRANSFERS		0	0	
	TOTAL INTERFUND TRANSFERS OUT	1,235,132	1,457,801	1,395,783	1,380,138
TOTAL C.R.A. FUND (DEFICIT) OR EXCESS		0	0	0	0

Administrative Cost

Administrative cost is an imperative component to operating expenses. The administrative portion of the budget is heavily tied to the productivity of the Lincolnville Community Redevelopment Area.

Continuing education and networking opportunities are vital to the success of the Community Redevelopment Agency. The Florida Redevelopment Association provides an array of information regarding CRA's throughout the state. The FRA is not only a viable resource for continuing education and professional development; but the association also offers technical assistance, legislative advocacy, redevelopment networking opportunities and information regarding additional funding sources. Much of the valuable content available is member-only accessible. Ensuring that cost related to the FRA is allocated in the budget is necessary to the continued success of the CRA, its projects and programs.

Communicating efforts is a major priority within the CRA. The website and publications related to annual reports and newsletters are an efficient form of communication that we cannot omit from the budget. Ensuring the public--- specifically the residents of the Lincolnville community remain informed on community meetings, redevelopment projects and programs is in essence the reason the website and publication's cost are budgeted each fiscal year. The budgeted amounts are consistent with the cost that has been assessed to the LCRA in past years to maintain the website, design, and mail out publications.

It is important to note that funds have been transferred in from the HACRA to cover the shared administrative cost for both the Lincolnville and Historic redevelopment areas.

Retain Long-Term Residents

Consistent with the redevelopment plan amendment, the effort to retain long-term residents in Lincolnville is one of three main components that the Agency aims to accomplish. The Fix It Up Program has been significant in assisting long-term residents with home repairs and managing blighted property facades. Since its conception, the Fix It Up program has assisted over 50 qualified applicants, utilizing funds upward of $668,000. The current allocated budget is consistent with the program's prior year expenditures and is considerate of possible program growth and expansion. On average the LCRA spends approximately $220,000 each year on Fix It Up projects.

The redevelopment plan speaks to creating and implementing plans to develop affordable housing efforts. The CRA is empowered to acquire and develop property to address the housing need. The allocated funds are consistent with funding used in neighboring redevelopment areas and could be used to develop our inaugural model for affordable housing. Funds allocated will be leveraged with other funding opportunities and will accrue over time as this program is being developed.

Preserve Lincolnville's Historic Character

With the LCRA spending upward of $1.5 million on the inaugural Institutional Rehabilitation Program projects, it is imperative that we continue to allocate funding for future projects. The program has shown continued success. The CRA Administrator accepted two applications during the application acceptance period and the applicants are currently matriculating through the process. The applicants were required to submit a suggested estimate of cost of repairs; the combined applications total over $1 million dollars. The funds allocated on the proposed budget would be used to prepare preliminary designs and official estimates for the historic structures. Leveraging of additional funds would be necessary to continue the progress of the program.

The Community Land Trust is addressed in the redevelopment plan amendment. The funds allocated for this line item will empower the LCRA to explore options and opportunities as recommended by focus groups to provide successful homeownership opportunities for generations of lower income families. As recommended in the plan amendment, the CRA Administrator will continue working with St. Johns Housing Partnership Inc. to establish guidelines and develop a program that will contain a perpetual land covenant.

The recommended Historic Structure Preservation Program will initiate the efforts of an architectural overlay district as outlined in the Lincolnville Redevelopment Plan Amendment. Utilizing resources from previous projects within the City of St. Augustine that focused on design standards; the allocated funds would allow the LCRA to hire a consultant that could develop architectural provisions consistent with historic area standards. The allocated funds are consistent with prior cost incurred for implementing design standards within the city.

Improve Neighborhood Infrastructure & Beautification

Streetscape and landscape improvements are consistent with the recommendations outlined in the LCRA Redevelopment Plan Amendment. The plan suggests implementing plans to continue corridor improvements, general landscaping plans, and overall beautification of the district. The previously approved Dr. Martin Luther King Jr. Ave. concept will be catapulted into the preliminary design phase as well as addressing beautification opportunities for current and probable pocket parks.

There are several city owned properties (DeSoto Place and Washington Street, respectfully) that have been recommended for potential pocket park development. These parcels of land will be taken into consideration in the Landscape Masterplan as well as continued development and improvement of current parks.

The CRA administrator will also utilize the information presented in the landscape masterplan to explore opportunities for sidewalks and roadway improvements.

Allocated funds will continue the exploration of opportunities related to the information and data outlined in the Tree Planting Master Plan, perpetuate the implementation of the Landscape Master Plan, and the overall beautification of the Lincolnville area.

Lincolnville CRA FY 2022 Proposed Budget and FY 2021 Carryforward

BUDGET ITEMS	FY 2020-2021 Budget with Carryforward Presented	FY 2020-2021 Budget with True CF and Variations	FY 2020-2021 Actual & Projected*	FY 2020-2021 Projected Carryforward	FY 2022 Budget	FY 2022 Budget Combined with Carry Forward
Revenues						
Tax Increment Revenue St. Johns County	420,648	384,411	384,411	-	455,118	**455,118**
Tax Increment Revenue COSA transfer	612,892	575,158	575,158	-	733,477	**733,477**
Interest Earned		1,541	1,541	-		
Carryforward Transfer In	1,393,514	1,459,921	1,459,921	-		**847,242**
Total Revenues	**$ 2,427,054**	**$ 2,421,031**	**$ 2,421,031**	**$ -**	**$ 1,188,595**	**$ 2,035,837**
Administrative Costs: 53490						
Florida Redevelopment Association (FRA) Membership	1,170	1,170	995		1,200	**1,200**
Administrative Transfer to General Fund					46,548	**46,548**
Administrative Transfer from HACRA for Audit, Website, etc					(3,385)	
FRA Travel, Training & Conferences	8,574	8,574	1,175		3,500	**3,500**
Board & Steering Committee Training & Conferences	-	-	-			**-**
Website Creation and Maintenance Fees	5,000	5,000	3,246		3,000	**3,000**
Annual Reports and other Publications	2,000	2,000	1,400		12,000	**12,000**
Miscellaneous Supplies, Phone Service, Other			2,116		1,450	**1,450**
Total Administrative Costs	**$ 16,744**	**$ 16,744**	**$ 8,932**	**$ -**	**$ 64,313**	**$ 67,698**
Professional Services: 53490 & 51120						
CRA Administration: Salary & Benefits	75,000	75,000	76,961	-	82,885	**82,885**
Total Professional Services	**$ 75,000**	**$ 75,000**	**$ 76,961**	**$ -**	**$ 82,885**	**$ 82,885**
Total Admin. & Professional Services	**$ 91,744**	**$ 91,744**	**$ 85,893**	**$ -**	**$ 147,198**	**$ 150,583**
FY 2019 Goal #1 Retain Long-Term Residents : 53340						
Fix-It-Up Program	223,476	353,476	246,149	107,327	107,673	**215,000**
Property Acquisition & Development	150,000	77,570	-	77,570	102,430	**180,000**
Total Retain Residents Programs	**$ 373,476**	**$ 431,046**	**$ 246,149**	**$ 184,897**	**$ 210,103**	**$ 395,000**
FY 2019 Goal #2 Preserve Lincolnville's Historic Character: 53310						
First Baptist Church	691,743	1,191,743	729,566	462,177		**462,177**
St. Paul AME Roof	354,489	365,988	372,125	-		**-**
First Baptist Church Phase 2	-	-		-		**-**
First Baptist Church Phase 2	500,000	-	-	-		**-**
Future Projects	11,499	-	-	-	250,000	**250,000**
Total Institutional Rehabilitation Program	**$ 1,557,731**	**$ 1,557,731**	**$ 1,101,691**	**$ 462,177**	**$ 250,000**	**$ 712,177**
CLT Future Projects					81,077	**81,077**
Architetural Overlay District					75,000	**75,000**
Total Historic Structure & Cultural Preservation Program	**$ -**	**$ -**	**$ -**	**$ -**	**$ 156,077**	**$ 156,077**
FY 2019 Goal #3 Improve Neighborhood Infrastructure/Beautification: 56630						
Implementation of Landscape Master Plan	228,817	128,168	-	128,168	171,832	**300,000**
~ Hayling Park Improvements	-	-	-	-	-	**-**
~ Pocket Park Improvements	-	-	-	-	-	**-**
~ Tree Inventory & Planting	-	41,000	41,000	-	50,000	**50,000**
Neighborhood Sidewalks	50,000	-	-	-	-	**-**
~ South Street Completion	-	46,056	46,056	-	-	**-**
~ Development of other sidewalk needs	-	-	-	-		**-**
M.L. King Design & Construction	125,000	125,000	53,000	72,000	200,000	**272,000**
Total Neighborhood Improvement Program	**$ 403,817**	**$ 340,224**	**$ 140,056**	**$ 200,168**	**$ 421,832**	**$ 622,000**
TOTAL BUDGET	**$ 2,427,054**	**$ 2,421,031**	**$ 1,573,789**	**$ 847,242**	**$ 1,185,210**	**$ 2,035,837**
Revenue and Expenditure Difference	***$ (0)***	***$ (0)***	***$ 847,242***	***$ (847,242)***	***$ 3,385***	***$ (0)***

***Please note "projected" amounts are estimated and subject to change based on additional money spent or unspent by the end of the fiscal year**

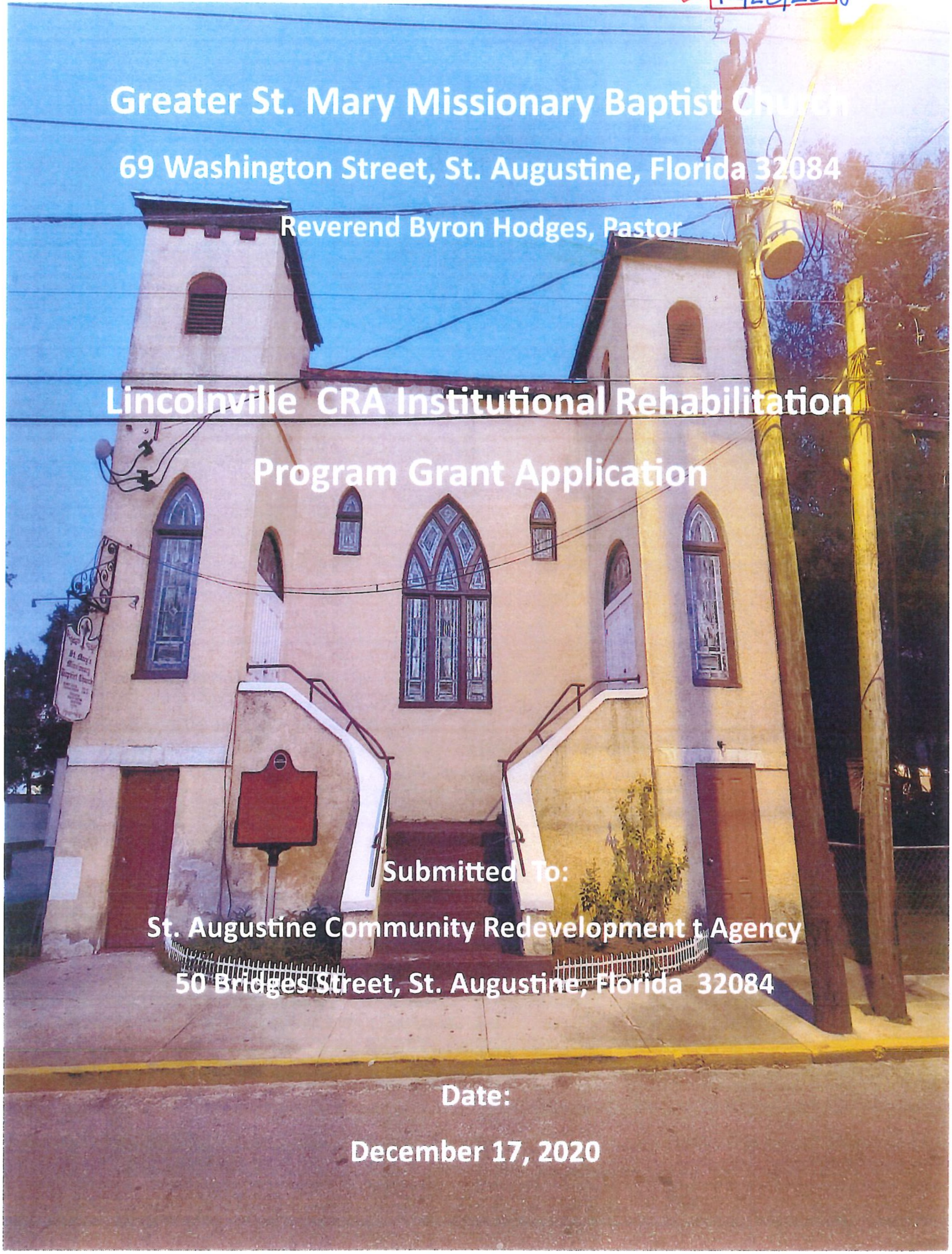
Summary

This preliminary budget explanation and justification is designed to provide perspective regarding line-item allocations and its significance as it relates to the implementation of the redevelopment plan for the HACRA and the plan amendment for the LCRA. The funds designated for any line item, specifically within the LCRA budget may be used within the fiscal year specified or allowed to roll over to develop a substantial cushion based off of project or program needs. Funds may also be used in collaboration with leveraged funds from other grant opportunities and/or funding sources.

The amounts presented on the FY 2022 spreadsheet are estimates and are subject to change based on additional or reduced revenues and/or expenditures.

Should you have questions or comments regarding the preliminary budgets presented, please call the CRA Administrator, Jaime D. Perkins at 904.825.1040 or email cra@citystaug.com.

received 12/28/20



Greater St. Mary Missionary Baptist Church

69 Washington Street, St. Augustine, Florida 32084

Reverend Byron Hodges, Pastor

Lincolnville CRA Institutional Rehabilitation Program Grant Application

Submitted To:

St. Augustine Community Redevelopment t Agency

50 Bridges Street, St. Augustine, Florida 32084

Date:

December 17, 2020

December 18, 2020

Rev. Byron Hodges, Pastor
Greater St. Mary Missionary
Baptist Church
69 Washington Street
St. Augustine, FL 32084

To Whom It May Concern:

This is to submit Greater St. Mary Missionary Baptist Church's grant application for funding consideration. Included in this application submission is a narrative summary to facilitate scoring and five required documents with applicable attachment. Further, all the documents have been signed in accordance with instructions outlined in Appendix D of the Lincolnville CRA Institutional Rehab Program Grant Handbook.

Should there be questions concerning this submission, please contact me at (904) 228-0231.

Yours in Christ,

Reverend Byron Hodges, Pastor

1

Application

Proof of Ownership

Agent Authorization

Historic Photo Documentation

2

Historic Preservation Covenant

Exhibit "A"

3

Security Agreement / Mortgage Lien

Exhibit "B"

Owner's Project Budget / With Vendor Estimates

4

Release & Waiver

Owner's Proposed Scope of Work

5

Owner's Authorization

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ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY

INSTITUTIONAL GRANT PROGRAM FOR REHABILITATION OF HISTORIC, INSTITUTIONALLY-OWNED STRUCTURES WITHIN THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA

APPLICATION

DATE: 12 / 15 / 2020

PROPERTY OWNER NAME: Greater St. Mary Missionary Baptist Church, Byron Hodges, Pastor

PHONE: (904) 228-0231 | EMAIL: bhodges40@bellsouth

MAILING ADDRESS: 69 Washington Street

St Augustine, Florida 32084

AUTHORIZED AGENT NAME: Samatha Gardner

PHONE: (904) 295-2639 | EMAIL: zsgar235@gmail.com

MAILING ADDRESS: 69 Washington Street

St Augustine, Florida 32084

★ *A LETTER OF AUTHORIZATION MUST BE SUBMITTED IF THE PROPERTY OWNER IS DELEGATING TO AN AUTHORIZED AGENT THE AUTHORITY TO SUBMIT THIS APPLICATION.*

PROPERTY ADDRESS: 69 Washington Street, Augustine, Florida 32084

EXPLANATION OF REPAIRS/REHABILITATION REQUESTED AND THE ASSOCIATED FUNDING CHALLENGES, INCLUDING OTHER GRANTS APPLIED FOR OR RECEIVED *(ATTACH ADDITIONAL PAGES IF NEEDED)*:

See Attached Narrative Summary--

- ❖ ATTACH PROOF OF OWNERSHIP OF PROPERTY *(I.E. PROPERTY DEED)*
- ❖ ATTACH AGENT'S AUTHORIZATION IF OWNER HAS AUTHORIZED AN AGENT TO ACT ON ITS BEHALF
- ❖ ATTACH CURRENT PHOTOGRAPHS OF THE STRUCTURE *(INTERIOR AND EXTERIOR)*
- ❖ ATTACH DOCUMENTATION AND PHOTOGRAPHS RELATED TO THE HISTORICAL BACKGROUND OF THE STRUCTURE FOR WHICH YOU ARE REQUESTING REHABILITATION ASSISTANCE

The Institutional Grant Program contains some key conditions and restrictions. These include:

- The project is a City/CRA controlled construction project. The City/CRA will contract with the contractor and direct the construction. No funds will be disbursed to the owner or its agent.
- A covenant and lien will be placed on the property for a period of time from five (5) years to twenty (20) years depending on the value of the grant(s) awarded. Multi-phased grants will require cumulative covenants and liens for each phase, if appropriated and budgeted by the City/CRA.
- The lien will not need to be paid back if all the conditions of the program are met.
- The restored structure must continue to be preserved by the owner.
- The grant is for preservation and restoration of significant physical structures that tell the story of St. Augustine. It is not for religious operations.
- Failure to cooperate with the City/CRA during construction may lead to the suspension or termination of the grant.
- The City/CRA will review all applications with staff recommendations based on approved budget.
- Projects will be evaluated in terms of historic and/or cultural significance, endangerment, and quality of preservation treatment within the scope of work.
- If there are competitive projects, additional items that will be considered include educational benefits and opportunities for public access to the property.

★ *All related documents should be read and understood before submitting this application.*

INSTITUTIONAL PROPERTIES *(excerpt from the Lincolnville Community Redevelopment Area Plan)*

Lincolnville contains numerous historic churches and other institutionally owned structures. It is the intent that the Rehabilitation Program to also provide funding to institutions that have difficulties in securing alternate funding for historic building rehabilitation. Funds would be provided in the form of a grant whose implementation procedures would be similar as residential grants. Prior to grant approval, proposed scope of work and cost estimates[16] will be submitted to staff for approval. The minimum level of rehabilitation would be the shell building without fixtures and interior finishes. Rehabilitation work[17] should use the Secretary of Interior Standards for Rehabilitation as a guideline to repair where possible and replace with matching or compatible materials. All mechanical, electrical, and plumbing systems should also be up to code. Progress reports and final staff approval will be required before the final payment.

☑ **I HEREBY ACKNOWLEDGE THAT SHOULD I BE SELECTED TO RECEIVE GRANT FUNDS I WILL BE REQUIRED TO EXECUTE AN HISTORIC PRESERVATION COVENANT, A SECURITY AGREEMENT/MORTGAGE LIEN, AND A RELEASE & WAIVER, ALL OF WHICH I HAVE READ AND UNDERSTAND.**

SIGNATURE: ______________________

---

[16] To be performed by licensed contractor with historic preservation experience
[17] To be performed by licensed contractor with historic preservation experience

Attached Additional Application Page (Explanation of Repairs/Rehabilitation Requested

Narrative Summary for Evaluation

1. Historic Significance

The St. Mary Missionary Baptist Church (St. Mary MBC) was founded May 25, 1875 and led by the charismatic Reverend Ivory Barnes, its first minister. The present edifice was erected in 1920. Between 1920 and 1937 the church congregation split, and a new church was born out of St. Mary MBC. The church created from the split is currently located in Lincolnville near Greater St. Mary MBC under a different name.

St. Mary MBC was the site of numerous mass meetings and a respite for the civil rights foot soldiers on a quest for civil and human freedoms. The civil rights crusades were sustained through St. Mary MBC under the courageous and determined leadership of its Pastor and NAACP leader, Reverend Thomas A. Wright, along with other local leaders. Consequently, this church was recognized as the Birthplace of the Civil Rights movement in St. Augustine, Florida. According to Reverend Wright's daughter, Dr. LaVon W. Bracy, Reverend Wright served as pastor from 1958 to 1962. His leadership was interrupted in 1962 with the receipt of a highly credible death threat to him and his family by the Ku Klux Klan. Reverend Wright departed St. Augustine after receiving credible death threats, but well after the civil rights movement had blossomed in St. Augustine due to his activism.

This Church has a unique façade. The two towers, coquina plastered walls, and ornate stained-glass windows mimic the "Spanish Renaissance" style architecture found throughout historic downtown St. Augustine. The building fabric conveys a sense of place and time while assimilating century old architectural design. Allowing this building to further deteriorate could lead to the loss of an iconic historical structure that adds to the depth and texture of St. Augustine's Lincolnville history.

2. Endangerment

The physical threat to the structural stability is most prevalent in the balcony flooring. While not as critical as the balcony flooring, the electrical system, stairs, windows, painting, and A/C need to be addressed to halt further deterioration.

Greater St. Mary MBC leadership has continually worked to maintain the church building in good repair. However, the scale of deterioration has overtaken the church's capacity to address the decline of structural and aesthetic building components. Unfortunately, without an adequate injection of long-term capital, the community will be faced with the possibility of losing a historic asset. Consequently, a large injection of capital is needed to prevent an inevitable complete shutdown of this historic house of worship. Clearly the capital being sought is necessary to avoid health and safety threats to church congregants and the public at-large.

The impact to the community, should this building become dilapidated and abandoned, will be far more damaging to the area that has been designated for redevelopment. Vagrancy and squatting will likely increase. Moreover, police contacts will increase, and a rise in the incidents of crime will become highly probable.

3. Funding Needs

Greater St. Mary MBC is a small church that is well run by professional volunteers who need substantial funding for capital repairs. However, it has become increasingly difficult for small churches to obtain conventional financing since the 2009/2010 housing crash. The church does not have the financial strength to borrow the funds required to complete the large-scale church repairs.

4. Administrative Capacity

Greater St. Mary MBC, like most small churches, operates with minimal staffing and relies on committed member volunteers. However, Greater St. Mary MBC has a larger number of volunteers who possess professional skills and experience in administration, management, and finance. While the church Trustees are volunteers, their collective commitment, experience, and relationships provide an exceptional advantage over paid staff. The Trustees are a dedicated group of members who are responsive to crisis, committed to the fiduciary care of church assets and managing facility maintenance demands in fulfillment of their spiritual calling. The Trustees' call to action to manage debt and facility crisis was demonstrated several years ago. The Trustees mobilized the members and community under the Pastor's leadership to raise approximately $260,000 to satisfy a troubled debt and make a major facility repair.

The combination of strong Pastoral leadership and the reliable performance of the Trustees has demonstrated a commitment that will sustain the relevance of Greater St. Mary MBC. Moreover, Greater St. Mary MBC's inspirational relationships in the community have caused the community to rally in support of this church over the years. The church's relevance to the community became evident as the community rallied to assist the church when it experienced a financial setback during the housing market crash around 2010-2011.

The Trustees maintenance management plan is based solely on the church's operating budget, as capital funding has not been available to the church for several years. Approximately 15 to 20 percent of Greater St. Mary MBC's revenue is budgeted for annual maintenance. Spending for maintenance items is based on health and safety priorities. If necessary, Trustees will cut non-essential budget items to address health and safety facility issues. Consequently, the Trustees are even more committed to securing capital funding to address substantial improvement needs. Obtaining capital for substantial (capital) improvements will make it possible for the church to manage a long-term maintenance plan that will be less burdensome on the church's cash flow.

The church has a proven history of managing with minimal cash flow. Eliminating the incredible drain on cash caused by accelerated building deterioration will curb the use of current operating funds for long-term capital spending. The proposed capital injection will make it extremely easier to manage a sustainable maintenance plan.

5. Rehabilitation Merits

There are several major building systems in need of immediate attention and many other repairs if left unaddressed, will become critical. First, the soffit needs to be repaired, stairs need to be replaced, windows need to be refurbished, exterior walls need to be repainted, electrical service need to be upgraded, and the elevator needs to be upgraded to make the sanctuary totally accessible. These are some of the major systems that need to be immediately addressed.

The church building is a relatively simple structure with a few architectural features that resembles the Spanish renaissance design yet dates the building within the period that it was constructed. Therefore, it is likely that historically compatible materials and methods will be used to repair the church building.

Greater St. Mary MBC's accessibility is becoming more challenging, due in part, to an aging and handicapped population being served by the church. Moreover, the challenge of accommodating caskets in a dignified manner is critical for the church's utility values as funerals are key services provided by Great St. Mary MBC. Consequently, elevator upgrades will improve ADA access and the church's functionality.

While the church was built as a house of worship's mission to build disciples, its mission often leads to social and civic engagement of the community. As a result, the church facility is opened to the community to engage in economic and social justice for people in the community. Greater St. Mary MBC is only requesting improvements to make the building decent, safe, and useable to continue its work in ministry and community building. No funds are being requested solely for religious operations.

6. Public Benefit

The proposed repairs will be visible from the exterior and will provide enhanced curb appeal in a neighborhood that is continually improving. The public currently benefits from open services and access for community meetings. Greater St. Mary MBC's offerings will be enhanced by the proposed improvements, thereby improving exposure of St. Augustine's diverse heritage.

Finally, it is highly probable that private investment will be stimulated because of the St Augustine Redevelopment Community investment in Greater St. Mary MBC. The CRA Institutional grant will return an architecturally appealing building to the community and a historically relevant building to the City's inventory of historic places in good repair.

December 18, 2020

Rev. Byron Hodges, Pastor
Greater St. Mary Missionary
Baptist Church
69 Washington Street
St. Augustine, FL 32084

To Whom It May Concern:

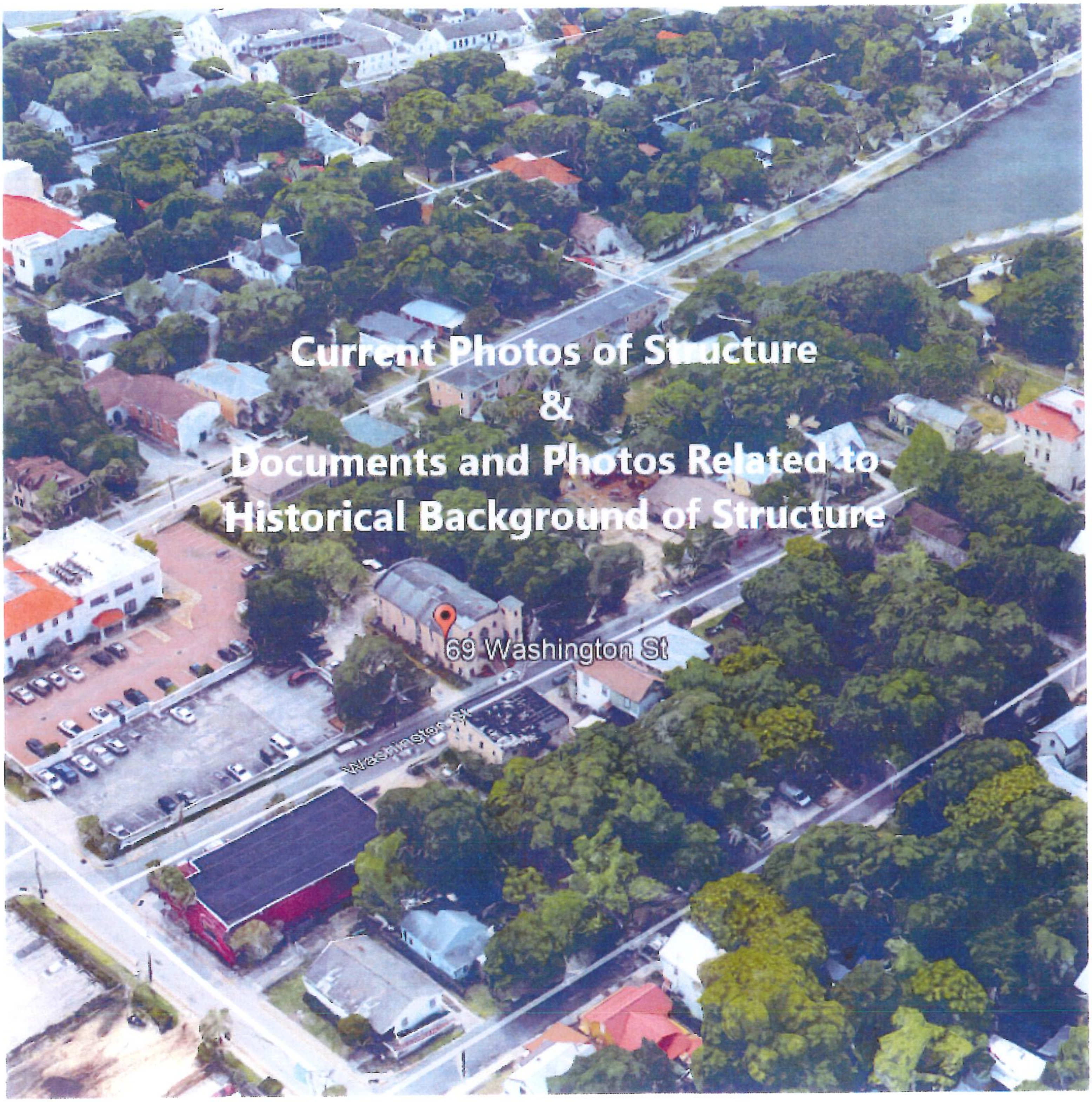
This is to authorize Samantha Gardner to submit the Lincolnville CRA Institutional Rehab Program Grant Application on behalf of Greater St. Mary Missionary Baptist Church.

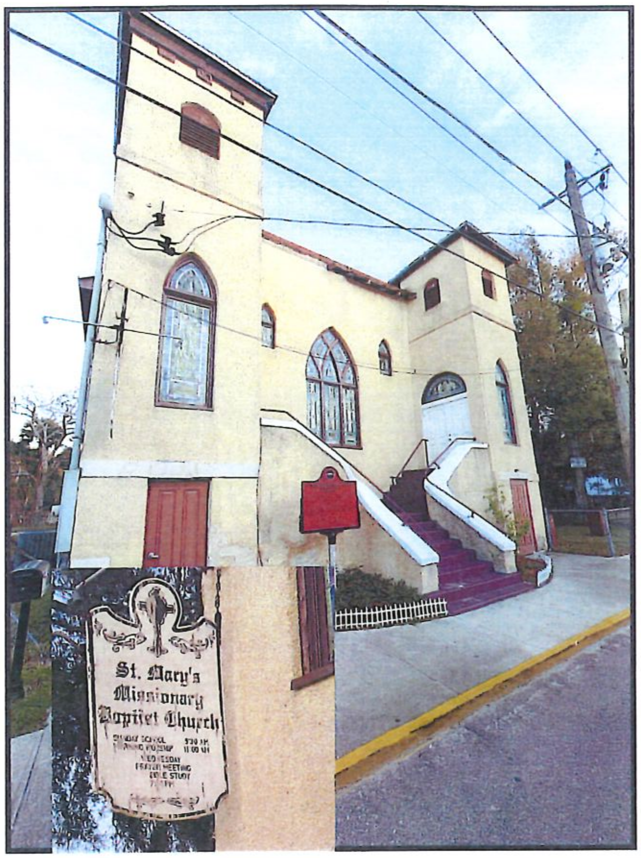
Should there be questions concerning this submission, please contact me at (904) 228-0231.

Yours in Christ,

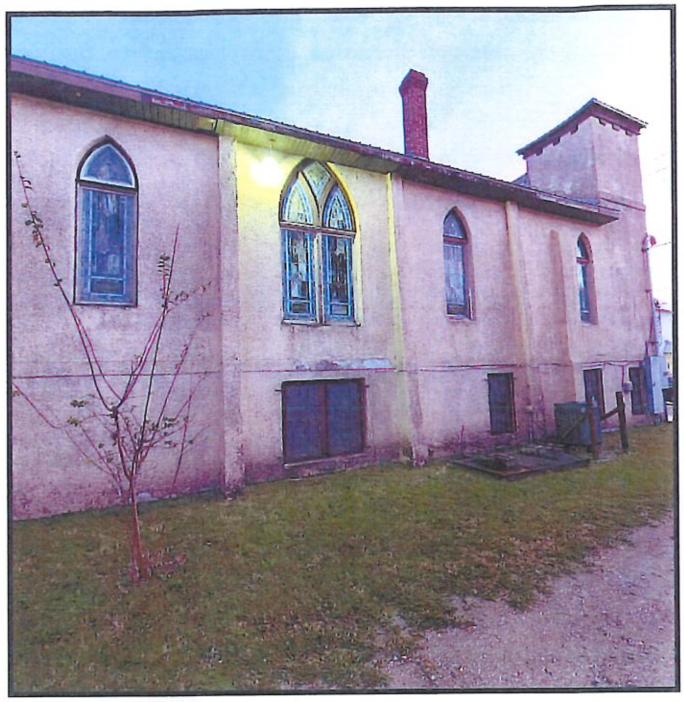
Reverend Byron Hodges, Pastor

Current Photos of Structure
&
Documents and Photos Related to Historical Background of Structure





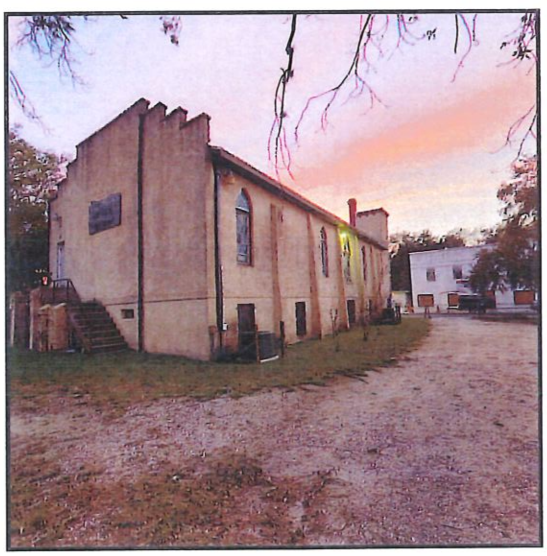
Front of Church Facing East on Washington Street



Northside of Building facing South.

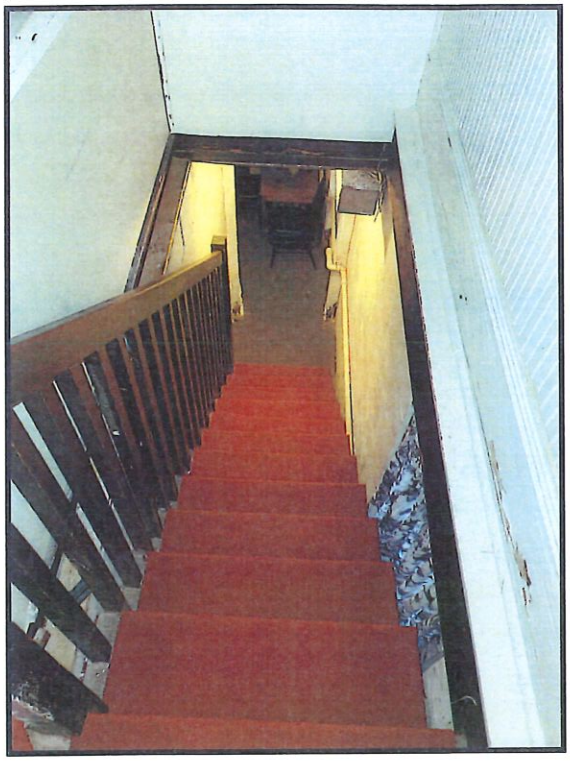
SE Rear Corner of Church Facing West

Towards Washington Street



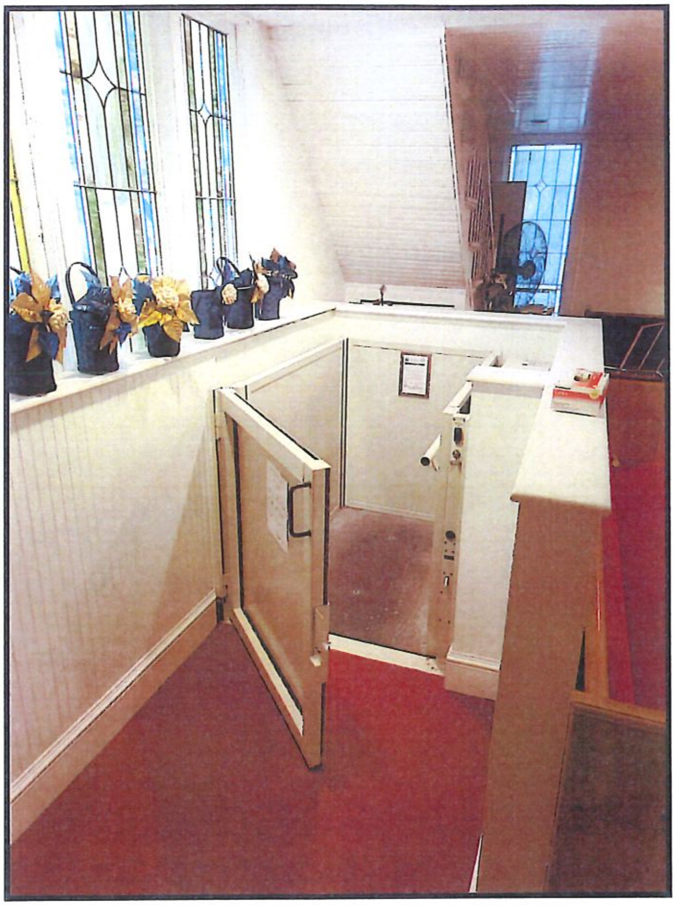
NE Rear Corner of Church Facing West Towards Washington Street

Rear of Church Facing West



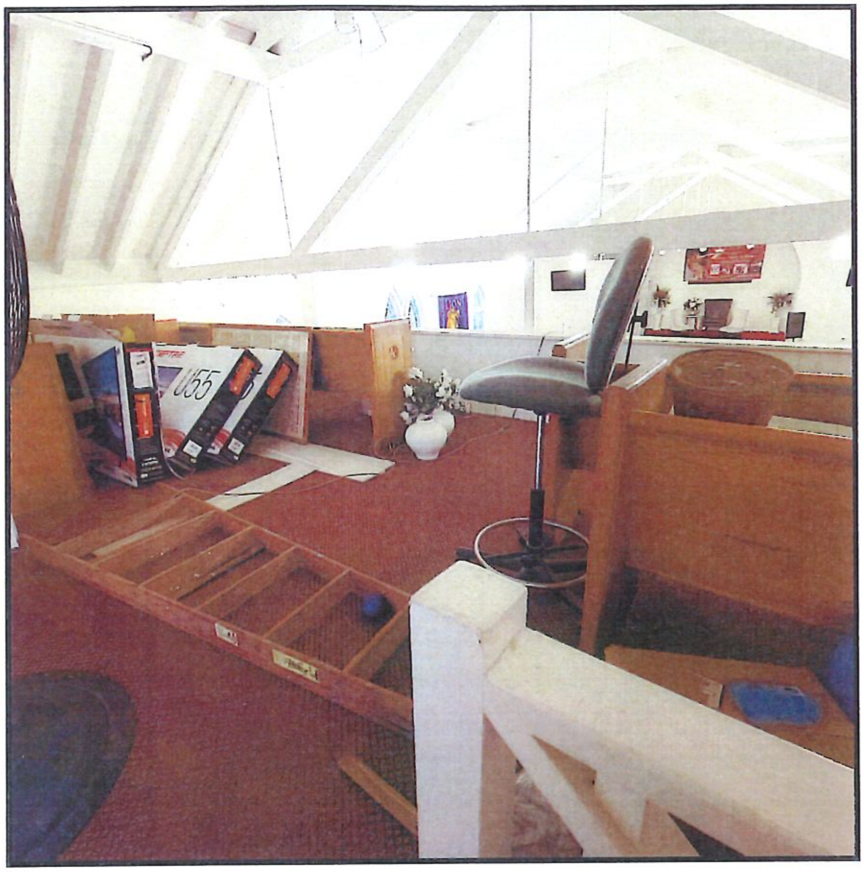
Stairs Proposed for Replacement— Interior of the Church

Stairs to Balcony



Elevator—Sanctuary Level

Elevator—Basement Level



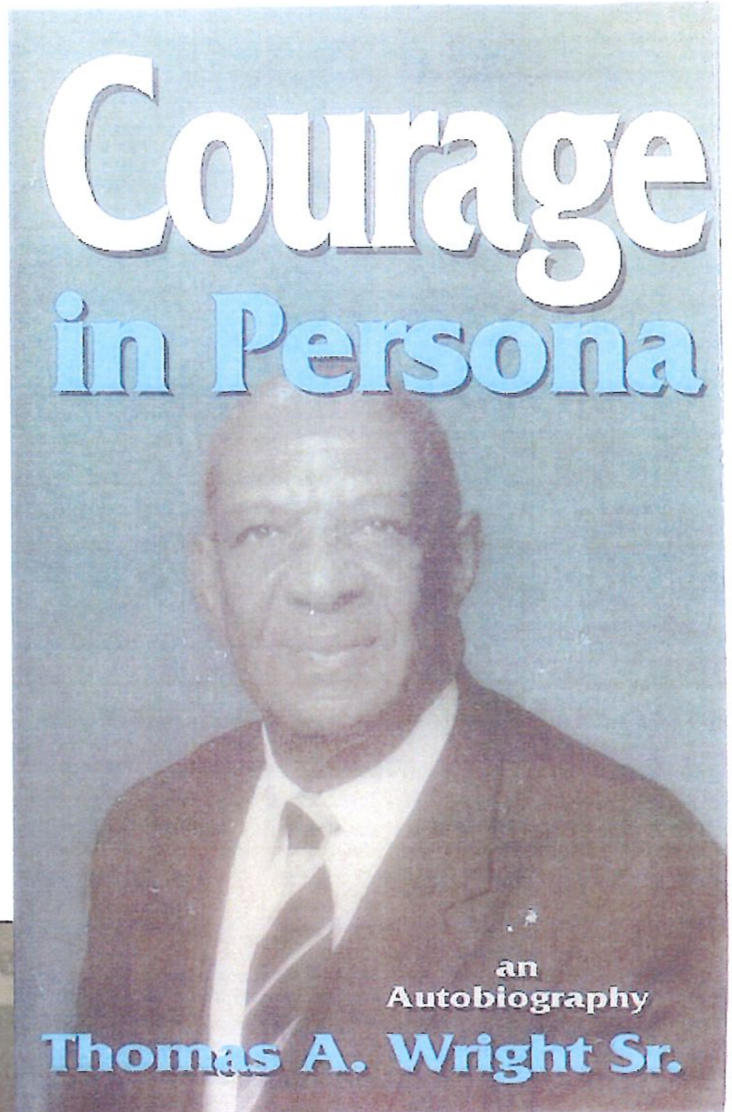
Balcony Facing Pulpit

Pulpit Facing Balcony

Article about Iconic figure in Florida's civil rights movement

Reverend Thomas A. Wright Sr.

Former St. Mary Missionary Baptist Church Pastor



Crusading minister

Rev. Wright dodged threats to persevere in early '60s

THE REV. THOMAS A. WRIGHT holds a picture of himself, as he appeared during the era of the Civil Rights Movement, in his church in East Gainesville. By JUSTIN TURKANIN

When it came to taking care of their own, the city commissioners went the extra mile with recreation facilities for whites, providing them $30,000 a year for equipment and upkeep. Black residents got $500 a year to maintain Little Links, a small parcel of land with a [illegible]

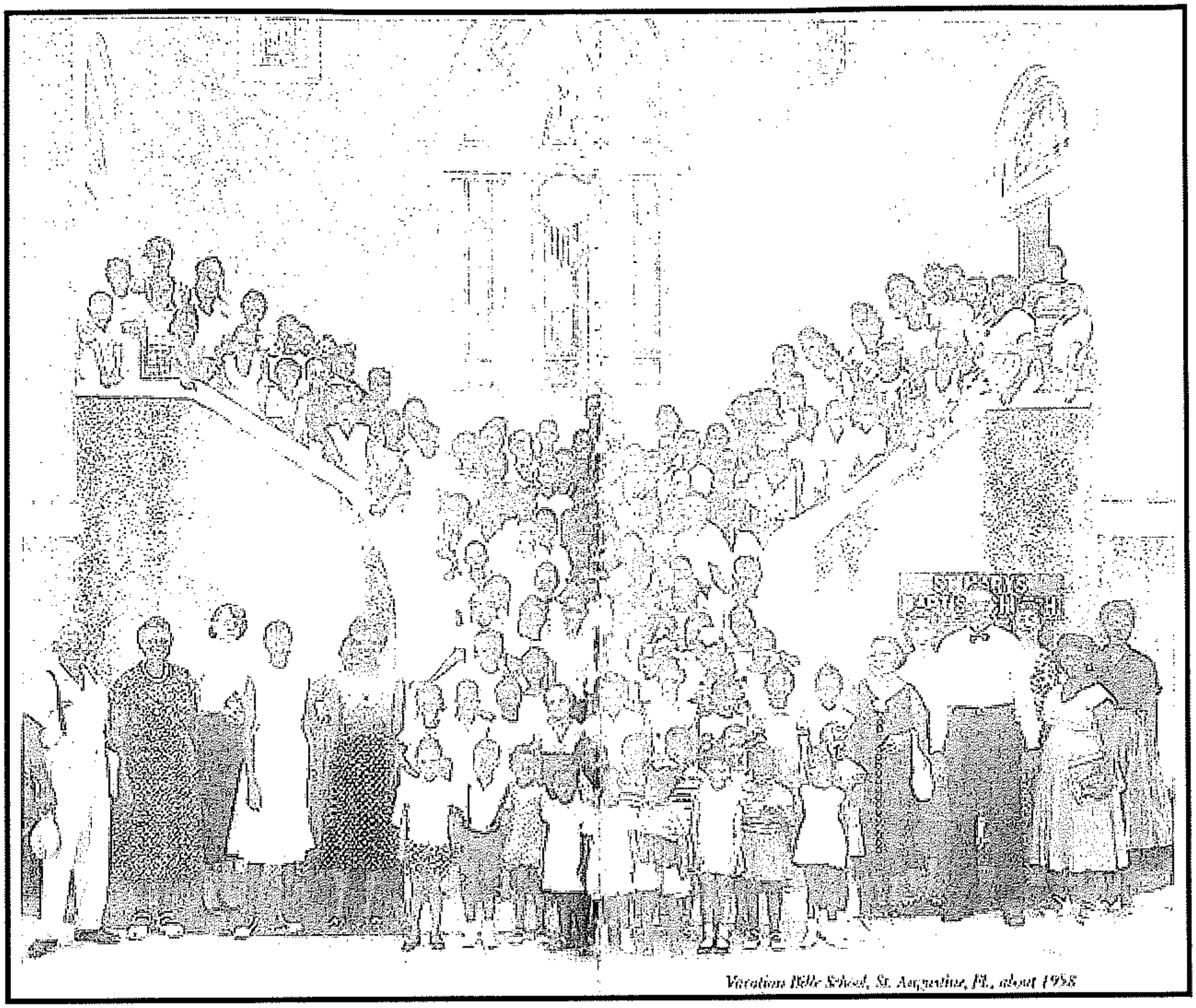
"I said, 'I want you to [illegible] more than $500 to $5,000,'" Wright recalled. "Then I [illegible]

"They asked what I was going to do with the $5,000. I told them there was a fellow by the name of [illegible] who knew about recreation, and I wanted them to pay him $300 a month. The rest we'll use for equipment, and we'll raise some more."

"They did it."

Having a place to play was a good start, but it mostly affected black children. Grown-ups had little time for recreation. Many worked two jobs, trying to make do with wages around $1 an hour.

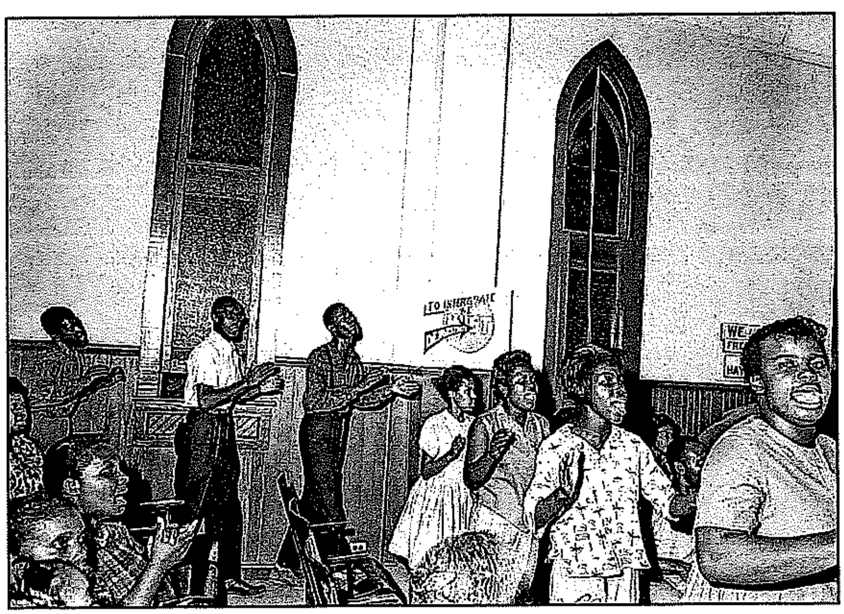
PLEASE SEE MINISTER, 6A



Vacation Bible School, St. Augustine, FL, about 1958

Summer Bible Study around the beginning of St Mary MBC's involvement in the Civil Rights Movement

Community Coming Back to Church After March



[7/18] AP
Dr. Martin Luther King, Jr. gives a young protester a pat on the back as a group of children walk down Washington Street in Lincolnville in St. Augustine on June 10, 1964. (AP Photo)

This picture documents the staging of foot soldiers in front of Greater St. Mary Missionary Baptist Church for one of several marches organized by the NAACP and Southern Christian Leadership Conference.

[2/18] ASSOCIATED PRESS

Dr. Martin Luther King and Rev. Ralph Abernathy are arrested by St. Augustine Police Chief Virgil Stuart when they asked to be served at the Monson Motor Lodge restaurant in St. Augustine on June 11, 1964. (AP Photo)

[4/18] AP

Dr. Martin Luther King, Jr. mops perspiration from his neck at a news conference in which he announced future plans for the integration move in St. Augustine on June 17, 1964. King remarked, "It's hotter in more ways than one in St. Augustine." (AP Photo)

[5/18] AP

Dr. Martin Luther King, Jr. speaks during a news conference to announce "the beginning of a massive assault on segregation" in St. Augustine on June 10, 1964. At his left is Dr. Ralph Abernathy. (AP Photo)

[6/18] AP

Dr. Martin Luther King, Jr. is hugged by Lennette Pembleton in St. Augustine after learning that the senate passed the Civil Rights Bill on June 19, 1964. (AP Photo)

Attached Proof of Ownership of Property

Public Records of St. Johns County, FL Clerk # 2006071948, O.R. 2789 PG 1427,
09/28/2006 at 08:36 AM REC. $21.00 SUR. $23.00 Doc. D $.70

2

5

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 6-06-511

TRUSTEE'S DEED

THIS INDENTURE, made this 26 day of September, 2006, by ALMARENE C. LOWNDES, WILBUR ROBERSON and SANDRA HUNTER, AS TRUSTEES OF ST. MARY'S MISSIONARY BAPTIST CHURCH, a/k/a ST. MARY'S BAPTIST CHURCH SOCIETY AND ST. MARY'S BAPTIST CHURCH ("Grantor"), to GREATER ST. MARY'S MISSIONARY BAPTIST CHURCH, INC., a Florida not-for-profit corporation, corporate successor to ST. MARY'S MISSIONARY BAPTIST CHURCH, a/k/a ST. MARY'S BAPTIST CHURCH SOCIETY AND ST. MARY'S BAPTIST CHURCH, an unincorporated church, whose mailing address is Post Office Box 130, St. Augustine, Florida 32085, Grantee.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100's Dollars ($10.00), and other good and valuable considerations to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land in St. Johns County, Florida, to-wit:

COPY

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (THE "PROPERTY").

PARCEL IDENTIFICATION NUMBER: 199820-0000

SUBJECT TO: Those matters described on Exhibit "B" attached hereto.

NO DOCUMENTARY STAMP TAX IS DUE ON THIS DEED BECAUSE IT IS CORRECTIVE IN NATURE AND NO CONSIDERATION WAS PAID TO THE GRANTOR AS PER RULE 12B-4.014(3), FLORIDA ADMINISTRATIVE CODE.

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

HISTORIC PRESERVATION COVENANT

THIS COVENANT ("COVENANT") is made the 18th day of December, 20 20, by Greater St. Mary Missionary Baptist Church (hereinafter referred to as "OWNER") and in favor of the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter referred to as "CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "CITY") for the purpose of the restoration, renovation, or rehabilitation of a certain property located at 69 Washington Street, St. Augustine, Florida, which has been approved for an institutional rehabilitation grant by the CRA and the CITY.

OWNER is the fee simple owner of the property more specifically described in **EXHIBIT "A"** attached hereto and incorporated herein (hereinafter referred to as "PROPERTY"). The PROPERTY is comprised essentially of grounds, collateral, appurtenances, and improvements. In consideration of the rehabilitation work funded by the CRA, the OWNER hereby agrees to the following conditions from the date of the recording of this instrument until twenty (20) years have passed.

1. The terms of this COVENANT run with title to the land and shall be binding on the current OWNER, transferees, and their heirs, successors, or assigns.

2. The OWNER agrees to assume the cost of the continued maintenance and repair of said PROPERTY so as to preserve the architectural and/or historical integrity of the same in order to protect and enhance those qualities that made the PROPERTY eligible for the CRA's institutional grant program.

3. The OWNER agrees that no visual or structural alterations will be made to the PROPERTY without the prior written permission of the City Manager or his or her designee. Nothing in this COVENANT shall prohibit the OWNER from developing the site in such a manner that will not threaten or damage the architectural resource, provided that permission for alteration of the site is obtained pursuant to this paragraph.

4. The OWNER agrees that the CRA or the CITY, its agents and designees, shall have the right to inspect the PROPERTY at all reasonable times in order to ascertain whether or not the conditions of this COVENANT are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the COVENANT by the OWNER or any successor-in-interest during the term of the

COVENANT, the CRA or the CITY will report such violation to the City Manager who shall provide written notice to OWNER of the non-performance or violation. The OWNER shall have fourteen (14) days to reply in writing to the City Manager at the following address with a proposal to bring the PROPERTY into compliance:

CITY OF ST. AUGUSTINE
ATTN: CITY MANAGER
P.O. BOX 210
ST. AUGUSTINE, FLORIDA 32085

The City Manager or designee may negotiate a mutually agreeable compliance plan. In the event that the OWNER and the City Manager cannot come to an agreement, or in the event that the OWNER will not or cannot bring the PROPERTY into compliance, the OWNER shall be required to repay the entire value of the work performed under this COVENANT. If the OWNER will not or cannot fulfill a demand of payment in the event of non-performance or violation, then the CRA or the CITY may, at its discretion, take any action allowed under the law, including foreclosure of the PROPERTY to recover the value of the work performed.

6. If the PROPERTY is damaged by accidental or natural causes during the COVENANT period, the OWNER shall inform the City Manager in writing of the damage to the PROPERTY within fourteen (14) days, including:

   i) a general description of the nature and extent of the damage;

   ii) an estimate of the cost of restoration or reconstruction work necessary to return the PROPERTY to the condition existing at the time of project completion, based on a written estimate of a licensed contractor who is competent to perform the type of work required based on the written description of the damage required in this paragraph; and

   iii) a detailed timeline for completion of the work, including estimates of dates the permits applied for, and when major construction milestones will be complete.

   The City Manager or his or her designee shall then have an additional fourteen (14) days to review the plan and notify the OWNER if he or she agrees with the estimate, proposed restoration plan and timeline. The OWNER shall complete the restoration or reconstruction work necessary to return the PROPERTY to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City Manager. If the OWNER does not perform the requirements of this paragraph, he or she shall be considered in breach of this COVENANT.

7. If accidental or natural causes destroy or severely damage the PROPERTY, including the historical integrity of the features, materials, appearance, workmanship, and environment, or architectural integrity which made the PROPERTY eligible for the CRA's institutional grant program, and the PROPERTY has been lost or so damaged that the OWNER believes that restoration is not feasible, the OWNER will notify the City Manager in writing of the loss within fourteen (14) days. The City Manager or his or her designee will evaluate the information provided and notify the OWNER within fourteen (14) days in writing of

its determination. If the City Manager agrees that natural causes have destroyed or severely damaged the PROPERTY to the extent that restoration is not feasible, the City Manager may include a release of COVENANT and any lien associated with this COVENANT, upon an affirmative vote by the City Commission or CRA. In such cases, no penalty or interest shall be assessed against the OWNER. If the City Manager or his or her designee does not agree that the PROPERTY is destroyed or so damaged that restoration is not feasible, then the OWNER shall proceed with the procedures described in Paragraph 6 herein.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment or architectural integrity which made the PROPERTY eligible for the CRA's institutional grant program have been lost or damaged deliberately or through gross negligence of the OWNER, City Manager or his or her designee shall notify the OWNER in writing. The OWNER shall have thirty (30) days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence. If the OWNER cannot show such extenuating circumstances to the satisfaction of the City Manager or his or her designee, the OWNER shall, within the thirty (30) day period, develop a plan for restoration of the PROPERTY and a schedule for completion of the restoration. Upon approval by the City Manager or his or her designee, the OWNER shall complete the restoration work necessary to return the PROPERTY to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City Manager or his or her designee. If the OWNER does not complete the restoration work on the agreed upon time schedule, the City Manager or his or her designee will either provide an extension if he or she determines an extension is warranted, or shall make a determination that the OWNER is in breach of this COVENANT.

In the event that any suit or action is instituted by the CRA or the CITY for breach of this COVENANT, including without limitation to enforce any provision in this COVENANT, the CRA or the CITY shall be entitled to recover from the OWNER all fees, costs, and expenses of enforcing any right under or with respect to this COVENANT, including without limitation, all fees, costs, and expenses of appeals.

This COVENANT is governed by and construed under the law of the State of Florida. All disputes shall be resolved exclusively in either the state court in St. Johns County, Florida or in federal court in the United States Middle District of Florida, Jacksonville Division.

Nothing herein is intended to waive or limit the CITY nor the CRA's sovereign immunity protections.

** * * Signatures Appear On The Following Page * * **

IN WITNESS WHEREOF, the parties hereto have executed this Covenant, this ____ day of ______________________, 20____.

Greater St. Mary Missionary Baptist Church, **OWNER**

Signed, sealed and delivered
in the presence of:

____
Signature

Print: Reverend Byron Hodges

Title: Pastor

____
Witness

Print: ______________________________

____
Witness

Print: ______________________________

ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY

ATTEST:

____
Darlene Galambos, City Clerk
(SEAL)

By: ______________________________
Tracy W. Upchurch, CRA Chair

CITY OF ST. AUGUSTINE, FLORIDA
a municipal corporation

ATTEST:

____
Darlene Galambos, City Clerk
(SEAL)

By: ______________________________
John P. Regan, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

____
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

1998200000

69 WASHINGTON ST
SAINT AUGUSTINE 32084-0000

CITY OF ST AUGUSTINE LOT 2 (EX E25FT) & ALL LOTS 3 & 4 BLK 38-A OR2789/1427(TR/D)
*The Description above is not to be used on legal documents.

See Trustee Deed Attached to Application

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

UNDER THE CITY OF ST. AUGUSTINE INSTITUTIONAL GRANT PROGRAM

SECURITY AGREEMENT / MORTGAGE LIEN

THIS INDENTURE, made this 18th day of December, 2020, between Greater St. Mary Missionary Baptist Church, whose mailing address is 69 Washington Street, St Augustine, Florida 32084 and whose street address of the property described below is 69 Washington Street, St Augustine, Florida 32084 hereinafter referred to as "OWNER" (OWNER refers to singular or plural as the context requires), and the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter referred to as "CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA** (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the CITY through its St. Augustine Community Redevelopment Agency (CRA) has made available to OWNER under its Institutional Grant Program, funds to be used for rehabilitating historic institutionally-owned structures within the Lincolnville Community Redevelopment Area; and

WHEREAS, the parties hereto wish to preclude speculation and windfall profits from the sales of properties assisted with such funds.

NOW, THEREFORE, in consideration of the provision of financial assistance to the OWNER for building repairs and/or rehabilitation assistance on the property hereinafter described subject to the terms and conditions hereinafter provided, the OWNER has mortgaged, granted, and conveyed to CITY the land situate, lying and being in the County of St. Johns, City of St. Augustine, State of Florida, described in **EXHIBIT "A"** attached hereto and incorporated herein, hereinafter referred to as "PROPERTY", together with all improvements, replacements, and additions now or hereafter erected on the PROPERTY, and all easements, appurtenances, and fixtures now or hereafter a part of the PROPERTY, the said OWNER does hereby fully warrant the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT, HOWEVER, to the following terms and conditions each of which the OWNER hereby accepts and agrees to:

1. CRA/CITY Institutional Grant Program funds, described in **EXHIBIT "B"** attached hereto and incorporated herein, have been provided to or for the benefit of the OWNER to assist in the rehabilitation of the PROPERTY, the receipt whereof is hereby acknowledged by OWNER.

2. OWNER agrees that OWNER uses and maintains in the usual course of business the PROPERTY for a period of at least twenty (20) years from the date of this document.

3. For a period of twenty (20) years from the date of this document, if the PROPERTY shall be sold, refinanced, or transferred, the OWNER shall repay to the CRA/CITY the financial assistance provided to OWNER under the CRA/CITY Institutional Rehabilitation Program immediately upon the sale, refinance, or transfer of the PROPERTY.

4. OWNER understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida, and its obligations thereof shall run with title to the PROPERTY and shall encumber and burden title to the PROPERTY.

5. THE OWNER UNDERSTANDS AND AGREES THAT THIS INSTRUMENT SHALL PLACE A MORTGAGE LIEN UPON OWNER PROPERTY DESCRIBED HEREIN ABOVE AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, DEVISEES, SUCCESSORS, AND ASSIGNS OF THE OWNER.

6. In any instance where OWNER endeavors to refinance existing or obtain new mortgage(s) that are being secured by the PROPERTY, this Security Agreement may NOT be subordinated, unless agreed to in writing by the CRA/CITY.

7. The OWNER further understands and agrees that any benefit received by OWNER as a result of false or misleading information submitted to CRA/CITY or its independent contractors shall be paid back to the CRA/CITY by the OWNER immediately upon discovery of same.

8. All obligations and conditions herein and within the related HISTORIC PRESERVATION COVENANT (COVENANT) recorded in the public records of St. Johns County that are applicable to OWNER are secured by this mortgage lien PROVIDED that if the OWNER shall meet or pay all obligations described herein and in the COVENANT and shall comply with all conditions and perform all agreements set forth herein and in the COVENANT, then this mortgage lien and the estate hereby created shall cease and be null and void after a period of twenty (20) years from the date of this document.

* * * ***SIGNATURES APPEAR ON THE FOLLOWING PAGE*** * * *

IN WITNESS WHEREOF, OWNER has executed this instrument under seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

"OWNER"

____
Signature

Print: Reverend Byron Hodges, for GSMMBC

Title: Pastor

____
Witness

Print: ______________________________

____
Witness

Print: ______________________________

STATE OF FLORIDA
COUNTY OF ____________________

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, ______________________________, who is personally known to me or who has produced ______________________________ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this ________ day of ________________, 2020.

____
Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
CITY ATTORNEY

TO REIMBURSE THE CRA/CITY FOR THE NO-INTEREST LOAN AND TO CLEAR THE TITLE OF THIS LIEN, CONTACT CITY OF ST. AUGUSTINE HISTORIC PRESERVATION/COMMUNITY DEVELOPMENT. CASHIER CHECK OR MONEY ORDER SHOULD BE MADE PAYABLE TO CITY OF ST. AUGUSTINE, FLORIDA FOR REPAYMENT OF THE CITY OF ST. AUGUSTINE CRA INSTITUTIONAL GRANT PROGRAM LIEN.

EXHIBIT "A"

LEGAL DESCRIPTION

1998200000

69 WASHINGTON ST
SAINT AUGUSTINE 32084-0000

CITY OF ST AUGUSTINE LOT 2 (EX E25FT) & ALL LOTS 3 & 4 BLK 38-A OR2789/1427(TR/D)
*The Description above is not to be used on legal documents.

See Trustee Deed Attached to Application

CITY OF ST. AUGUSTINE

RELEASE AND WAIVER

COMES NOW Greater St. Mary Missionary Baptist Church ("OWNER"), whose mailing address is 69 Washington Street, Florida 32084, who for good and valuable consideration, including the mutual promises and covenants herein contained, the adequacy and receipt of which are hereby acknowledged, hereby releases and holds harmless the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** ("CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA** ("CITY"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32084, as follows:

The OWNER, for itself, its legal representatives, heirs, officials, agents, employees and assigns hereby authorizes the repair of the church building located on the OWNER'S property, as described in **EXHIBIT "A" – SCOPE OF WORK**, which is hereby incorporated by reference, and releases, waives and discharges the CITY, its officials, agents, contractors, and employees from all liability to the OWNER, its legal representatives, successors and assigns for all and any claims, including, but not limited to, torts, breach of contract, regulatory claims, wrongful death, and common law or statutory warranty claims, including reasonable attorney's fees and court costs at trial or appellate levels, to OWNER'S person or property, whether real or personal, whether caused by negligence or otherwise, arising out of the repairs described herein located on the OWNER'S property. No third-party beneficiaries are contemplated or created pursuant to the terms of this Agreement.

INDEMNIFICATION: OWNER agrees, to the extent allowed by law and except and to the extent caused by the City's gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property or the environment or bodily injury, including death, incurred or sustained by any other person or any governmental agency arising out of or incident to or in connection with the repairs described herein. OWNER recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of this indemnification in accordance with laws of the State of Florida.

DUTY TO COOPERATE: OWNER agrees to timely and completely cooperate with CITY, its officials, agents, contractors, and employees, in all aspects of the scope of work, including but not limited to, providing access to the structure and property, complying with safety protocols and access restrictions on an active worksite, and completing any necessary ancillary documentation as a condition of the Institutional Rehabilitation Program. In addition, OWNER understands and agrees that onsite contractors and subcontractors are under the supervision and control of CITY, and any OWNER questions or concerns must be directed to CITY officials and not to the on-site contractor or subcontractors. OWNER'S cooperation is a key condition of OWNER'S participation in the Institutional Rehabilitation Program, and failure to cooperate may result in suspension or termination of OWNER'S eligibility in the program.

NO WARRANTY: The CITY does not make any representation nor extends any warranties of any kind, either express, implied, statutory, or otherwise, with respect to the subject matter of this Agreement.

NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding anything to the contrary in the foregoing or within this Release and Waiver Agreement, the CITY shall not relinquish or waive any of its rights as a sovereign local government and the CITY reserves all rights and defenses under applicable sovereign immunity law.

OWNER further acknowledges that this Release and Waiver affects its legal rights and that OWNER freely, voluntarily and knowingly agrees to and executes this Release and Waiver after having received the opportunity to seek legal counsel for advice as to its legal rights and after its free and voluntary decision whether to seek legal counsel.

"OWNER"

Signed, sealed and delivered
in the presence of:

____
Witness

Print:__________________________

____
Witness

Print:__________________________

____

Print: Reverend Byron Hodges, for GSMMBC

Title: Pastor

Date: December 18, 2020

STATE OF FLORIDA
COUNTY OF ________________

☐ I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, ______________________________, who is personally known to me or who has produced ______________________ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this ________ day of ________________, 2020.

____
Notary Public, State of Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

____
CITY ATTORNEY

EXHIBIT "A"

SCOPE OF WORK

The scope of work is expressed in the attached detailed estimate of project cost along with estimates from vendors.

ESTIMATED GREATER ST MARY MISSIONARY BAPTIST CHURCH PROJECT COST

Description	Expense
EXTERIOR	
Re-build Soffit	$ 25,000.00
Shell Dash Repair	10,000.00
Refurbish Windows $1k per window	40,000.00
Remove Window Bars	2,500.00
Re-screen Stair at Rear	5,000.00
Paint Exterior	30,000.00
Exterior Doors	$ 2,500.00
Sub-total	$ 115,000.00
INTERIOR	
Ground Level Demo	$ 25,000.00
Reframe Partions	8,500.00
Plumbing 2 Bathrooms and Kitchen	12,000.00
Rewire Electric	15,000.00
New A/C	8,500.00
Raise Conrete 2" at Ground Level	15,000.00
Dens Glass Exterior & Interior Walls with Stucco Float Finish Drywall	25,000.00
Doors, Trim, Flooring	20,000.00
Elevator Replacement Prep	10,000.00
Kithchen and bath Allowance	15,000.00
Kithchen Appliance Allowance	10,000.00
Sub-total	$ 164,000.00
SANCTUARY LEVEL	
Demo Stairs Ground to Sanctuary	$ 40,000.00
Frame Stair	50,000.00
Re-Wire Sanctuary Level	25,000.00
Drywall Interior	15,000.00
Interior Trim doors and stairs	30,000.00
New Carpet Sanctuary & Loft with vinyl in Offices	40,000.00
Interior Painting	30,000.00
Allowance for Electric Fixtures	15,000.00
Permit, Dumpster	$ 10,000.00
Sub-total	$ 255,000.00
TOTAL HARD COSTS	$ 534,000.00
Designs fee	$ 15,000.00
Contractor Overhead Fee	$ 133,500.00
TOTAL PROFESSIONAL FEES	$ 148,500.00
TOTAL HARD COST AND PROFESSIONAL FEES	$ 682,500.00
ADDITIONAL HARD COSTS	
Elevator	$ 82,488.00
Fixtures (Pews)	$ 18,020.00
TOTAL ADDITIONAL HARD COST	$ 100,508.00
TOTAL REHABILITATION HARD COST	$ 783,008.00

CORNER

"Built on Honest Relationships"

Date: October 21, 2020

To: St. Mary's Missionary Baptist Church
69 Washington Street
St. Augustine, Florida 32084

Corner Construction Services, Inc.
21 Marion Street
St. Augustine, Florida 32084
904-342-8475 / 904-797-3766

Salesperson	Job	Payment Terms	Due Date
Ryan	Renovation		

Qty	Description	Unit Price	Line Total
	EXTERIOR (Includes Labor & Material)		
1	Re-build soffits	$ 25,000.00	25,000.00
1	Shell Dash Repair	$ 10,000.00	10,000.00
1	Refurbish Windows $1,000/Window	$ 40,000.00	40,000.00
1	Remove Window Bars	$ 2,500.00	2,500.00
1	Re-screen Stair at Rear	$ 5,000.00	5,000.00
1	Paint Exterior	$ 30,000.00	30,000.00
1	Exterior Doors	$ 2,500.00	2,500.00
	INTERIOR (Includes Labor & Material)		-
1	Ground Level Demo - remove partition walls, kitchen and baths, all sheetrock from perimeter walls, concrete for plumbing sanitary lines.	$ 25,000.00	25,000.00
1	Reframe Partions	$ 8,500.00	8,500.00
1	Plumbing for 2 Bathrooms and Kitchen	$ 12,000.00	12,000.00
1	Rewire Electric throughout Church	$ 15,000.00	15,000.00
1	New A/C	$ 8,500.00	8,500.00
1	Raise Concrete at Ground Level Approximately 2'	$ 15,000.00	15,000.00
1	Dens Glass Exterior & Interior Walls w/ Stucco Float Finish/Drywall Ceilings	$ 25,000.00	25,000.00
1	Doors, Trim, Flooring	$ 20,000.00	20,000.00
1	Elevator/Lift Replacement	$ 10,000.00	10,000.00
1	Kitchen ($10,000.00) & Bath ($5,000.00) Finishes - Allowance	$ 15,000.00	15,000.00
1	Kitchen Appliances - Allowance	$ 10,000.00	10,000.00
	SANCTUARY LEVEL (Includes Labor & Material)		-
1	Demo Stair, Ground Level to Sanctuary Level. Demo Floor System. Demo Loft Area Including Stair, Remove Both Offices & Choir Stage	$ 40,000.00	40,000.00
1	Frame Stair from Ground Level to Sancutary and to Loft. New Floor System of Sanctuary with Choir Stage & Two Offices	$ 50,000.00	50,000.00
1	Re-wire Sanctuary Level, New A/C System	$ 25,000.00	25,000.00
1	Drywall Interior & Perimter As Needed	$ 15,000.00	15,000.00
1	Interior Trim & Doors, Stair Trim	$ 30,000.00	30,000.00
1	New Carpet, Sanctuary Level & Loft, Vinyl Floors for Offices	$ 40,000.00	40,000.00
1	Interior Painting	$ 30,000.00	30,000.00
1	Allowance for Electric Fixtures	$ 15,000.00	15,000.00
1	Permit, Dumpster, Portable Restroom, Security Fence	$ 10,000.00	10,000.00
		Subtotal	$ 534,000.00
		Contractor Fee	133,500.00
		Total	$ 667,500.00

Quotation prepared by: ______________________

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: ______________________

Thank you for your business!

This elevator installation proposal covers one hydraulic passenger elevator located at **Greater St. Mary Missionary Baptist Church located at 69 Washington St., St. Augustine, FL 32084** with a **4500 lbs. capacity.** All work will be performed to the requirements of the National Elevator Safety Code for Elevators (ANSI A17.1), National Electrical Code, and the American with Disabilities Act as adopted by the State of Florida.

Section 1- General Information

- **Permits and Licensing:** All permits and licenses if required by the State of Florida for the installation of an elevator are included in this agreement and will be paid by First Coast Elevator Inc.
- **Keys:** First Coast Elevator will provide two complete sets of keys for each key switch installed in the elevator per job specifications.
- **Drawings:** First Coast Elevator Inc. will provide one complete set of wiring diagrams to the Owner upon final inspection and release for use by the public.
- **Warranty:** First Coast Elevator Inc. will warranty all of the material installed under this agreement for a period of one year or 12 months after the final acceptance of the elevator.
- **Drawings:** First Coast Elevator Inc. will furnish drawings of the general arrangement of the elevator equipment per job specifications.

Section 2 – Equipment to be Installed

- **Elevator Controller:** New elevator controller with a non-proprietary microprocessor controller.
  - **New Controller Description:** Microprocessor Based Simplex operation, Front opening only, Viscosity Controlled, 4500 lb. capacity
- **Elevator Fixtures:** New elevator fixtures/pushbuttons and car operating panel with vandal resistant fixtures with center jeweled indicator lights.
  - **New Car Operating Panel:** Install new car operating panel in the elevator cab with all of the features required to accommodate the new microprocessor controller. This new panel will contain a new ADA compliant telephone, fire service signage and cabinet, all code required key switches, emergency lighting, Braille, Alarm button, and all other code required equipment.
  - **Fixture Material:** All new fixtures will be in a #4 brushed Stainless Steel finish.
  - **Position Indicator:** A new dot matrix position indicator will be installed into the new car operating panel
  - **Alarm bell:** An alarm bell will be installed and wired to operate per code on the emergency battery and a push button in the car operating panel in the event of a power outage.
  - **Floor passing Gong:** An ADA compliant floor passing gong will be installed per code requirements to indicate the car has stopped or passed a floor.
  - **Hall landing buttons:** The hall landing buttons will be finished in #4 brushed Stainless Steel with the first floor button station including the fire service switch, light, and signal requirements per code.
  - **Hall signage:** Hall signage required for fire service requirements will also be installed.
  - **Car lanterns:** A new car riding lantern will be installed per code. It will incorporate the necessary features to meet the code requirements and will be finished in a #4 brushed Stainless Steel.
  - **Hall Phone Monitoring Device:** A ground floor phone monitoring device will be installed at the first floor with and audible signal, light, and key switch. This device is required by code to verify that the phone line is active and operational.
  - **Braille:** New Braille will be installed at each landing per code.
- **Hoistway Equipment**

- **Fire Service:** Phase 1 and Phase 2 fire service tests will be performed by a QEI inspector prior to releasing the elevator back to service to the public.
- **Inspection Reports:** A copy of the final inspection report will be given to the Owner after an inspection by a QEI inspector.
- **Testing Schedule:** Elevator testing will be performed during our regular working hours.

Section 6 – Clean Up

- First Coast Elevator Inc. will keep the work area clean from debris and will remove debris as required to maintain a clean and safe work environment. First Coast Elevator is responsible for its own house keeping.
- All Steel will be painted to provide corrosion protection.

Section 7 – Work by Others:

- Installation of heat and/or smoke sensing equipment at each elevator lobby, the machine room, and hoistway (as required by code) with contacts that will inform the elevator of a fire condition in one or all of these areas to meet the code requirements for Phase 1 and Phase 2 fire service operation. It is the Owner's responsibility to provide the wiring form the fire panel to the elevator controller. Final termination of the wiring on terminals in the elevator controller will be the responsibility of First Coast Elevator Inc.
- Installation of an approved fused electrical disconnect with rejection clips and an auxiliary switch for the battery lowering operation or emergency generator operation in the machine room for the main controller power and another smaller fused disconnect for the cab lighting.
- Installation of sump pump in the pit that is located below finished pit floor and is equiped with an oil/water alarm that prevents the pump from activating when oil is present. A metal cover must also be provided that covers the sump pump hole/pump and is flush with the finished pit floor. Adequate electrical circuit must be provided in the pit area for the sump pump and alarm.
- Installation of a means of temperature and humidity control in the elevator machine room to meet the elevator code.
- Installation of a door closer and lock on the machine room door to meet Code.
- Installation of code compliant lighting in the pit and machine room areas as well as GFI receptacles in both the machine room and pit.
- Installation of pit ladder for each elevator of noncombustible material, constructed and installed in accordance with code, and extending from pit floor to 42" above sill of lowest hoistway door.
- Installation of hoistway ventilation as required by code.
- Installation of elevator hoistway that meets the specification of the equipment plumb within 1" and meets the code.
- A dry pit, reinforced to sustain vertical loads.
- Adequate supports for guide rail brackets, to support horizontal loads as shown. Support locations must not exceed spacing as required by code.
- Guide rail support locations must be steel, brick, concrete, or filled concrete block. If inserts are furnished, these are to be installed by others, in locations shown, as walls are erected. If rail brackets are attached to steel beams, fireproofing is to be applied AFTER rail brackets are installed.
- Projections or recesses in the hoistway of 2" or more, on sides not used for loading or unloading, shall be beveled at an angle not less than 75 degrees from the horizontal.
- A hoist beam, hook, or eyebolt shall be furnished at the top of the hoist way, located on centerline of car and guides - designed to lift load required.
- Any cutting and patching of building construction required to install signal fixtures, or other elevator apparatus, and any repairs, grouting, patching, or painting made necessary by same.

Church Pews

Our church pews are extremely worn and falling apart. It is our belief that these are the original pews, however, nobody is alive to confirm.

Pulling up almost any church pew purchasing site reveals that the average cost of church pews is between $80 – 150 per foot.

Using the recommended 22" – 24" per seat and an approximate cost of $110 per seat, we are requesting the following:

Floor seating, approximately 150 x $110 - $16, 500.

In addition to floor seating, we are requesting chairs for the balcony and choir loft.

Our balcony will seat approximately 50, the choir loft, 38.

Church chairs average $30 - $50 per seat.

38 chairs at $40 per chair = $1, 520.

Total amount requested to replace worn pews is $18, 020.

OWNER'S AUTHORIZATION FOR AGENT

Samatha Gardner ______________ is/are hereby authorized TO ACT ON BEHALF OF the owner(s) of those lands described within the attached application, and described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's:

(check all that apply)

- [ ] Historic Architectural Review Board
- [ ] Planning and Zoning Board
- [x] CRA Institutional Rehabilitation Grant
- [ ] City Commission/CRA

Property located at: 69 Washington Street, St. Augustine, Florida 32084

By: ______________________________
Signature of Owner

Reverend Byron Hodges, for GSMMBC
Print Name of Owner

(386) 228-0231
Telephone

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, on this ______ day of ______________________, 20___.

Notary Public: ______________________________

My Commission Expires: ______________________

☐ Personally known to me **-OR-** ☐ Produced identification

Type of identification produced: ______________________

received
12/30/20

ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY

INSTITUTIONAL GRANT PROGRAM FOR REHABILITATION OF HISTORIC, INSTITUTIONALLY-OWNED STRUCTURES WITHIN THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA

APPLICATION

DATE: 12 / 17 / 2020

PROPERTY OWNER NAME: FOUNTAIN OF YOUTH LODGE # 649

PHONE: (386) 931-6881 | EMAIL: FOUNTAINOFYOUTHLODGE649@GMAIL.COM

MAILING ADDRESS: 100 WASHINGTON STREET, ST. AUGUSTINE, FL 32084

AUTHORIZED AGENT NAME: JOHN AUGUSTUS

PHONE: (904) 540-1226 | EMAIL: AUGUSTUSJOHN81@GMAIL.COM

MAILING ADDRESS: 1155 S. BREVARD STREET ST. AUGUSTINE FL 32084

★ ***A LETTER OF AUTHORIZATION MUST BE SUBMITTED IF THE PROPERTY OWNER IS DELEGATING TO AN AUTHORIZED AGENT THE AUTHORITY TO SUBMIT THIS APPLICATION.***

PROPERTY ADDRESS: 100 WASHINGTON STREET, ST. AUGUSTINE FL. 32084

EXPLANATION OF REPAIRS/REHABILITATION REQUESTED AND THE ASSOCIATED FUNDING CHALLENGES, INCLUDING OTHER GRANTS APPLIED FOR OR RECEIVED *(ATTACH ADDITIONAL PAGES IF NEEDED)*:

FUNDS ARE BEING REQUESTED TO IMPROVE PLUMBING,ELECTRICAL WIRING, SEALING, VENTING,AND FLOORING.

THE A/C UNIT, AND STAIR RAILINGS NEED TO BE REPLACED. WE'VE FACED NUMEROUS CHALLENGES WITH BACK TO BACK

HURRICANES, AND NOW LIVING WITH THE CORONA VIRUS PANDEMIC. WE HAVE NOT SECURED ANY OTHER FUNDING.

- **ATTACH PROOF OF OWNERSHIP OF PROPERTY *(I.E. PROPERTY DEED)***
- **ATTACH AGENT'S AUTHORIZATION IF OWNER HAS AUTHORIZED AN AGENT TO ACT ON ITS BEHALF**
- **ATTACH CURRENT PHOTOGRAPHS OF THE STRUCTURE *(INTERIOR AND EXTERIOR)***
- **ATTACH DOCUMENTATION AND PHOTOGRAPHS RELATED TO THE HISTORICAL BACKGROUND OF THE STRUCTURE FOR WHICH YOU ARE REQUESTING REHABILITATION ASSISTANCE**

The Institutional Grant Program contains some key conditions and restrictions. These include:

- The project is a City/CRA controlled construction project. The City/CRA will contract with the contractor and direct the construction. No funds will be disbursed to the owner or its agent.
- A covenant and lien will be placed on the property for a period of time from five (5) years to twenty (20) years depending on the value of the grant(s) awarded. Multi-phased grants will require cumulative covenants and liens for each phase, if appropriated and budgeted by the City/CRA.
- The lien will not need to be paid back if all the conditions of the program are met.
- The restored structure must continue to be preserved by the owner.
- The grant is for preservation and restoration of significant physical structures that tell the story of St. Augustine. It is not for religious operations.
- Failure to cooperate with the City/CRA during construction may lead to the suspension or termination of the grant.
- The City/CRA will review all applications with staff recommendations based on approved budget.
- Projects will be evaluated in terms of historic and/or cultural significance, endangerment, and quality of preservation treatment within the scope of work.
- If there are competitive projects, additional items that will be considered include educational benefits and opportunities for public access to the property.

★ *All related documents should be read and understood before submitting this application.*

INSTITUTIONAL PROPERTIES *(excerpt from the Lincolnville Community Redevelopment Area Plan)*

Lincolnville contains numerous historic churches and other institutionally owned structures. It is the intent that the Rehabilitation Program to also provide funding to institutions that have difficulties in securing alternate funding for historic building rehabilitation. Funds would be provided in the form of a grant whose implementation procedures would be similar as residential grants. Prior to grant approval, proposed scope of work and cost estimates[16] will be submitted to staff for approval. The minimum level of rehabilitation would be the shell building without fixtures and interior finishes. Rehabilitation work[17] should use the Secretary of Interior Standards for Rehabilitation as a guideline to repair where possible and replace with matching or compatible materials. All mechanical, electrical, and plumbing systems should also be up to code. Progress reports and final staff approval will be required before the final payment.

☑ **I HEREBY ACKNOWLEDGE THAT SHOULD I BE SELECTED TO RECEIVE GRANT FUNDS I WILL BE REQUIRED TO EXECUTE AN HISTORIC PRESERVATION COVENANT, A SECURITY AGREEMENT/MORTGAGE LIEN, AND A RELEASE & WAIVER, ALL OF WHICH I HAVE READ AND UNDERSTAND.**

SIGNATURE: ______________________

[16] To be performed by licensed contractor with historic preservation experience
[17] To be performed by licensed contractor with historic preservation experience

3026

DEED 161 PAGE 221

COUNTY OF ST. JOHNS DEED NO. 694

STATE OF FLORIDA THROUGH THE

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

(1) TO ISAAC WILLIAMS, DUNCAN JACKSON and GEORGE PAPINO, as Trustees of FOUNTAIN OF YOUTH LODGE #649 of the City of St. Augustine, County of St. Johns, State of Florida, GRANTEES

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida, and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificates hereinafter described was offered for sale on the 18 day of April, 1946, in the County of St. Johns, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of TWENTY-FIVE AND NO/100 - - DOLLARS ($ 25.00) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE,S/ ~~heirs~~ their, successors and assigns, in and to the following described land, situate, lying and being in the County of St. Johns, State of Florida, as referred to, identified and described by State and County tax sale certificates to-wit:

(4) No.	Date	DESCRIPTION	Sec. Tp. Rg. Ac.	Amount Rec'd
				$
1795	1931			
3060	1932	Lot 9, Block J, Dumas Tract,		
6512	1933	City of St. Augustine		$ 25.00

FLORIDA 1946 10

No. 3026 Filed AUG 16 1945 at 8:18 o'clock A.M. Recorded in the Public Records of St. Johns County, Florida in the book and page noted above.
HIRAM FAVER, CLERK CIRCUIT COURT
By [signature] Deputy Clerk

(5) AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one half of all petroleum and petroleum products, and title to an undivided three fourths of all other minerals which may be found on or under the said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner.

(6) AS TO ALL LANDS outside of any municipality, as of this date, there is reserved unto the State of Florida an easement for state road right of way, two hundred feet (200) feet wide, lying equally on each side of the center line of any state road existing on the date of this deed through so much of any parcel herein described as is within one hundred (100) feet of said center line.

(7) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEES and their ~~heirs~~ successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

(8) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the JUL 22 1946

(SEAL)
TRUSTEES INTERNAL IMPROVEMENT FUND

STATE OF FLORIDA BY:

[signature] GOVERNOR (SEAL)

[signature] COMPTROLLER (SEAL)

J. Edwin Larson TREASURER (SEAL)

[signature] ATTORNEY GENERAL (SEAL)

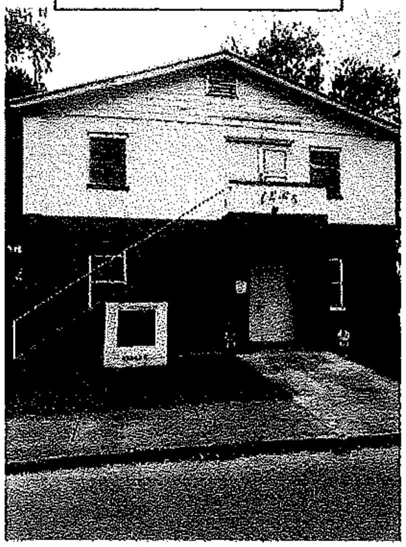
[signature] COMMISSIONER OF AGRICULTURE (SEAL)

(SEAL)
DEPARTMENT OF AGRICULTURE
1793

As and Composing the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA
WITNESS MY HAND AND OFFICIAL SEAL
THIS DAY OF 20
CHERYL STRICKLAND, CLERK
BY [signature] D.C.
CIRCUIT COURT ST. JOHNS COUNTY

Exterior – East side



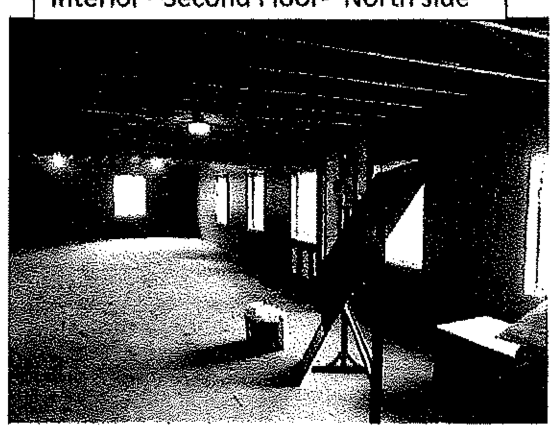
Exterior – North

Exterior – South side

Exterior – West side

Interior – Second Floor- West side

Interior –Second Floor- North side

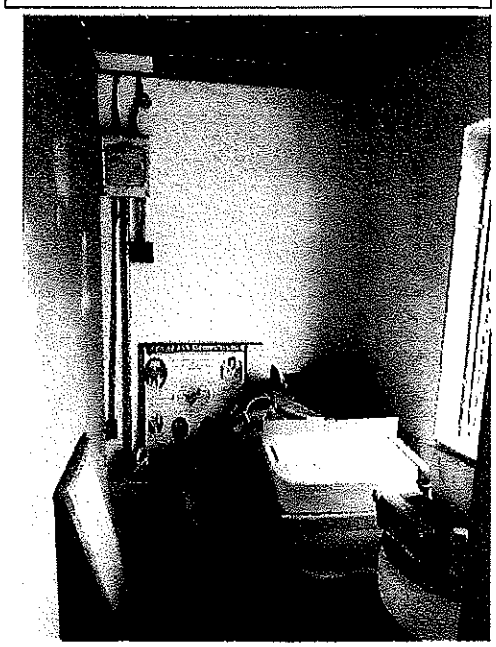


Interior – Second Floor Bathroom #1

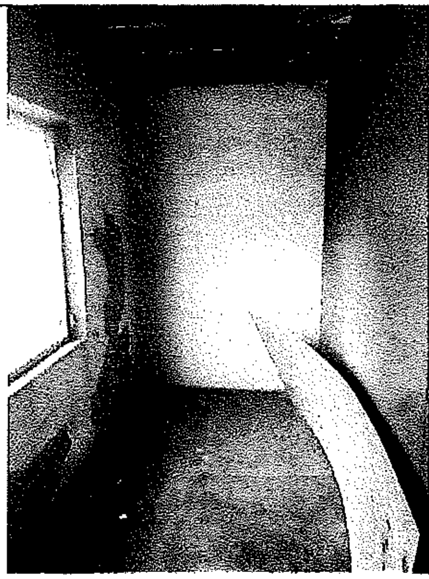
Interior – Second Floor Bathroom #2

Interior – Second Floor- East side

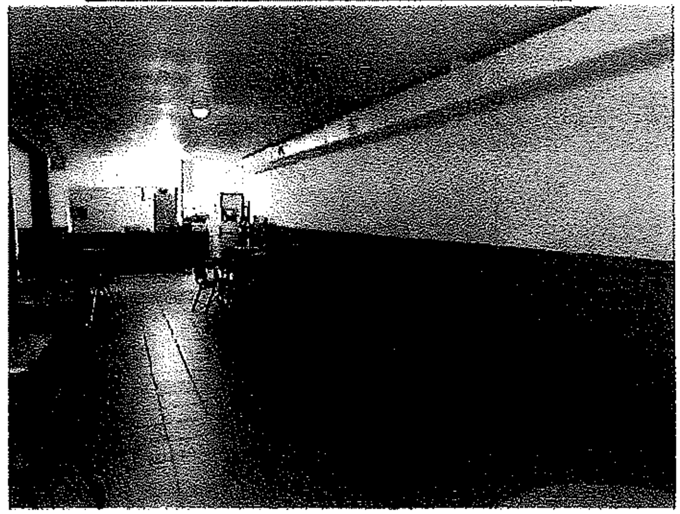
Interior – Second Floor Office #1



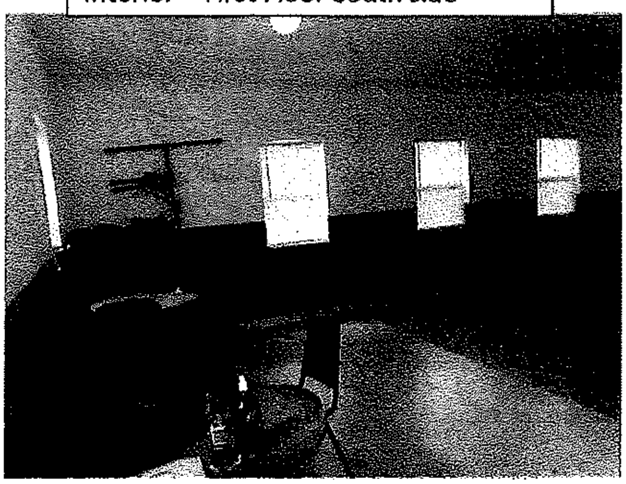
Interior – Second Floor Office #2



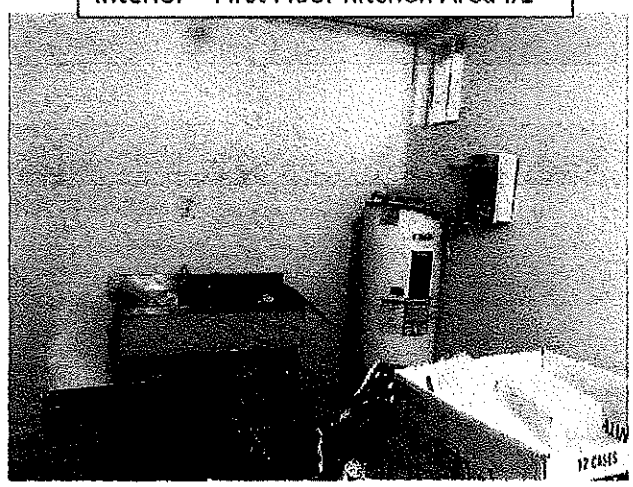
Interior – First Floor North side



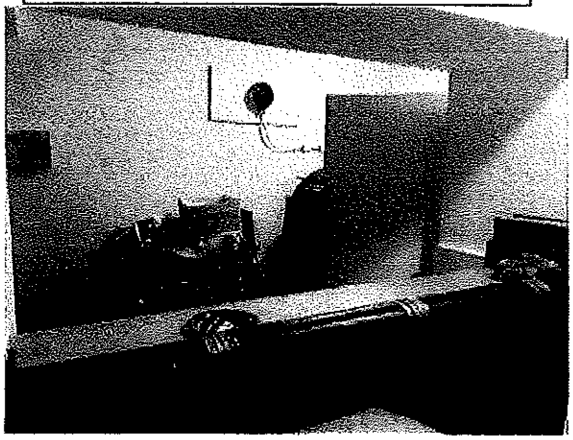
Interior – First Floor South side



Interior – First Floor Kitchen Area #1



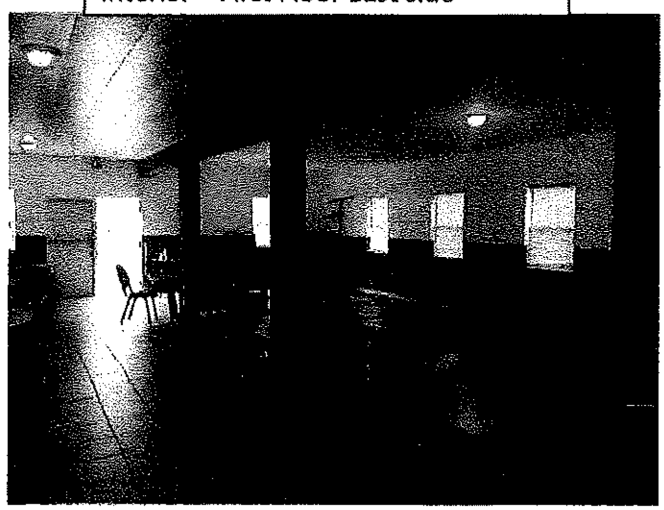
Interior – First Floor Kitchen Area #2



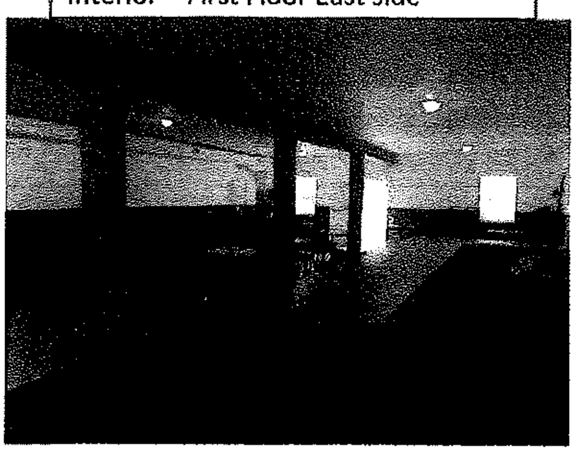
Interior – First Floor Batroom #1

Interior – First Floor Batroom #2

Interior – First Floor East side



Interior – First Floor East side



[5/18] AP

Dr. Martin Luther King, Jr. speaks during a news conference to announce "the beginning of a massive assault on segregation" in St. Augustine on June 10, 1964. At his left is Dr. Ralph Abernathy. (AP Photo)

OWNER'S AUTHORIZATION FOR AGENT

JOHN AUGUSTUS is/are hereby authorized TO ACT ON BEHALF OF the owner(s) of those lands described within the attached application, and described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's:

(check all that apply)

- [x] Historic Architectural Review Board
- [x] Planning and Zoning Board
- [x] CRA Institutional Rehabilitation Grant
- [x] City Commission/CRA

Property located at: 100 WASHINGTON STREET ST. AUGUSTINE FL 32084

By: George L Stroman
Signature of Owner

GEORGE L. STROMAN
Print Name of Owner

386-931-6881
Telephone

Sworn to and subscribed before me by means of [x] physical presence or [ ] online notarization, on this 18th day of December, 2020

Notary Public: [signature]

My Commission Expires: June 4, 2021

[x] Personally known to me **-OR-** [ ] Produced identification

Type of identification produced: ______________

Rev. 01/09/20

CITY OF ST. AUGUSTINE

RELEASE AND WAIVER

COMES NOW GEORGE L. STROMAN ("OWNER"), whose mailing address is 100 WASHINGTON STREET ST. AUGUSTINE FL 32084, who for good and valuable consideration, including the mutual promises and covenants herein contained, the adequacy and receipt of which are hereby acknowledged, hereby releases and holds harmless the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** ("CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA** ("CITY"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32084, as follows:

The OWNER, for itself, its legal representatives, heirs, officials, agents, employees and assigns hereby authorizes the repair of the church building located on the OWNER'S property, as described in **EXHIBIT "A – SCOPE OF WORK**, which is hereby incorporated by reference, and releases, waives and discharges the CITY, its officials, agents, contractors, and employees from all liability to the OWNER, its legal representatives, successors and assigns for all and any claims, including, but not limited to, torts, breach of contract, regulatory claims, wrongful death, and common law or statutory warranty claims, including reasonable attorney's fees and court costs at trial or appellate levels, to OWNER'S person or property, whether real or personal, whether caused by negligence or otherwise, arising out of the repairs described herein located on the OWNER'S property. No third-party beneficiaries are contemplated or created pursuant to the terms of this Agreement.

INDEMNIFICATION: OWNER agrees, to the extent allowed by law and except and to the extent caused by the City's gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property or the environment or bodily injury, including death, incurred or sustained by any other person or any governmental agency arising out of or incident to or in connection with the repairs described herein. OWNER recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of this indemnification in accordance with laws of the State of Florida.

DUTY TO COOPERATE: OWNER agrees to timely and completely cooperate with CITY, its officials, agents, contractors, and employees, in all aspects of the scope of work, including but not limited to, providing access to the structure and property, complying with safety protocols and access restrictions on an active worksite, and completing any necessary ancillary documentation as a condition of the Institutional Rehabilitation Program. In addition, OWNER understands and agrees that onsite contractors and subcontractors are under the supervision and control of CITY, and any OWNER questions or concerns must be directed to CITY officials and not to the on-site contractor or subcontractors. OWNER'S cooperation is a key condition of OWNER'S participation in the Institutional Rehabilitation Program, and failure to cooperate may result in suspension or termination of OWNER'S eligibility in the program.

NO WARRANTY: The CITY does not make any representation nor extends any warranties of any kind, either express, implied, statutory, or otherwise, with respect to the subject matter of this Agreement.

NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding anything to the contrary in the foregoing or within this Release and Waiver Agreement, the CITY shall not relinquish or waive any of its rights as a sovereign local government and the CITY reserves all rights and defenses under applicable sovereign immunity law.

OWNER further acknowledges that this Release and Waiver affects its legal rights and that OWNER freely, voluntarily and knowingly agrees to and executes this Release and Waiver after having received the opportunity to seek legal counsel for advice as to its legal rights and after its free and voluntary decision whether to seek legal counsel.

"OWNER"

George L. Stroman

Print: GEORGE L. STROMAN

Title: EXHAULTED RULER

Date: December 18, 2020

Signed, sealed and delivered in the presence of:

Witness

Print: Charles Thomas

Witness

Print: Nfrwi Hall

STATE OF FLORIDA
COUNTY OF St. John's

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, ________________, who is personally known to me or who has produced ________________ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 18th day of December, 2020.

Notary Public, State of Florida

Stephanie Lyman-Robinson
Comm. #GG111217
Expires: June 4, 2021
Bonded Thru Aaron Notary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A

SCOPE OF WORK

COVENANT, the CRA or the CITY will report such violation to the City Manager who shall provide written notice to OWNER of the non-performance or violation. The OWNER shall have fourteen (14) days to reply in writing to the City Manager at the following address with a proposal to bring the PROPERTY into compliance:

CITY OF ST. AUGUSTINE
ATTN: CITY MANAGER
P.O. BOX 210
ST. AUGUSTINE, FLORIDA 32085

The City Manager or designee may negotiate a mutually agreeable compliance plan. In the event that the OWNER and the City Manager cannot come to an agreement, or in the event that the OWNER will not or cannot bring the PROPERTY into compliance, the OWNER shall be required to repay the entire value of the work performed under this COVENANT. If the OWNER will not or cannot fulfill a demand of payment in the event of non-performance or violation, then the CRA or the CITY may, at its discretion, take any action allowed under the law, including foreclosure of the PROPERTY to recover the value of the work performed.

6. If the PROPERTY is damaged by accidental or natural causes during the COVENANT period, the OWNER shall inform the City Manager in writing of the damage to the PROPERTY within fourteen (14) days, including:

   i) a general description of the nature and extent of the damage;

   ii) an estimate of the cost of restoration or reconstruction work necessary to return the PROPERTY to the condition existing at the time of project completion, based on a written estimate of a licensed contractor who is competent to perform the type of work required based on the written description of the damage required in this paragraph; and

   iii) a detailed timeline for completion of the work, including estimates of dates the permits applied for, and when major construction milestones will be complete.

   The City Manager or his or her designee shall then have an additional fourteen (14) days to review the plan and notify the OWNER if he or she agrees with the estimate, proposed restoration plan and timeline. The OWNER shall complete the restoration or reconstruction work necessary to return the PROPERTY to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City Manager. If the OWNER does not perform the requirements of this paragraph, he or she shall be considered in breach of this COVENANT.

7. If accidental or natural causes destroy or severely damage the PROPERTY, including the historical integrity of the features, materials, appearance, workmanship, and environment, or architectural integrity which made the PROPERTY eligible for the CRA's institutional grant program, and the PROPERTY has been lost or so damaged that the OWNER believes that restoration is not feasible, the OWNER will notify the City Manager in writing of the loss within fourteen (14) days. The City Manager or his or her designee will evaluate the information provided and notify the OWNER within fourteen (14) days in writing of

its determination. If the City Manager agrees that natural causes have destroyed or severely damaged the PROPERTY to the extent that restoration is not feasible, the City Manager may include a release of COVENANT and any lien associated with this COVENANT, upon an affirmative vote by the City Commission or CRA. In such cases, no penalty or interest shall be assessed against the OWNER. If the City Manager or his or her designee does not agree that the PROPERTY is destroyed or so damaged that restoration is not feasible, then the OWNER shall proceed with the procedures described in Paragraph 6 herein.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment or architectural integrity which made the PROPERTY eligible for the CRA's institutional grant program have been lost or damaged deliberately or through gross negligence of the OWNER, City Manager or his or her designee shall notify the OWNER in writing. The OWNER shall have thirty (30) days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence. If the OWNER cannot show such extenuating circumstances to the satisfaction of the City Manager or his or her designee, the OWNER shall, within the thirty (30) day period, develop a plan for restoration of the PROPERTY and a schedule for completion of the restoration. Upon approval by the City Manager or his or her designee, the OWNER shall complete the restoration work necessary to return the PROPERTY to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City Manager or his or her designee. If the OWNER does not complete the restoration work on the agreed upon time schedule, the City Manager or his or her designee will either provide an extension if he or she determines an extension is warranted, or shall make a determination that the OWNER is in breach of this COVENANT.

In the event that any suit or action is instituted by the CRA or the CITY for breach of this COVENANT, including without limitation to enforce any provision in this COVENANT, the CRA or the CITY shall be entitled to recover from the OWNER all fees, costs, and expenses of enforcing any right under or with respect to this COVENANT, including without limitation, all fees, costs, and expenses of appeals.

This COVENANT is governed by and construed under the law of the State of Florida. All disputes shall be resolved exclusively in either the state court in St. Johns County, Florida or in federal court in the United States Middle District of Florida, Jacksonville Division.

Nothing herein is intended to waive or limit the CITY nor the CRA's sovereign immunity protections.

* * * ***SIGNATURES APPEAR ON THE FOLLOWING PAGE*** * * *

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

HISTORIC PRESERVATION COVENANT

THIS COVENANT ("COVENANT") is made the day of____________________, 20 , by______________________________(hereinafter referred to as "OWNER") and in favor of the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter referred to as "CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "CITY") for the purpose of the restoration, renovation, or rehabilitation of a certain property located at____________________________________St. Augustine, Florida, which has been approved for an institutional rehabilitation grant by the CRA and the CITY.

OWNER is the fee simple owner of the property more specifically described in **EXHIBIT "A"** attached hereto and incorporated herein (hereinafter referred to as "PROPERTY"). The PROPERTY is comprised essentially of grounds, collateral, appurtenances, and improvements. In consideration of the rehabilitation work funded by the CRA, the OWNER hereby agrees to the following conditions from the date of the recording of this instrument until SELECT years have passed.

1. The terms of this COVENANT run with title to the land and shall be binding on the current OWNER, transferees, and their heirs, successors, or assigns.

2. The OWNER agrees to assume the cost of the continued maintenance and repair of said PROPERTY so as to preserve the architectural and/or historical integrity of the same in order to protect and enhance those qualities that made the PROPERTY eligible for the CRA's institutional grant program.

3. The OWNER agrees that no visual or structural alterations will be made to the PROPERTY without the prior written permission of the City Manager or his or her designee. Nothing in this COVENANT shall prohibit the OWNER from developing the site in such a manner that will not threaten or damage the architectural resource, provided that permission for alteration of the site is obtained pursuant to this paragraph.

4. The OWNER agrees that the CRA or the CITY, its agents and designees, shall have the right to inspect the PROPERTY at all reasonable times in order to ascertain whether or not the conditions of this COVENANT are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the COVENANT by the OWNER or any successor-in-interest during the term of the

IN WITNESS WHEREOF, the parties hereto have executed this Covenant, this 30th day of December, 2020.

Fountain of Youth lodge, **OWNER**

Signed, sealed and delivered
in the presence of:

Witness
Print: Charles Thomas

Witness
Print: Charles H. Fordham

Signature
Print: George L Stroman
Title: EXALTED RULER

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY

By:____________________
Tracy W. Upchurch, CRA Chair

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA
a municipal corporation

By:____________________
John P. Regan, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

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

UNDER THE CITY OF ST. AUGUSTINE
INSTITUTIONAL GRANT PROGRAM

SECURITY AGREEMENT / MORTGAGE LIEN

THIS INDENTURE, made this 30th day of December, 20 20, between ______________________________, whose mailing address is ______________________________ and whose street address of the property described below is ______________________________ hereinafter referred to as "OWNER" (OWNER refers to singular or plural as the context requires), and the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter referred to as "CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA** (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the CITY through its St. Augustine Community Redevelopment Agency (CRA) has made available to OWNER under its Institutional Grant Program, funds to be used for rehabilitating historic institutionally-owned structures within the Lincolnville Community Redevelopment Area; and

WHEREAS, the parties hereto wish to preclude speculation and windfall profits from the sales of properties assisted with such funds.

NOW, THEREFORE, in consideration of the provision of financial assistance to the OWNER for building repairs and/or rehabilitation assistance on the property hereinafter described subject to the terms and conditions hereinafter provided, the OWNER has mortgaged, granted, and conveyed to CITY the land situate, lying and being in the County of St. Johns, City of St. Augustine, State of Florida, described in **EXHIBIT "A"** attached hereto and incorporated herein, hereinafter referred to as "PROPERTY", together with all improvements, replacements, and additions now or hereafter erected on the PROPERTY, and all easements, appurtenances, and fixtures now or hereafter a part of the PROPERTY, the said OWNER does hereby fully warrant the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT, HOWEVER, to the following terms and conditions each of which the OWNER hereby accepts and agrees to:

1. CRA/CITY Institutional Grant Program funds, described in **<u>EXHIBIT "B"</u>** attached hereto and incorporated herein, have been provided to or for the benefit of the OWNER to assist in the rehabilitation of the PROPERTY, the receipt whereof is hereby acknowledged by OWNER.

2. OWNER agrees that OWNER uses and maintains in the usual course of business the PROPERTY for a period of at least SELECT years from the date of this document.

3. For a period of SELECT years from the date of this document, if the PROPERTY shall be sold, refinanced, or transferred, the OWNER shall repay to the CRA/CITY the financial assistance provided to OWNER under the CRA/CITY Institutional Rehabilitation Program immediately upon the sale, refinance, or transfer of the PROPERTY.

4. OWNER understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida, and its obligations thereof shall run with title to the PROPERTY and shall encumber and burden title to the PROPERTY.

5. THE OWNER UNDERSTANDS AND AGREES THAT THIS INSTRUMENT SHALL PLACE A MORTGAGE LIEN UPON OWNER PROPERTY DESCRIBED HEREIN ABOVE AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, DEVISEES, SUCCESSORS, AND ASSIGNS OF THE OWNER.

6. In any instance where OWNER endeavors to refinance existing or obtain new mortgage(s) that are being secured by the PROPERTY, this Security Agreement may NOT be subordinated, unless agreed to in writing by the CRA/CITY.

7. The OWNER further understands and agrees that any benefit received by OWNER as a result of false or misleading information submitted to CRA/CITY or its independent contractors shall be paid back to the CRA/CITY by the OWNER immediately upon discovery of same.

8. All obligations and conditions herein and within the related HISTORIC PRESERVATION COVENANT (COVENANT) recorded in the public records of St. Johns County that are applicable to OWNER are secured by this mortgage lien PROVIDED that if the OWNER shall meet or pay all obligations described herein and in the COVENANT and shall comply with all conditions and perform all agreements set forth herein and in the COVENANT, then this mortgage lien and the estate hereby created shall cease and be null and void after a period of SELECT years from the date of this document.

**** * * Signatures Appear on the Following Page * * ****

IN WITNESS WHEREOF, OWNER has executed this instrument under seal on the day and year first above written.

"OWNER"

Signed, sealed and delivered in the presence of:

Witness

Print: Charles Thorne

Witness

Print: Charles H. Fordham

Signature

Print: George L Stroman

Title: EXALTED RULER

STATE OF FLORIDA
COUNTY OF St. John's

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

Witness my hand and official seal, this 30th day of December, ~~2019~~ 2020.

Notary Public, State of Florida

Stephanie Lyman-Robinson
Comm.#GG111217
Expires: June 4, 2021
Bonded Thru Aaron Notary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
____
CITY ATTORNEY

TO REIMBURSE THE CRA/CITY FOR THE NO-INTEREST LOAN AND TO CLEAR THE TITLE OF THIS LIEN, CONTACT CITY OF ST. AUGUSTINE HISTORIC PRESERVATION/COMMUNITY DEVELOPMENT. CASHIER CHECK OR MONEY ORDER SHOULD BE MADE PAYABLE TO CITY OF ST. AUGUSTINE, FLORIDA FOR REPAYMENT OF THE CITY OF ST. AUGUSTINE CRA INSTITUTIONAL GRANT PROGRAM LIEN.

EXHIBIT "A"

LEGAL DESCRIPTION

<u>EXHIBIT "B"</u>

INSTITUTIONAL GRANT PROGRAM FUNDS ALLOCATED

The Institutional Grant Program contains some key conditions and restrictions. These include:

- The project is a City/CRA controlled construction project. The City/CRA will contract with the contractor and direct the construction. No funds will be disbursed to the owner or its agent.
- A covenant and lien will be placed on the property for a period of time from five (5) years to twenty (20) years depending on the value of the grant(s) awarded. Multi-phased grants will require cumulative covenants and liens for each phase, if appropriated and budgeted by the City/CRA.
- The lien will not need to be paid back if all the conditions of the program are met.
- The restored structure must continue to be preserved by the owner.
- The grant is for preservation and restoration of significant physical structures that tell the story of St. Augustine. It is not for religious operations.
- Failure to cooperate with the City/CRA during construction may lead to the suspension or termination of the grant.
- The City/CRA will review all applications with staff recommendations based on approved budget.
- Projects will be evaluated in terms of historic and/or cultural significance, endangerment, and quality of preservation treatment within the scope of work.
- If there are competitive projects, additional items that will be considered include educational benefits and opportunities for public access to the property.

★ *All related documents should be read and understood before submitting this application.*

INSTITUTIONAL PROPERTIES *(excerpt from the Lincolnville Community Redevelopment Area Plan)*

Lincolnville contains numerous historic churches and other institutionally owned structures. It is the intent that the Rehabilitation Program to also provide funding to institutions that have difficulties in securing alternate funding for historic building rehabilitation. Funds would be provided in the form of a grant whose implementation procedures would be similar as residential grants. Prior to grant approval, proposed scope of work and cost estimates[16] will be submitted to staff for approval. The minimum level of rehabilitation would be the shell building without fixtures and interior finishes. Rehabilitation work[17] should use the Secretary of Interior Standards for Rehabilitation as a guideline to repair where possible and replace with matching or compatible materials. All mechanical, electrical, and plumbing systems should also be up to code. Progress reports and final staff approval will be required before the final payment.

☒ **I HEREBY ACKNOWLEDGE THAT SHOULD I BE SELECTED TO RECEIVE GRANT FUNDS I WILL BE REQUIRED TO EXECUTE AN HISTORIC PRESERVATION COVENANT, A SECURITY AGREEMENT/MORTGAGE LIEN, AND A RELEASE & WAIVER, ALL OF WHICH I HAVE READ AND UNDERSTAND.**

SIGNATURE: George L Stroman

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[16] To be performed by licensed contractor with historic preservation experience
[17] To be performed by licensed contractor with historic preservation experience