



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JULY 22, 2024 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Moment of Silence and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

- 8.A. Ordinances - Second Reading
- 8.B. Ordinances - First Reading (only if required by law)
- 8.C. Resolutions - Public Hearing (only if required by law)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

- 9.A.1. Ordinance 2024-27: Amends regulations relating to floodplain management. (R. Schauland, Building Official)

9.B. Resolutions

- 9.B.1. Resolution 2024-23: Proposed millage rate for Fiscal Year 2024-2025. (M. Breidenstein, Assistant City Manager)
- 9.B.2. Resolution 2024-24: Grants an ad valorem tax exemption for a historic property located at 30 Sanford Street and provides an effective date. (J. Courtney, Historic Preservation Officer)

10. STAFF REPORTS AND PRESENTATIONS

- 10.A. Florida Department of State-Division of Historical Resources Grant Update. (B. Moore, General Services Group Manager)
- 10.B. 2024 Conservation Program-Nominated Properties Ranking Presentation. (R. Franklin, Assistant City Manager)
- 10.C. Building for Flood Prevention Citizen Group. (A. Skinner, Director Planning and Building)
- 10.D. Abbot Tract National Register Historic District nomination update. (J. Courtney, Historic Preservation Officer)
- 10.E. Mid-Year Update for 100th Anniversary Celebration of Sister City Relationship with Avilés, Spain. (M. Wissel, Communications Director)
- 10.F. Education and Outreach Communications Campaign for Florida-Friendly Fertilizer Use on Urban Landscapes. (M. Wissel, Communications Director)
- 10.G. City Heat Safety Related Policies. (S. Slaughter, Director Utilities and Public Works)

11. ITEMS BY CITY ATTORNEY

- 11.A. Final 2024 Legislative Session Update-For information only. (A. Owen, Assistant City Attorney)

12. ITEMS BY CITY CLERK

- 12.A. Notification of two (2) upcoming term expirations-Planning & Zoning Board (PZB). (D. Galambos, City Clerk)
- 12.B. Notification of two (2) upcoming term expirations-Board of Trustees, St. Augustine Police Officers' Retirement System. (D. Galambos, City Clerk)

12.C. Request for One (1) appointment to the St. Augustine Audit Review Committee. (*D. Galambos, City Clerk*)

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA -

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DATE: August 12, 2024

- Ordinance 2024-24: Annexes nine (9) parcels of land adjacent to the Cat's Paw Marina on Nix Boatyard Road.
- Ordinance 2024-25: Amends the future land use designation of 10.38 acres of annexed property at 199 and 200 Nix Boatyard Road.
- Ordinance 2024-26: Amends the zoning designation of 10.38 acres of annexed property at 199 and 200 Nix Boatyard Road.

CA.3. Reminder of Upcoming Meetings:

- AUGUST 12, 2024, 5:00PM, Regular City Commission Meeting
- AUGUST 22, 2024, 9:00AM, Special City Commission Meeting-Budget Workshop
- AUGUST 23, 2024, 9:00AM, Special City Commission Meeting-Budget Workshop (if necessary)
- AUGUST 26, 2024, 5:00PM, Regular City Commission Meeting

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

- JUNE 24, 2024-Regular City Commission Meeting

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

- 1089 West 15th Street-John McElroy III and Sandra Barbour

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

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

Certificate of Recognition for Ms. Johnnie Mae Van's One Hundredth Birthday. (C. Garris, Commissioner)

CA.8. Quarterly Report: 3rd Quarter FY 2023-2024. (I. Lopez, City Attorney)

CA.9. Edward Byrne Memorial Justice Assistance Grant (JAG) application. (J. Michaux, Chief of Police)

CA.10. Authorizes execution of the annual Nights of Lights operating agreements between the City of St. Augustine and Old Town Trolley Tours. (C. Sakryd, Director General Services)

CA.11. Savannah Sweets and Florida Cracker Cafe Lease Approval. (B. Moore, General Services Group Manager)

End Consent Agenda

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: July 12, 2024

RE: **ORDINANCE 2024-27: FLOODPLAIN MANAGEMENT REGULATIONS**

Enclosed please find Ordinance 2024-27 amending regulations relating to floodplain management for market valuation and foundation design flood loads.

The City previously adopted a local technical amendment to the Florida Building Code and this ordinance reformats that amendment as part of the updated floodplain management regulations.

Please place Ordinance 2024-27 on the regular City Commission agenda for first reading on July 22, 2024.

Thank you.

/s/ Richard Schauland, Jr.

R. "Buddy" Schauland, Jr., CBO, CFM,
Building Official

Attachment

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

Agenda Title:

Ordinance 2024-27 amends regulations relating to floodplain management for market valuation and foundation design flood loads.

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 8 OF THE CODE OF THE CITY OF ST. AUGUSTINE; REPEALING SECTION 8-117; AMENDING SECTIONS 8-419 AND 8-460; AND CREATING SECTION 8-466 TO CONFORM TO FLORIDA BUILDING CODE REQUIREMENTS FOR FLOODPLAIN MANAGEMENT REGULATIONS AND MARKET VALUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the City Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City of St. Augustine previously adopted a local technical amendment to the Florida Building Code and is reformatting that amendment as part of the floodplain management regulations; and

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

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

Section 1. Repealing Chapter 8, Article II, Section 8-117. Chapter 8, Article II, Section 8-117 of the Code of the City of St. Augustine is hereby repealed in its entirety, as follows:

~~"Sec. 8-117. -- Amendments of the Florida Building Code, residential.~~

~~(a) The Florida Building Code, Residential, 7th Edition (2020), and all subsequent amendments and revisions, is adopted and incorporated by reference as the residential building code for the city.~~

~~(b) R322.2.3.1 Foundation requirements. In addition to the requirements of this section:~~

~~Construction documents shall include documentation that is prepared and sealed by a registered design professional that the design and methods of construction resist flood loads and meet the requirements of this section."~~

Section 2. Amending Chapter 8, Article V, Division 3, Sections 8-419. Chapter 8, Article V, Division 3, Section 8-419 of the Code of the City of St. Augustine is hereby amended, as follows:

"Sec. 8-419. - Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement";~~ and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required."

Section 3. Amending Chapter 8, Article V, Division 9, Sections 8-460. Chapter 8, Article V, Division 9, Section 8-460 of the Code of the City of St. Augustine is hereby amended, as follows:

"Sec. 8-460. - Definitions.

(...)

Market value. The value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value established by the St. Johns County Property Appraiser ~~plus ten (10) percent. adjusted to approximate market value by a factor provided by the St. Johns County Property Appraiser.~~ Appraisals by qualified independent appraisers shall not use the "income capitalization approach," which based value on the use of the property and not on the structure.

(...)"

Section 4. Creating Chapter 8, Article V, Division 10, Sections 8-466. Chapter 8, Article V, Division 10, Section 8-466 of the Code of the City of St. Augustine is hereby created, as follows:

"Sec. 8-466. - Florida Building Code, technical amendment.

Construction documents for one- and two-family dwellings in flood hazard areas shall include documentation, prepared and sealed by a registered design professional, that the foundation design accounts for site-specific flood loads."

Section 5. Inclusion in Code. The City Commission intends that the provisions of this Ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this Ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 6. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

Section 8. Effective Date. This Ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(5), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2024.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: July 12, 2024

RE: Agenda Item – FY 2025 Proposed Millage Rate Resolution #2024-23

Please place on the next regular City Commission Agenda an item for approval of the initial proposed millage rate for the City's fiscal year 2025 budget. Resolution 2024-23 is attached for discussion on July 22nd. There is no recommended change of the millage rate at this time.

Please contact me if you have any questions.

A handwritten signature in blue ink that reads "Meredith Breidenstein" followed by a stylized flourish.

Meredith Breidenstein, CPA
Assistant City Manager

Enclosures

xc: Darlene Galambos, City Clerk
Reuben Franklin, Assistant City Manager
Nicole Hall, Deputy Director, Finance

RESOLUTION NO. 2024-23

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF ST. AUGUSTINE, FLORIDA ADOPTING THE
PROPOSED LEVY OF AD VALOREM TAXES FOR
FISCAL YEAR 2024-2025.**

WHEREAS, the City Commission of the City of St. Augustine, Florida has determined the proposed millage rate of the City of St. Augustine, Florida shall be 7.5000 mills and;

WHEREAS, the City Commission of the City of St. Augustine, Florida has determined its rolled-back rate is 6.9329 mills and;

WHEREAS, the City Commission of the City of St. Augustine, Florida has determined a public hearing on the proposed millage rate and budget will be held on Thursday, September 5, 2024 at 5:05 p.m.

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

Section 1. The proposed millage rate of the City of St. Augustine, Florida, shall be 7.5000 mills for the general operating budget which constitutes the total proposed millage rate and which represents a 8.18% increase over the rolled-back rate.

Section 2. The City Manager of the City of St. Augustine, Florida is hereby directed, as Chief Executive Officer of the City of St. Augustine, Florida to appropriately notify and advise the Property Appraiser of the County of St. Johns of such proposed millage rate and public hearing date.

ADOPTED in regular session of the City Commission of the City of St. Augustine, Florida, this 22nd day of July 2024.

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: July 22, 2024

RE: **Request for Resolution 2024-024 FOR THE CITY OF ST. AUGUSTINE, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR A HISTORIC PROPERTY LOCATED AT 115 BRIDGE STREET; AND PROVIDING AN EFFECTIVE DATE.**

On June 20, 2024, the Historic Architectural Review Board (HARB) reviewed Part III of a Historic Preservation Ad Valorem Tax Exemption Application to certify the completion of rehabilitation work for 115 Bridge Street, a contributing building to the Lincolnville National Register Historic District, constructed c. 1800, and recorded in the Florida Master Site File. The HARB determined that the completed work is generally consistent with the Secretary of the Interior's Standards for Rehabilitation, and made the recommendation to the local government (St. Augustine City Commission and also St. Johns County Board of County Commissioners) that the requested tax exemption be granted.

Attached is the resolution to formally approve the exemption along with the required covenant, documents from the three-part application that was reviewed by the HARB, including Part III and portions of the Part I and II packets that were reviewed by the HARB April 21, 2022.

The Historic Preservation Ad Valorem Tax Exemption is a financial incentive that provides a 10 year exemption to the increase in property taxes that would result from qualified improvements to a historic building. This does not exempt the owner from all property taxes, only the increase resulting from the improvements made with the rehabilitation project. Because many qualified historic properties for this program are outside of the local Historic Preservation Zoning Districts (HP-1 to HP-5) and areas facing HP-1 to HP-3, that are required to follow the Architectural Guidelines for Historic Preservation, and the exterior and interior work must be generally compatible with the Secretary of the Interior's Standards for Rehabilitation, this incentive encourages property owners to perform qualified rehabilitation work to a qualifying historic property.

The Ad Valorem Tax Exemption is explained in further detail on the following page.

Please place this resolution on the agenda for the July 22, 2024 City Commission meeting. If you have any questions or need additional information, please let me know.

Julie Courtney

Julie Courtney
Historic Preservation Officer
Planning and Building Department

Historic Preservation Property Tax Exemption

In 1995 the City Commission adopted an ordinance allowing partial ad valorem tax exemptions for historic property if the property is being restored, rehabilitated or renovated according to specific guidelines¹. This exemption applies only to improvements to real property.

The exemption for qualifying properties is from ad valorem taxes levied by the City of St. Augustine on 100% of the assessed value of the improvement for 10 years².

In order to qualify for this tax exemption, the property must:

1. be individually listed in the National Register of Historic Places; or
2. be a contributing property to a National Register District; or
3. be designated a historic property or be a contributing property in a locally established historic preservation district.

Further, to qualify for this tax exemption, the improvements to a property meeting one of the above criteria must also:

1. be consistent with the United States Secretary of Interior's Standards for Rehabilitation; and
2. be determined by the Historic Architectural Review Board to meet criteria established by the Department of State.

The minimum valuation of the improvement must be \$20,000 or 50% of the assessed value of the structure before the improvement, whichever is less.

Twenty-five percent (25%) of the proposed improvement must be to the exterior or foundation of the structure.

How to Apply:

Applications for the Historic Preservation Property Tax Exemption must be made prior to the start of any construction work on the property, on forms provided by the Planning and Building Division from the Department of State. *Please speak with Historic Preservation staff before beginning the proposed work.*

The Historic Architectural Review Board must approve the plans, and the Planning and Building Division must issue a building permit for the proposed improvement before the start of any construction.

The review and approval process for the tax exemption is in addition to the building permit review process already established.

The Planning and Building Division is required to inspect the completed work to ensure that the construction has been completed as indicated on the plans submitted with the application for the tax exemption, and to ensure the continued maintenance of the improvements during the period of time that the exemption is in force.

Activating the Tax Exemption:

The review and approval authority of the Historic Architectural Review Board (HARB) and the Planning and Building Division is administrative only. Final approval for the ad valorem tax exemption rests with the City Commission.

The property owner must sign an Historic Preservation Property Tax Exemption Covenant agreeing to maintain the improvements during the period of the exemption. This covenant must then be approved by resolution of the City Commission. The approved covenant must be recorded with the deed to the property to allow the Property Appraiser to activate the tax exemption.

¹ Ordinance number 1995-20 and ordinance number 1997-61

² Ordinance number 2009-06 changed the exemption period from 5 to 10 years.

RESOLUTION NO. 2024-024

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR A HISTORIC PROPERTY LOCATED AT 115 Bridge STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of St. Augustine, Florida, is the local governing authority as prescribed by s. 196.1997, Florida Statutes, to approve an ad valorem tax exemption for a historic property; and

WHEREAS, the City Commission finds that the property located at 115 Bridge Street is owned by Bridge Street Estates LLC pursuant to (EX OR1030/631 & OR1059/1146) OR5609/1492, also known as Parcel Number 2068500000; and

WHEREAS, the property is designated as a historic property because it is a contributing property in a National Register-listed historic district; and

WHEREAS, on April 21, 2022, the Historic Architectural Review Board (HARB) for the City of St. Augustine reviewed and approved applications for work to be completed at 115 Bridge Street; and

WHEREAS, on April 30, 2024, the City of St. Augustine Building Official issued a Certificate of Completion for a complete historic renovation at 115 Bridge Street recorded as Building Permit BP2022-0168; and

WHEREAS, on June 20, 2024, the HARB for the City of St. Augustine reviewed the work completed at 115 Bridge Street, approved a certificate of completeness, and recommended the property located at 115 Bridge Street for a historic property tax exemption; and

WHEREAS, the City Commission for the City of St. Augustine has reviewed and approved the associated Historic Preservation Property Tax Exemption Covenant and hereby determines that it is in the best interest of public health, safety, and general welfare to grant a historic preservation property tax exemption;

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

Section 1. Historic Preservation Property Tax Exemption. The City Commission for the City of St. Augustine, Florida, finds that the historic property located at 115 Bridge Street meets the requirements of s. 196.1977, Florida Statutes, and hereby grants an ad valorem property tax exemption for the improvements made at 115 Bridge Street subject to the recordation of a Historic Preservation Property Tax Exemption Covenant consistent with the requirements of s. 196.1977, Florida Statutes. The property tax exemption begins January 1, 2025 and expires on December 31, 2034.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 22nd day of July 2024.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the 22 day of July, 2024, by
Bridge Street Estates LLC (hereinafter referred to as the Owner)
and in favor of the City of St. Augustine

(hereinafter referred to as the Local Government) for the purpose of the restoration,
renovation or rehabilitation of a certain Property located at 115 Bridge Street,
St. Augustine, FL 32084

A contributing structure to the Lincolnville National Register Historic District

which is owned in fee simple by the Owner and is listed in the National Register of Historic
Places or locally designated under the terms of a local preservation ordinance or is a
contributing property to a National Register listed district or a contributing property to a
historic district under the terms of a local preservation ordinance. The areas of significance
of this property, as identified in the National Register nomination or local designation report
for the property or the district in which it is located, are ☒ architecture, ☒ history,
☐ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and
improvements. The property is more particularly described as follows (include city
reference, consisting of repository, book, and page numbers): PID: 2068500000

DUMAS TRACT CITY PT OF LOT 1 ALL LOT 2 PT OF LOT 3 LOT 4 (EX S75FT) & PT OF LOT 5 BLK C (EX OR1030/631 & OR1059/1146) OR5609/1492

In consideration of the tax exemption granted by the Local Government, the Owner hereby
agrees to the following for the period of the tax exemption which is from January 1, 2025
to December 31, 2034:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said
Property so as to preserve the architectural, historical, or archaeological integrity of the
same in order to protect and enhance those qualities that made the Property eligible for
listing in the National Register of Historic Places or designation under the provisions of the
local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the ☐ Division of Historical Resources ☒ Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office, if one exists in the jurisdiction, is:

Name of Office/Agency: City of St. Augustine - Historic Preservation Division
Address: P.O. Box 210, 75 King Street
City: St. Augustine Zip: 32085
Telephone: 904.209.4283

The address of the Division of Historical Resources is:

Bureau of Historic Preservation
Division of Historical Resources
R. A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250
Telephone Number: (850) 245-6333 or (800) 847-PAST (7278)

3. *[Only for properties of archaeological significance]* The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the ☐ Division of Historical Resources ☒ Local Historic Preservation Office and appropriate representatives of the Local Government, their 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 this Covenant by the Owner or any successor-in-interest during the term of the Covenant, the ☐ Division of Historical Resources ☒ Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the ☐ Division of Historical Resources ☒ Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) 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. In order to maintain the tax exemption, 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 ☐ Division of Historical Resources ☒ Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the ☐ Division of Historical Resources ☒ Local Historic Preservation Office in writing of the loss. The ☐ Division of Historical Resources ☒ Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the

☐ Division of Historical Resources ☒ Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the ☐ Division of Historical Resources ☒ Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, “gross negligence” means the omission of care, which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, 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 ☐ Division of Historical Resources ☒ Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the ☐ Division of Historical Resources ☒ Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER

_____	_____	_____
Name	Signature	Date

LOCAL GOVERNMENT: City of St. Augustine

<u>Nancy Sikes-Kline</u>	_____	<u>July 22, 2024</u>
Name of Authorized Local Official	Signature	Date

Mayor-Commissioner

Title

115 BRIDGE STREET – Ad Valorem Tax Exemption

The following items were not included in this supporting documentation packet, due to the number of pages. They are available on the City’s website by clicking on the links below:

- **Full Part I and II Application Packets** (Reviewed at the April 21, 2022 HARB meeting):
<https://staugustinefl.portal.civicclerk.com/event/581/overview> - Item 8(a)
- **Full Part III Application Packet** (Reviewed at the June 20, 2024 HARB meeting):
<https://staugustinefl.portal.civicclerk.com/event/939/overview> - Item 6(a)
- **Part I and II STAFF REPORT and attachments** , with BEFORE photos, Florida Master Site File, Sanborn Maps, Polk City Directory Research, and other documents for HARB’s review (Reviewed at the April 21, 2022 HARB meeting):
<https://staugustinefl.portal.civicclerk.com/event/581/overview> - Item 8(a)
- **Part III STAFF REPORT and attachments**, with AFTER photos, Florida Master Site File, Sanborn Maps, Polk City Directory Research, and other documents for HARB’s review (Reviewed at the June 20, 2024 HARB meeting):
<https://staugustinefl.portal.civicclerk.com/event/939/overview> - Item 6(a)
- **A 2020 update to the Florida Master Site File for 115 Bridge Street is also available upon request.**

These documents are also on file with this application (HP2022-0027) and available to view by contacting harb@citystaug.com, the Historic Preservation Officer Julie Courtney of the Historic Preservation Division at 904.209.4283, or the Planning and Building Department at 904.825.1065.



CERTIFICATE OF COMPLETION

This certificate is to certify that the described portion of the structure has been inspected for compliance with the requirements of the 2020 Florida Building Codes and all other applicable codes.

Permit number:	BP2022-0168
Property Address:	115 Bridge St
Parcel number:	2068500000
Owner:	Bridge Street Estates LLC 5243 E GRANDVIEW RD SCOTTSDALE, AZ 85254-0000

Project Description:	Interior & Exterior Renovation/Restoration of Historical Home, New Addition, & Additional Piers added as needed to replace deficient existing piers
Contractor:	JOHN VALDES & ASSOCIATES INC

Special Conditions:	None
---------------------	------

Building Official:	Richard E. Schauland, Jr., CBO, CFM
Date of Issuance:	April 30, 2024

St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Sales Questionnaire Form

If you are a new owner of this property, please click here to submit a Sales Questionnaire

Sales Questionnaire

2022 TRIM Notice

2022 TRIM Notice (PDF)

Summary

Parcel ID	2068500000
Location	115 BRIDGE ST
Address	SAINT AUGUSTINE 32084-0000
Neighborhood	Dumas Tract with part City St Aug (622)
Tax	DUMAS TRACT CITY PT OF LOT 1 ALL LOT 2 PT OF LOT 3 LOT 4 (EX
Description*	S75FT) & PT OF LOT 5 BLK C (EX OR1030/631 & OR1059/1146) OR5609/1492
	<i>*The Description above is not to be used on legal documents.</i>
Property Use	Multi-Family (Less than 10 Units) (0800)
Code	
Subdivision	Dumas Tract
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	18.872
Acreage	1.040
Homestead	N

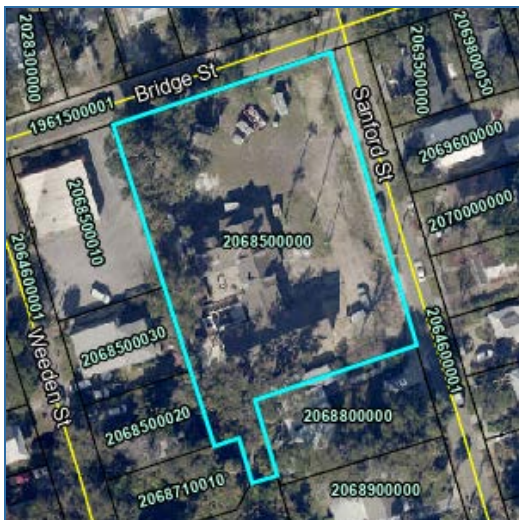
[Click Here to Open Cyclomedia Viewer in a New Tab](#)



Owner Information

Owner Name	Bridge Street Estates LLC 100%
Mailing Address	5243 E GRANDVIEW RD SCOTTSDALE, AZ 85254-0000

Map



Valuation Information

	2024
Building Value	\$198,289
Extra Features Value	\$0
Total Land Value	\$858,375
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$1,056,664
Total Deferred	\$22,619
Assessed Value	\$1,034,045
Total Exemptions	\$0
Taxable Value	\$1,034,045

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2023	\$177,041	\$0	\$763,000	\$0	\$0	\$940,041	\$940,041	\$0	\$940,041
2022	\$160,080	\$0	\$694,330	\$0	\$0	\$854,410	\$854,410	\$0	\$854,410
2021	\$120,583	\$0	\$550,550	\$0	\$0	\$671,133	\$671,133	\$0	\$671,133
2020	\$100,478	\$0	\$550,550	\$0	\$0	\$651,028	\$651,028	\$0	\$651,028
2019	\$83,699	\$0	\$555,450	\$0	\$0	\$639,149	\$639,149	\$0	\$639,149
2018	\$106,157	\$623	\$511,785	\$0	\$0	\$618,565	\$618,565	\$0	\$618,565
2017	\$108,369	\$2,407	\$460,615	\$0	\$0	\$571,391	\$490,374	\$131,017	\$440,374
2016	\$132,697	\$2,407	\$399,841	\$0	\$0	\$534,945	\$451,320	\$133,625	\$401,320
2015	\$137,901	\$2,407	\$319,875	\$0	\$0	\$460,183	\$416,749	\$93,434	\$366,749
2014	\$112,696	\$2,407	\$255,900	\$0	\$0	\$371,003	\$371,003	\$0	\$371,003
2013	\$116,794	\$2,407	\$198,323	\$0	\$0	\$317,524	\$301,065	\$66,459	\$251,065

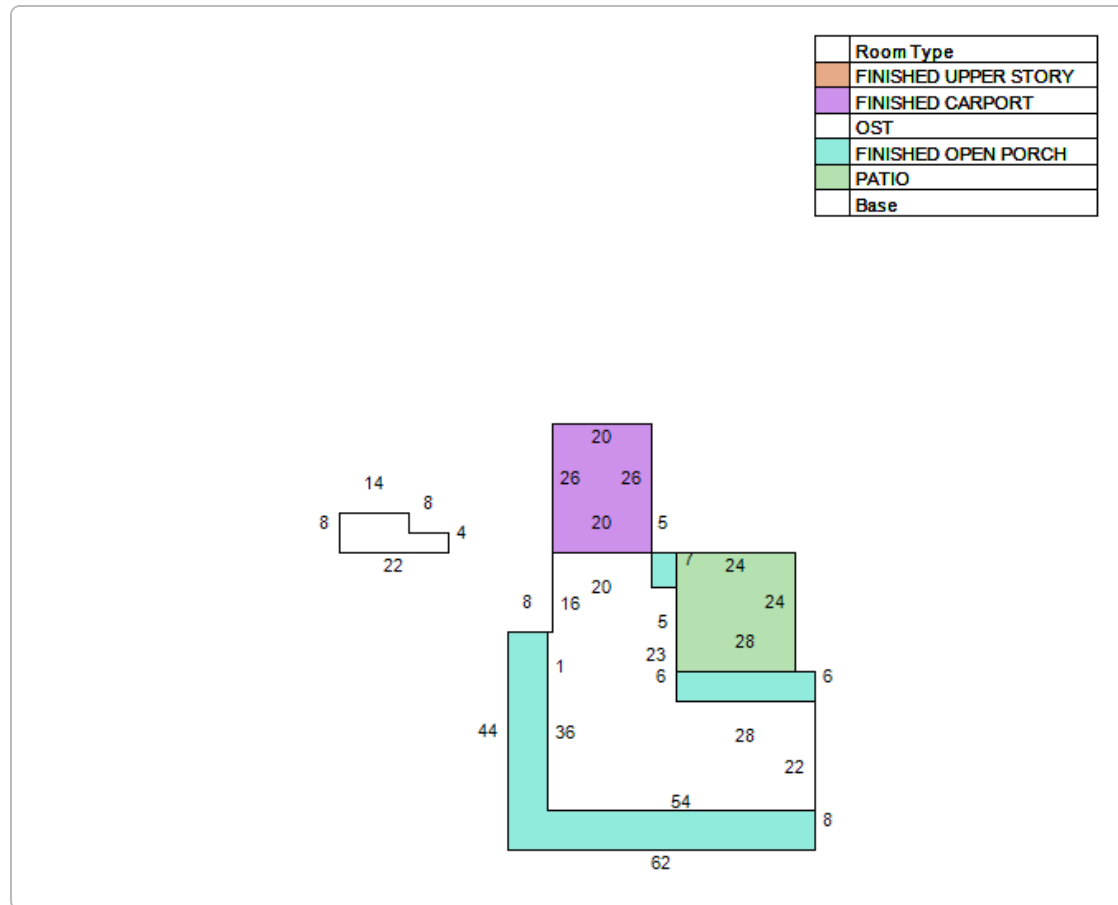
Building Information

Building	1
Building Value	\$198,289
Year Built	1900
Actual Area	5102
Conditioned Area	2875
Use	Single Family Residence
Style	01
Exterior Wall	Stucco, Wood

Roof Cover	Composite Shingle
Roof Structure	Gable Hip
Interior Flooring	Pine Wood
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	6
Baths	4

Description	Square Footage
BASE AREA	1917
PATIO/SLAB	576
FINISHED OPEN PORCH	168
FINISHED OPEN PORCH	784
OUTSIDE STAIRS	144
FINISHED OPEN PORCH	35
FINISHED CARPORT	520
FINISHED UPPER STORY	958
Total SqFt	5102

Sketch Information



Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Multi-Family (Less than 10 Units)	175	236	175	EF	\$858,375

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/15/2022	8/10/2022	\$0.00	WARRANTY DEED	5616	1129	U	I	GRIFFIN JOSEPH	BRIDGE STREET ESTATES LLC
8/3/2022	7/20/2022	\$100.00	WARRANTY DEED	5609	1492	U	I	GRIFFIN JOSEPH	BRIDGE STREET ESTATES LLC
8/6/2021	8/6/2021	\$815,000.00	WARRANTY DEED	5337	918	Q	I	ELSEN FAITH E ET AL	GRIFFIN JOSEPH
	5/8/2006	\$0.00	QUIT CLAIM DEED	2712	1005	U	I	ELSEN DAVID C *** ETAL	ELSEN DAVID C ***
	8/17/2005	\$0.00	ORDER DET HX REAL P	2516	1953	U	I	ELSEN SUSAN H D ESTATE	ELSEN DAVID C ***
	1/25/2005	\$0.00	LETTERS OF ADMN	2371	1790	U	I	ELSEN SUSAN H D ESTATE	ELSEN SUSAN H D TRUST (LETT OF ADMIN)
	9/2/1998	\$0.00	WARRANTY DEED	1347	2019	U	I	ELSEN SUSAN H	ELSEN SUSAN H D TRUSTEE
	5/15/1998	\$100.00	WARRANTY DEED	1330	198	U	I	FORRESTER PHILLIP W	ELSEN SUSAN H
	5/15/1998	\$100.00	PERSONAL REP	1330	195	U	I	FORRESTER LUCILLE ESTATE- FORRESTER KENNETH PR	ELSEN SUSAN H
	9/2/1997	\$0.00	OTHER INSTRUMENT	1261	814	U	I	FORRESTER LUCILLE (DECEASED 8/3/97)	FORRESTER LUCILLE E ESTATE (LETT OF ADMIN)
	4/6/1995	\$0.00	WILL	1261	810	U	I	FORRESTER LUCILLE	FORRESTER LUCILLE (WILL)
	12/1/1981	\$0.00		522	228	U	I		FORRESTER LUCILLE
	1/1/1980	\$0.00		477	648	U	I		

No data available for the following modules: Exemption Information, Extra Feature Information.

Department of State: Division of Corporations

[Allowable Characters](#)

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

[File Number:](#) **6270903** [Incorporation Date / Formation Date:](#) **9/29/2021**
(mm/dd/yyyy)

[Entity Name:](#) **BRIDGE STREET ESTATES LLC**

[Entity Kind:](#) **Limited Liability Company** [Entity Type:](#) **General**

[Residency:](#) **Domestic** State: **DELAWARE**

[REGISTERED AGENT INFORMATION](#)

Name: **UNITED STATES CORPORATION AGENTS, INC.**

Address: **131 CONTINENTAL DRIVE SUITE 305**

City: **NEWARK** County: **New Castle**

State: **DE** Postal Code: **19713**

Phone: **302-777-0538**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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Prepared by and return to:

The McLeod Firm

1200 Plantation Island Dr. S # 140

St. Augustine, FL 32080

Parcel Identification No 206850-0000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 20th day of July, 2022 Joseph Griffin, a/k/a Joseph Griffin, Jr. a married person, whose post office address is 5243 East Grandview Road, Scottsdale, AZ. 85254, as Grantor to Bridge Street Estates, LLC, a Florida limited liability company, whose post office address is 5243 East Grandview Road, Scottsdale, AZ 85254, of the County of Maricopa, State of Arizona, Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN AND 00/100 (10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns, Florida, to-wit:

A TRACT OF LAND IN THE CITY OF ST. AUGUSTINE BEING LOTS 1, 2, 3, 4, 5 AND 7, BLOCK C, DUMAS TRACT, AS PER OFFICIAL CITY MAP DATED 1923, EXCEPTING THEREFROM PROPERTY DESCRIBED IN DEED BOOK 231, PAGE 455, DEED BOOK 251, PAGE 160, DEED BOOK 257, PAGE 510, OFFICIAL RECORDS BOOK 1059, PAGE 1146 AND OFFICIAL RECORDS BOOK 1030, PAGE 631, ALL OF THE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such person's homestead, which is located at: 5243 East Grandview Road, S cottsdale, AZ 85254

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Both seller/transferor and buyer/transferee acknowledge this deed has been prepared without any representation, research, warranty or guarantee of authenticity or right to title or lack of defect in title or ownership. No title insurance and no abstract or opinion concerning title has occurred and no legal advice whatsoever has been provided to any party concerning the sale or transfer effected by this deed. As such, all parties to this transaction/transfer waive and release the preparer of this document from any and all liability whatsoever regarding this document and transfer/transaction, saving and excepting nothing.

This is a transfer from individual ownership to a wholly owned LLC Managed by the Grantor named herein and is therefore not subject to Documentary stamps.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

WITNESS

PRINT NAME: Tamara Griffin

[Signature]

WITNESS

PRINT NAME: Laurie Roza

[Signature]
Joseph Griffin, Jr.

STATE OF Arizona

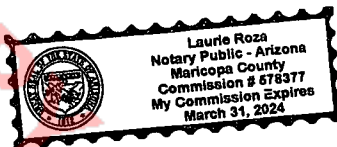
COUNTY OF maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of July, 2022, by Joseph Griffin, a/k/a Joseph Griffin, Jr..

[Signature]

Signature of Notary Public

Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification: ☒

Type of Identification US Passport

Produced: _____

This instrument was prepared by:

Wendy Keohane

Action Title Services of St. Johns County, Inc.

3670 US 1 South, Suite 110, St. Augustine, Florida 32086

File Number:23186

This Warranty Deed

Made this **August 10, 2022 A.D.** By **Joseph Griffin, a/k/a Joseph Griffin, Jr., a married man**, conveying his **separate non-homestead property**, hereinafter called the grantor, to **Bridge Street Estates LLC, a Delaware limited liability company**, whose post office address is: **5243 East Grandview Road, Scottsdale, AZ 85254**, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of **Ten Dollars and no cents (\$10.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

A TRACT OF LAND IN THE CITY OF ST. AUGUSTINE BEING LOTS 1, 2, 3, 4, 5 AND 7, BLOCK C, DUMAS TRACT, AS PER OFFICIAL CITY MAP DATED 1923, EXCEPTING THEREFROM PROPERTY DESCRIBED IN DEED BOOK 231, PAGE 455, DEED BOOK 251, PAGE 160, DEED BOOK 257, PAGE 510, OFFICIAL RECORDS BOOK 1059, PAGE 1146 AND OFFICIAL RECORDS BOOK 1030, PAGE 631 AND OFFICIAL RECORDS BOOK 1066, PAGE 1593 ALL OF THE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THIS CORRECTIVE DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 5609, PAGE 1492 OF THE SAID PUBLIC RECORDS.

Parcel ID Number: **206850-0000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

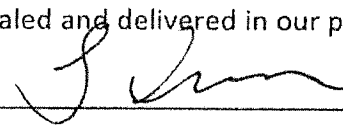
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to **December 31, 2021**.

[signature page to follow]

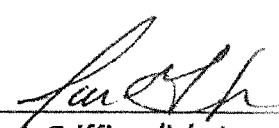
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] 

Witness Printed Name: Tamera Griffin

 (Seal)

Joseph Griffin a/k/a Joseph Griffin, Jr.

Address: 5243 E. GRANDVIEW RD

SCOTTSDALE, AZ 85254

[2] 

Witness Printed Name: Aldo Gonzalez

State of AZ

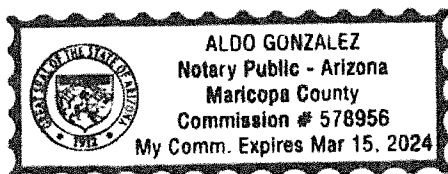
County of Maricopa

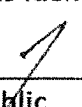
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 10, 2022, by Joseph Griffin, a/k/a Joseph Griffin, Jr., a married man, conveying his separate non-homestead property. Such person (notary must check applicable box):

☐ is / are personally known to me.

☒ produced a current driver's license as identification.

☐ produced _____ as identification.




Notary Public

Notary Print Name Aldo Gonzalez

My Commission Expires: 3.15.2024

(NOTARY SEAL)

Historic Preservation Property Tax Exemption Application

Part 3 – Request for Review of Completed work

Upon completion of the restoration, rehabilitation or renovation, return this form with photographs of the completed work (views of site improvements, exterior and interior work for buildings) to the Division of Historical Resources or the Local Historic Preservation Office, as applicable. These photographs must provide a comprehensive description of the completed work. They should be the same views as the *before* photographs included in Part 2 of the application. Type or print clearly in black ink. The final recommendation of the Division of Historical Resources or the Local Historic Preservation Office, as applicable, with respect to the requested historic preservation property tax exemption is made on the basis of the descriptions in this Request for Review of Completed Work.

1. Property identification and location:

Property Identification Number: 206850000

Address of property: Street 115 Bridge Street

City St. Augustine County St. Johns Zip Code 32084

2. Data on restoration, rehabilitation, or renovation project:

Project starting date 05/15/2022 Project completion date: 04/23/2024

Estimated cost of entire project: \$ \$3,446,565

Estimated costs attributed solely to work on historic buildings or archaeological site: \$ \$2,243,698

3. Owner Attestation: I hereby apply for the historic preservation property tax exemption for the restoration, rehabilitation or renovation work described above and in Part 2 of the Historic Preservation Property Tax Exemption Application (Application) submitted for this project. I attest that the information provided is, to the best of my knowledge, correct, and that in my opinion the completed project conforms to The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and is consistent with the work described in Part 2 of the Application. I also attest that I am the owner of the property described above or, if the property is not owned by an individual, that I am the duly authorized representative of the owner. Further, by submission of this Application and Request for Review of Completed Work (Request), I agree to allow access to the property by representatives of the Division of Historical Resources or the Local Historic Preservation Office, where such office exists, and appropriate representatives of the local government from which the exemption is being requested, for the purpose of verification of information provided in the Application and this Request. I understand that, if the requested exemption is granted, I will be required to enter into a Covenant with the local government granting the exemption in which I must agree to maintain the character of the property and the qualifying improvements for the term of the exemption. I also understand that falsification of factual representations in this Application or Request is subject to criminal sanctions pursuant to the Laws of Florida.

Name Joe Griffin Signature [Signature] Date 5/15/24

Complete the following if signing for an organization or multiple owners (See next page for additional owners):

Title Owner Organization name Bridge Street Estates Inc.

Mailing Address 2800 N. 6th Street

City St. Augustine State FL Zip Code 32084

Daytime Telephone Number (602) 882-1979

Page Eleven – Request for Review of Completed Work

List Additional Owners:

Name _____

Street _____

City _____ State _____ Zip Code _____

Name _____

Street _____

City _____ State _____ Zip Code _____

Name _____

Street _____

City _____ State _____ Zip Code _____

If there are additional owners, provide the indicated information for each on a separate sheet of paper.

REVIEW OF COMPLETED WORK
For Local Historic Preservation Office or Division Use Only

Property Identification Number 2068500000

Property Address 115 Bridge Street

The ☒ Local Historic Preservation Office ☐ Division has reviewed Part 3 (Request for Review of Completed Work) of the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

☒ Determines that the completed improvements to the property **are consistent with the Secretary of the Interior's Standards for Rehabilitation** and Guidelines for Rehabilitating Historic Buildings, and other criteria set forth in Chapter 1A-38, F.A.C., and, therefore, **recommends approval** of the requested historic preservation tax exemption.

☐ Determines that the completed improvements to the above referenced property **are not consistent with the Secretary of the Interior's Standards for Rehabilitation** and Guidelines for Rehabilitating Historic Buildings, and other criteria set forth in Chapter 1A-38, F.A.C., and, therefore, **recommends denial** of the requested historic preservation tax exemption for the reasons stated in the Review Comments below.

Review Comments: Please see the attached Historic Architectural Review Board (HARB) final order
dated June 20, 2024 and staff report.

Page Twelve – Request for Review of Completed Work

Additional Review Comments attached? Yes ☒ No ☐

Signature

Julie E. Courtney

Typed or printed name Julie E. Courtney

Title Historic Preservation Officer

Date June 20, 2024

BEFORE THE
HISTORIC ARCHITECTURAL REVIEW BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

- | | |
|---|--|
| ☐ Certificate of Appropriateness | ☐ Certificate of Completeness and |
| ☐ Certificate of Demolition | Recommendation for Historic Property Tax |
| ☐ Certificate of Relocation | Exemption |
| ☒ Certificate of Appropriateness for
Preservation Approach for Ad Valorem
Tax Exemption | ☐ Opinion of Appropriateness |

IN THE MATTER OF:

Case No.: HP2024-0028
Applicant: Paul L. Weaver, III
Owner: Bridge Street Estates Inc./Joe Griffin
Address: 115 Bridge Street
Parcel Number: 2068500000

Re: Certificate of Appropriateness, pursuant to Section 28-89, City of St. Augustine Code, To review part III of a Historic Preservation Ad Valorem Tax Exemption Application including completed restoration and rehabilitation of existing architectural elements for a building constructed ca. 1800 that is recorded in the Florida Master Site File and contributing to the Lincolnville National Register Historic District.

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON THURSDAY, JUNE 20, 2024, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant or representative ☒ was present at the Thursday, June 20, 2024, Historic Architectural Review Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☐ members of the public testified under oath, or ☒ no members of the public spoke on this issue.
3. The subject property has a zoning classification of Residential Single-Family-Two (RS-2)
4. The above-described Certificate of Appropriateness is subject to Section 28-89 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Historic Architectural Review Board determined that the requested action **MEETS / DOES NOT MEET** the requirements of Section 28-89, City of St. Augustine Code, and **APPROVES / DENIES / CONTINUES** the Applicant's request To review part III of a Historic Preservation Ad Valorem Tax Exemption Application including completed restoration and rehabilitation of existing architectural elements for a building constructed ca. 1800 that is recorded in the Florida Master Site File and contributing to the Lincolnville National Register Historic District.

Subject to the following conditions:

- meets SOIS for Rehabilitation
- Meets Dept. of State Standards
- Recommends Moving to CC.
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 20th day of June, A.D., 2024, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

Case No. HP2024-0028

REQUEST

APPROVED / DENIED / CONTINUED

Sign Name

Gaere MacDonald

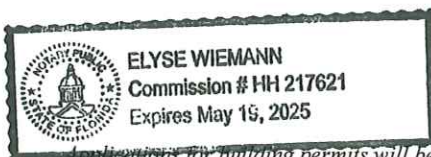
Print Name

HISTORIC ARCHITECTURAL REVIEW BOARD
CITY OF ST. AUGUSTINE, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 20th day of June, A.D., 2024.



Elyse Wiemann
Notary Public, State of Florida

Applications for building permits will be required and must be submitted electronically with formalized digital signature. HARB documents are not accepted for issuance of a building permit and must meet all city standards prior to issuance.



CITY OF ST. AUGUSTINE
HISTORIC ARCHITECTURAL REVIEW BOARD APPLICATION



Ad Valorem Tax Exemption

Case Number: HP2024-0028

Meeting Date: Thursday, June 20, 2024

1. NAME OF APPLICANT: Paul L. Weaver, III
Business (if applicable):
Address: 5 Milton St.
City: ST AUG State: fl Zip Code: 32084
Daytime Telephone: 9043476090 E-Mail Address: hpa007@aol.com
2. NAME OF PROPERTY OWNER: Bridge Street Estates Inc./Joe Griffin
Business (if applicable):
Address: 2800 N. 6th Street, #724
City: St. Augustine State: FL Zip Code: 32084
Daytime Telephone: 602 882-1979 E-Mail Address: joegriffin@gmail.com
3. PROJECT LOCATION: 115 BRIDGE ST, Saint Augustine, 32084
4. LEGAL DESCRIPTION:

DUMAS TRACT CITY PT OF LOT 1 ALL LOT 2 PT OF LOT 3 LOT 4
(EXS75FT) & PT OF LOT 5 BLK C (EX OR1030/631 &
OR1059/1146)OR5609/1492
5. SCOPE OF WORK:

To review part III of a Historic Preservation Ad Valorem Tax Exemption Application including completed restoration and rehabilitation of existing architectural elements for a building constructed ca. 1800 that is recorded in the Florida Master Site File and contributing to the Lincolnville National Register Historic District.

Information attached by applicant includes:

- Ad Valorem Tax Exemption Application Form
- Photos
- Maps
- Plans



Owner's Authorization For Agent

John Valdes is/are hereby authorized TO ACT ON BEHALF
OF Bridge Street Estates LLC (Joe Griffin), the owner(s) of those lands described within
☒ the attached application, or ☐ described within the previously filed
Application number: _____, and as described in the attached deed or
other such proof of ownership as may be required, in applying to the City
of St. Augustine's Historic Architectural Review Board, for an application
related to the structure located at:
115 Bridge St., St. Augustine, FL 32084

BY: [Signature]
Signature of Owner
Joe Griffin
Print Name of Owner
602-882-1979
Telephone Number

State of Florida

County of St. Johns

Signed and sworn before me on this 11th day of June, 2024.

By Joe Griffin

Identification verified: drivers License

Oath sworn: ☒ Yes ☐ No



Notary Signature: Brooke Brownlee

My Commission expires: 11/19/2026

	Old Portion Cost	Old Portion Interior	Old Portion Exterior
John Valdes & Associates Costs			
231 - Permitting	\$ 8,263	\$ 4,132	\$ 4,132
238 - Other Permitting	\$ 2,089	\$ 1,045	\$ 1,045
262 - Site Set Up / Security Material	\$ 417	\$ -	\$ 417
262 - Site Set Up / Security Labor	\$ 263	\$ -	\$ 263
265 - Temporary Fencing	\$ 680	\$ -	\$ 680
265 - Temporary Fencing Labor	\$ 258	\$ -	\$ 258
270 - Temporary Utility	\$ 2,785	\$ -	\$ 2,785
290 - Land Clearing/Yard Work	\$ 2,935	\$ -	\$ 2,935
295 - Tree Service	\$ 2,425	\$ -	\$ 2,425
280 - Demolition	\$ 66,391	\$ 33,195	\$ 33,195
280 - Demolition Labor	\$ 15,125	\$ 7,563	\$ 7,563
305 - Fill Dirt	\$ -	\$ -	\$ -
308 - Tent Fumigation	\$ 9,491	\$ 4,746	\$ 4,746
320 - Concrete Material	\$ 143,353	\$ 14,335	\$ 129,018
320 - Concrete Labor	\$ 27,583	\$ 2,758	\$ 24,824
343 - Masonry Equipment Rentals	\$ 2,858	\$ 286	\$ 2,573
344 - Scaffolding	\$ -	\$ -	\$ -
380 - Rough Carpentry Material	\$ 134,581	\$ 121,122	\$ 13,458
380 - Rough Carpentry Labor	\$ 279,091	\$ 251,182	\$ 27,909
383 - Equipment Rentals	\$ 3,650	\$ 1,825	\$ 1,825
386 - Structural Hardware Material	\$ 15,026	\$ 15,026	\$ -
386 - Structural Hardware Labor	\$ 358	\$ 358	\$ -
400 - Roofing	\$ 56,024	\$ -	\$ 56,024
410 - Doors Material	\$ 11,592	\$ -	\$ 11,592
410 - Doors Labor	\$ 2,096	\$ -	\$ 2,096
415 - Garage Doors	\$ -	\$ -	\$ -
420 - Window Material	\$ 50,899	\$ -	\$ 50,899

	Old Portion Cost	Old Portion Interior	Old Portion Exterior
420 - Window Labor	\$ 7,926	\$ -	\$ 7,926
431 - Exterior Millwork Labor	\$ 3,931	\$ -	\$ 3,931
435 - Wood Siding & Trim Material	\$ 5,731	\$ -	\$ 5,731
435 - Wood Siding & Trim Labor	\$ 954	\$ -	\$ 954
479 - Gutters	\$ 1,495	\$ -	\$ 1,495
500 - Insulation	\$ 13,836	\$ 13,836	\$ -
510 - Drywall	\$ 26,486	\$ 26,486	\$ -
510 - Drywall Labor	\$ 530	\$ 530	\$ -
520 - Finish Carpentry Material	\$ 53,229	\$ 53,229	\$ -
520 - Finish Carpentry Labor	\$ 129,030	\$ 129,030	\$ -
525 - Interior Door Materials	\$ 8,089	\$ 8,089	\$ -
530 - Interior Trim Material	\$ 4,222	\$ 4,222	\$ -
530 - Interior Trim Labor	\$ 1,573	\$ 1,573	\$ -
535 - Wood Stair & Rail Material	\$ 286	\$ 286	\$ -
535 - Wood Stair & Rail Labor	\$ 5,586	\$ 5,586	\$ -
539 - Fireplace Mantle / Trim Material	\$ 314	\$ 314	\$ -
539 - Fireplace Mantle / Trim Labor	\$ 861	\$ 861	\$ -
540 - Vanities Labor	\$ 3,960	\$ 3,960	\$ -
546 - Countertop Material	\$ 19	\$ 19	\$ -
546 - Countertop Labor	\$ 560	\$ 560	\$ -
550 - Exterior Painting	\$ 54,588	\$ -	\$ 54,588
550 - Exterior Painting EXTRAS	\$ 11,725	\$ -	\$ 11,725
553 - Interior Painting	\$ 34,125	\$ 34,125	\$ -
570 - Tile	\$ 46,366	\$ 46,366	\$ -
580 - Tile Material	\$ -	\$ -	\$ -
580 - Tile Labor	\$ 306	\$ 306	\$ -
582 - Wood Flooring	\$ 33,568	\$ 33,568	\$ -
593 - Shower Enclosure	\$ 4,696	\$ 4,696	\$ -
597 - Closet System Material	\$ 49	\$ 49	\$ -

	Old Portion Cost	Old Portion Interior	Old Portion Exterior
597 - Closet System Labor	\$ 3,930	\$ 3,930	\$ -
740 - Exterior Wood Structure Material	\$ 32,994	\$ -	\$ 32,994
740 - Exterior Wood Structure Labor	\$ 24,430	\$ -	\$ 24,430
600 - Plumbing	\$ 53,616	\$ 42,893	\$ 10,723
606 - Gas Transmission System	\$ 529	\$ 476	\$ 53
608 - Hot Water Heaters	\$ -	\$ -	\$ -
610 - HVAC	\$ 56,003	\$ 28,001	\$ 28,001
620 - Electric	\$ 92,552	\$ 74,041	\$ 18,510
770 - Landscape/Yard Work	\$ -	\$ -	\$ -
775 - Irrigation Systems Material	\$ -	\$ -	\$ -
775 - Irrigation Systems Labor	\$ -	\$ -	\$ -
780 - Pools/Spa Construction	\$ 130,810	\$ -	\$ 130,810
836 - Photography / Video	\$ -	\$ -	\$ -
810 - Rough Clean Up Labor	\$ 1,416	\$ 708	\$ 708
810 - Job site clean up / debris removal	\$ 7,717	\$ 3,858	\$ 3,858
811 - Trash Removal / Dumpster	\$ 12,221	\$ 6,111	\$ 6,111
815 - Final Cleaning	\$ 1,250	\$ 625	\$ 625
Totals (John Valdes & Associates, Inc.)	\$ 1,709,739	\$ 985,905	\$ 723,834
Site Supervision	\$ 16,137	\$ 9,305	\$ 6,832
John Valdes & Associates, Inc. Overhead	\$ 172,588	\$ 99,521	\$ 73,067
John Valdes & Associates, Inc. Profit	\$ 189,385	\$ 109,207	\$ 80,178
John Valdes & Associates Costs	Old Portion Cost	Old Portion Interior	Old Portion Exterior
Total Cost to Date	\$ 2,087,848	\$ 1,203,938	\$ 883,910
*Minus: 780 - Pools/Spa Construction (\$130,810)	\$ 1,957,038		\$ 753,100

(Staff note)

*(Staff notes: Highlighted items below indicates other costs related to project included in Grand Total marked with * in Right Columns:)

					Old Portion Cost Totals (continued)	Old Portion Exterior (continued)
					\$1,957,038	\$ 753,100
Bridge Street LLC / Joe Griffin Direct Costs		Old Portion Cost	Old Portion Interior	Old Portion Exterior		
Cabinets	\$ 6,751	\$ 6,751	\$ -	\$ 6,751		
Granite	\$ 5,419	\$ 5,419	\$ -	\$ 5,419		
Appliances	\$ 1,812	\$ 1,812	\$ -			
Landscaping	\$ 75,589	\$ -	\$ 75,589	\$ 75,589	\$ 75,589	\$ 75,589
Lighting	\$ 24,276	\$ -	\$ 24,276	\$ 24,276	\$ 24,276	\$ 24,276
Fencing	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Mural	\$ -	\$ -	\$ -			
Design (Anastasia)	\$ 5,000	\$ 5,000	\$ -			
Architect	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000
Gas Tanks (Courtesy Gas)	\$ 2,169	\$ -	\$ 2,169	\$ 2,169	\$ 2,169	\$ 2,169
		Old Portion Cost	Old Portion Interior	Old Portion Exterior	Old Portion Cost Totals	Old Portion Exterior
Grand Total Construction Costs		\$ 2,303,864	\$ 1,232,920	\$ 1,070,944	*\$2,166,242	*\$ 940,133

Additional Costs				
Paul Weaver, Historic Property Associates, Inc	\$ 11,000	\$ 5,500	\$ 5,500	
Misc. Furnishings	\$ 168,750	\$ 151,875	\$ 16,875	
Approx. loan carrying costs during construction	\$ 150,000	\$ 75,000	\$ 75,000	
Insurance and Taxes	\$ 59,200	\$ 29,600	\$ 29,600	
Original Purchase Price of Land/Property	\$ 815,000	\$ -	\$ 815,000	

Grand Total of All Costs	\$ 3,507,814	\$ 1,494,895	\$ 2,012,919
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Approved
These plans have been reviewed and found to be in substantial compliance with the provisions of the 2020 Florida Building Code and the City of St. Augustine building ordinances. Any deviations or revisions to these plans must be approved by the City of St. Augustine Building Official.
Richard "Buddy" Schauland 07/12/2022

APPROVED

Historic Preservation
Julie Courtney
August 19, 2022

APPROVED

These plans have been reviewed for compliance with the City of St. Augustine Land Use & Development Codes. Any deviation from these plans or specifications related to the above codes must be reviewed and approved in advance in writing by the Planning & Building Department.
An approved set of these plans must be kept on the job site at all times.
Jacob Fredriksson 07/15/2022

PERMIT PLANS BUILDING RENOVATIONS + ADDITIONS TO THE GRIFFIN RESIDENCE "YAHALLA" 115 BRIDGE ST. ST. AUGUSTINE, FL.

BUILDING FOOTAGE INFORMATION

1st FLOOR CONDITIONED SPACE 1,363 Sq. Ft.
2nd FLOOR CONDITIONED SPACE 1,460 Sq. Ft.
PORCH 156 Sq. Ft.
NEW ADDITION 240 S.F.
GARAGE 120 S.F.
2nd FLOOR LOFT 300 S.F.
PORCHES 240 S.F.

STRUCTURE INFORMATION

MEAN ROOF HEIGHT 0'-0"
TOTAL ROOF HEIGHT 0'-0"
NUMBER OF STORIES 1 1/2

TYPE OF CONSTRUCTION

TYPE VB
PROJECT IS LOCATED EAST OF I-95
WIND-BORNE DEBRIS PROTECTION IS REQUIRED

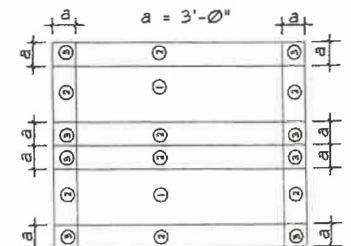
WIND ZONE INFORMATION

THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH 4 MEETS THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2020 1th EDITION

1. BASIC WIND SPEED (3 SECOND GUSTS) 130 MPH.
2. WIND IMPORTANCE FACTOR 1.0
3. WIND EXPOSURE CATEGORY B
4. INTERNAL PRESSURE COEFFICIENT 1/8 OR -1/8
5. COMPONENT & CLADDING WIND LOADS lbs/sq.ft.

HEIGHT AND EXPOSURE ADJUSTMENT COEFFICIENTS = 1.00

	EFFECTIVE WIND AREA FL Sq.					
	10	20	50	100	200	500
ROOF	10.5	-23.9	10.0	-25.2	10.0	-24.4
	24.3	10.5	-43.5	10.0	-38.8	10.0
WALL	4	25.9	-28.1	24.7	-26.9	23.3
	5	25.9	-34.7	24.7	-32.4	23.3
ROOF OVERHANG	10	-37.3	-36.7	-35.2	-33.1	-33.1
		-6.15	-48.3	-30.8	-11.6	-11.6



NOTES:

1. FOR EFFECTIVE AREAS BETWEEN THOSE GIVEN ABOVE THE LOAD MAY BE INTERPOLATED BY THE DESIGNER. OTHERWISE USE THE LOAD ASSOCIATED WITH THE LOWER EFFECTIVE AREA.
2. SEE FIGURES FOR LOCATION OF ZONES.
3. PLUS AND MINUS SIGNS SIGNIFY PRESSURE ACTING TOWARD AND AWAY FROM THE BUILDING SURFACES.

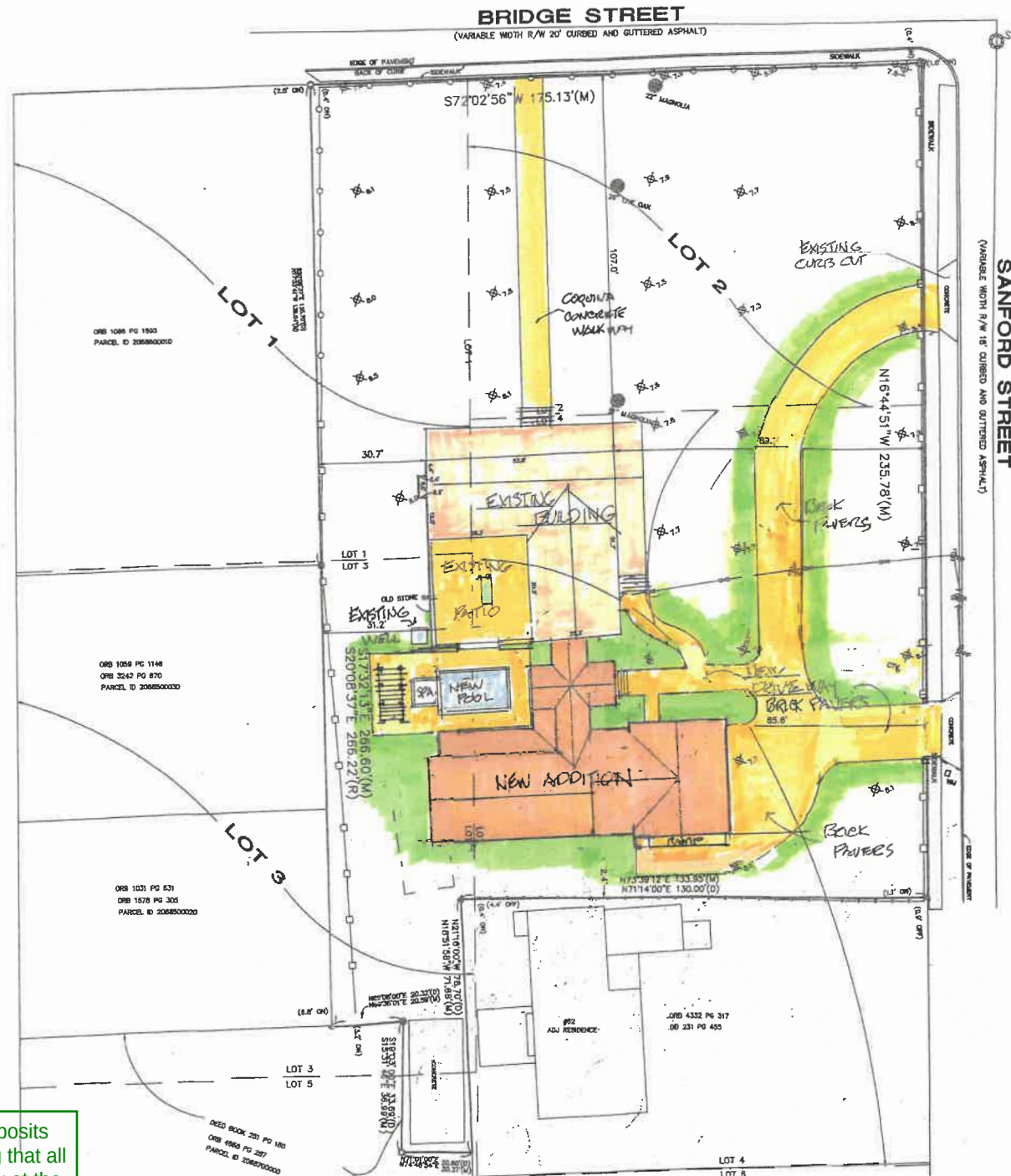
CODE ANALYSIS

THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH 4 MEETS THE REQUIREMENTS OF:
BUILDING - FLORIDA BUILDING CODE, BUILDING 2020 1th EDITION
PLUMBING - FLORIDA BUILDING CODE, PLUMBING 2020 1th EDITION
MECHANICAL - FLORIDA BUILDING CODE, MECHANICAL 2020 1th EDITION
LIFE SAFETY - NATIONAL FIRE PREVENTION ASSOC. CODE, LATEST EDITION
FIRE CODE - FLORIDA FIRE PREVENTION CODE 1th EDITION
HANDI-CAP CODE - FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY, 2020 1th EDITION
ACCESSIBILITY CODE - FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY, 2020 1th EDITION
ENERGY CODE - FLORIDA BUILDING CODE, ENERGY CONSERVATION, 2020 1th EDITION
NATIONAL ELECTRIC CODE CURRENT EDITION

LIST OF DRAWING

- A-1 SITE PLAN
- A-2 FIRST FL. DEMOLITION PLAN
- A-3 SECOND FL. DEMOLITION PLAN
- A-4 NORTH & EAST ELEVATIONS
- A-5 SOUTH & WEST ELEVATIONS
- A-6 EXISTING SECTIONS
- A-7 PROPOSED FIRST FLOOR PLAN
- A-8 PROPOSED SECOND FLOOR PLAN
- A-9 PROPOSED ELEVATIONS
- A-10 PROPOSED ELEVATIONS
- A-11 FOUNDATION PLAN
- A-12 FLOOR FRAMING PLAN
- A-13 ROOF FRAMING PLAN
- A-14 BUILDING SECTIONS
- A-15 DETAIL WALL SECTION
- A-16 DETAIL WALL SECTION
- A-17 DETAIL WALL SECTION
- E-1 FIRST FLOOR ELEVATION PLAN
- E-2 SECOND FLOOR ELEVATION PLAN

WEEDEN STREET
(VARIABLE WIDTH R/W 16' CURBED AND GUTTERED ASPHALT)



STRUCTURAL NOTES

1. DESIGN LOADS:
 - A. ROOF LIVE LOADS 16 psf.
 - B. FLOOR LIVE LOADS 40 psf.
 - C. WIND LOADS 130 mph.(FL. BLDG. CODE 2020)
2. MATERIAL:
 - A. CONCRETE: DESIGN AND CONSTRUCTED PER ACI 318-05
- ITEM COMPRESSIVE STRENGTH # 28 DAYS
- SLAB 2500 P.S.I.
- CMU FILLED CELLS & BEAMS 2500 P.S.I.
3. REINFORCING STEEL: CONFORM TO ASTM A-633 GAGE 60
4. STRUCTURAL STEEL: DESIGN PER CURRENT ADDITION OF AISC
1. SHAPES AND PLATES CONFORM TO ASTM A-36
2. WELDING CONFORM TO "AISC D11, STRUCTURAL WELDING CODE"
3. ANCHOR BOLTS AND STEEL TO WOOD SHALL CONFORM TO ASTM A-307
4. WELDED CONNECTIONS NOT SHOWN ON DRAWING SHALL HAVE ALL CONTACTING STEEL SURFACES CONTINUOUS WELDED WITH SUFFICIENT WELD TO FULLY DEVELOP THE THINNER MATERIAL.
5. FRAMING LUMBER: SOUTHERN PINE PER NFPA, NATIONAL DESIGN SPECS. FOR WOOD CONSTRUCTION.
1. SAWN LUMBER 2x4 THRU 2x12 SHALL BE SOUTHERN PINE NO. 2 @ 15% H.C.
2. INTERIOR WALL STUDS SHALL BE SPRUCE-PINE-FIR NO. 2
3. LVL BEAMS SHALL BE SOUTHERN PINE FD-2400 P.S.I.
4. SAWN LUMBER 4x4 AND LARGER SHALL BE SOUTHERN PINE NO. 1 @ 15% H.C.
6. WOOD FLOOR & ROOF TRUSSES: DESIGN BY THE MANUFACTURER TO SUPPORT DEAD, WIND AND LIVE LOADS.
1. MANUFACTURER SHALL SUBMIT ERECTION DRAWINGS FOR REVIEW BEFORE FABRICATING TRUSSES.
2. ERECTION DRAWINGS SHALL SHOW ALL LATERAL AND DIAGONAL BRACING AS REQUIRED IN THE TRUSS SYSTEM.
3. TRUSS TO TRUSS CONNECTIONS SHALL BE DESIGNED BY THE MANUFACTURER.
7. FLYWOOD ROOF AND WALL SHEATHING:
 - CONFORM TO THE AMERICAN FLYWOOD ASSOC. STANDARDS AND SHALL BE AP C-D INT. WITH EXTERIOR GLUE (GDX) MIN.
8. CONCRETE MASONRY UNITS: CONFORM TO ASTM C-90.
- MORTAR SHALL BE TYPE M OR S.
9. WOOD FRAMING ANCHORS AND HURRICANE TIE CLIPS SHALL BE "GO-BOLTS" OR EQUAL.
4. CONCRETE MASONRY UNITS:
 - A. ALL CMU SHALL HAVE #5 BAR VERTICAL WITH CELL FILLED WITH CONCRETE AS SHOWN ON DRAWINGS.
 - B. ALL CMU SHALL HAVE HORIZONTAL JOINT REINFORCING SPACED 16" O.C. VERTICAL REINFORCING SHALL BE FABRICATED FROM 3 GAUGE GALVANIZED WIRE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMP. BRACING UNTIL THE ENTIRE STRUCTURE IS PLUMB AND SECURED IN PLACE.
6. SHEATHING NAILING:
 - A. ROOF SHEATHING SHALL BE NAILED AS FOLLOWS:
 - 8d RING SHANK NAILS
 - 8d NAILS @ 6" O.C. AT PANEL EDGES.
 - 8d NAILS @ 9" O.C. AT ALL INTERMEDIATE SUPPORTS.
 - 8d NAILS @ 4" O.C. AT ALL SUPPORTS WITHIN 4'-0" OF EDGES.
 - B. PORCH CEILING OR SUB CEILING WITH RING SHANK NAILS:
 - 8d NAILS @ 4" O.C. AT PANEL EDGES.
 - 8d NAILS @ 8" O.C. AT ALL INTERMEDIATE SUPPORTS.
 - C. ALL EXTERIOR WALLS BETWEEN OPENINGS AND AT CORNERS SHALL BE SHEAR WALL SEGMENTS.
 - PLYWOOD NAILING TO BE: 8d NAILS @ 6" O.C. EACH SHEAR WALL SEGMENT SHOULD HAVE 1/2 @ THREADED ROD WITHIN 8" OF SHEAR WALL.
7. CMU WALL OPENING HEADS, JAMBS, AND WINDOW SILLS SHALL BE 2x6 MIN. P.T. WITH 1/4" DIA. x 3/4" LONG "TAPCONS" @ 18" O.C.
8. ALL EXTERIOR WINDOWS AND DOORS SHALL MEET 130 MPH WIND SPEED. WIND BORNE DEBRIS PROTECTION REQUIRED: IMPACT RESISTANT WINDOWS OR SHUTTERS BY ARCHITECT OR CONTRACTOR.

LES THOMAS
ARCHITECT

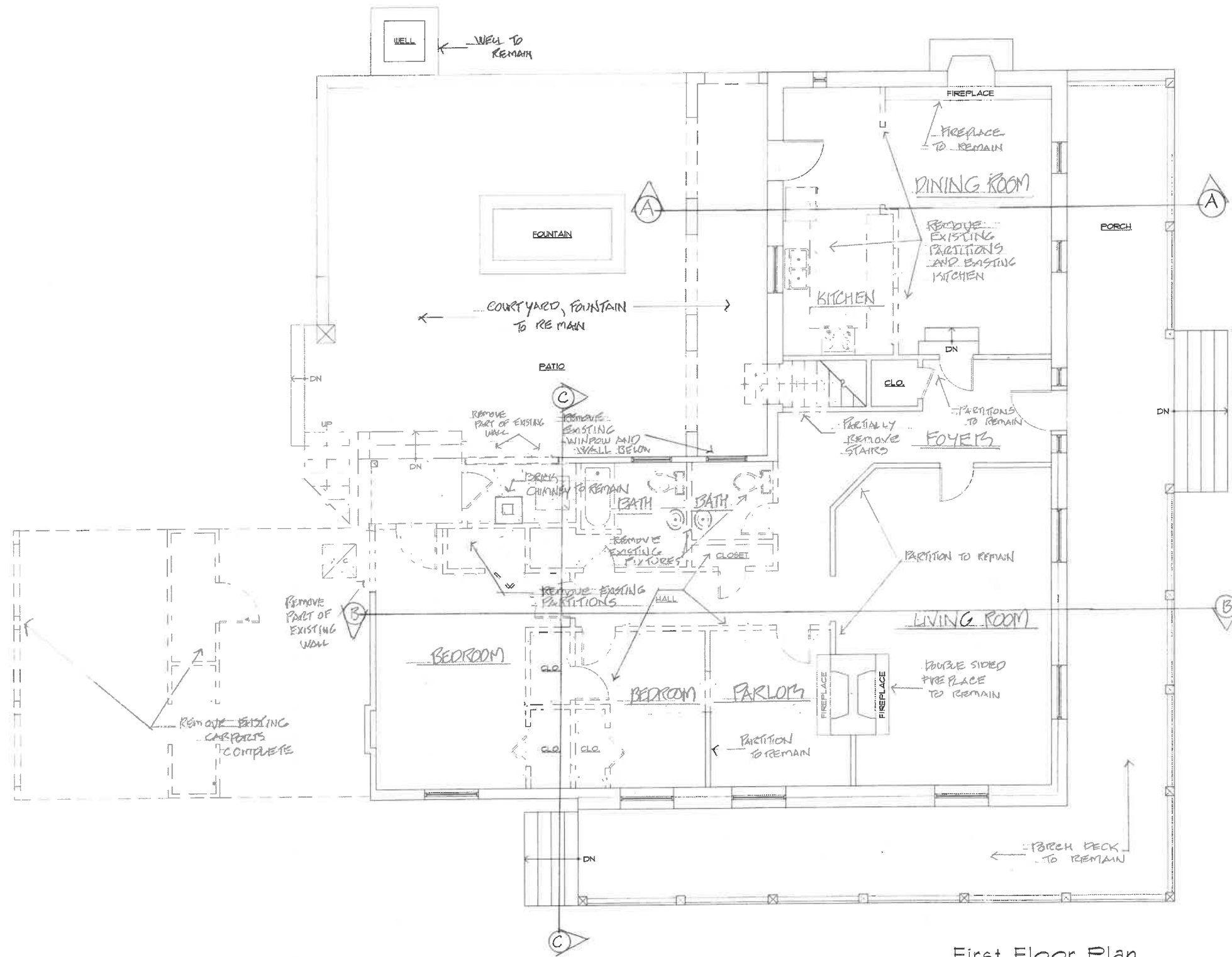
BUILDING RENOVATION
GRIFFIN RESIDENCE
115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 8-2-22
Scale: AS NOTED
Drawn: MURPHY
P.L.S.: GRIFFIN

SHEET
A.1

This property falls within Archaeological Zone IIIA and known archaeological deposits have been documented. The building permit can be issued with the understanding that all new foundation piers will be above ground and that additional archaeological work at the property is required. Coordination with the City Archaeologist will continue for additional archaeological testing and monitoring for area subject to ground disturbance.
A. White 8/29/2022

32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508



First Floor Plan

1/4"=1'-0" Existing

DEMOLITION PLAN

NOTE: EXTERIOR WALLS TO REMAIN. REPAIR OR REPLACE WITH COMPATIBLE MATERIAL AS REQUIRED FB TO TROUGH OR TERMITE DAMAGE.

BUILDING RENOVATION
GRIFFIN RESIDENCE

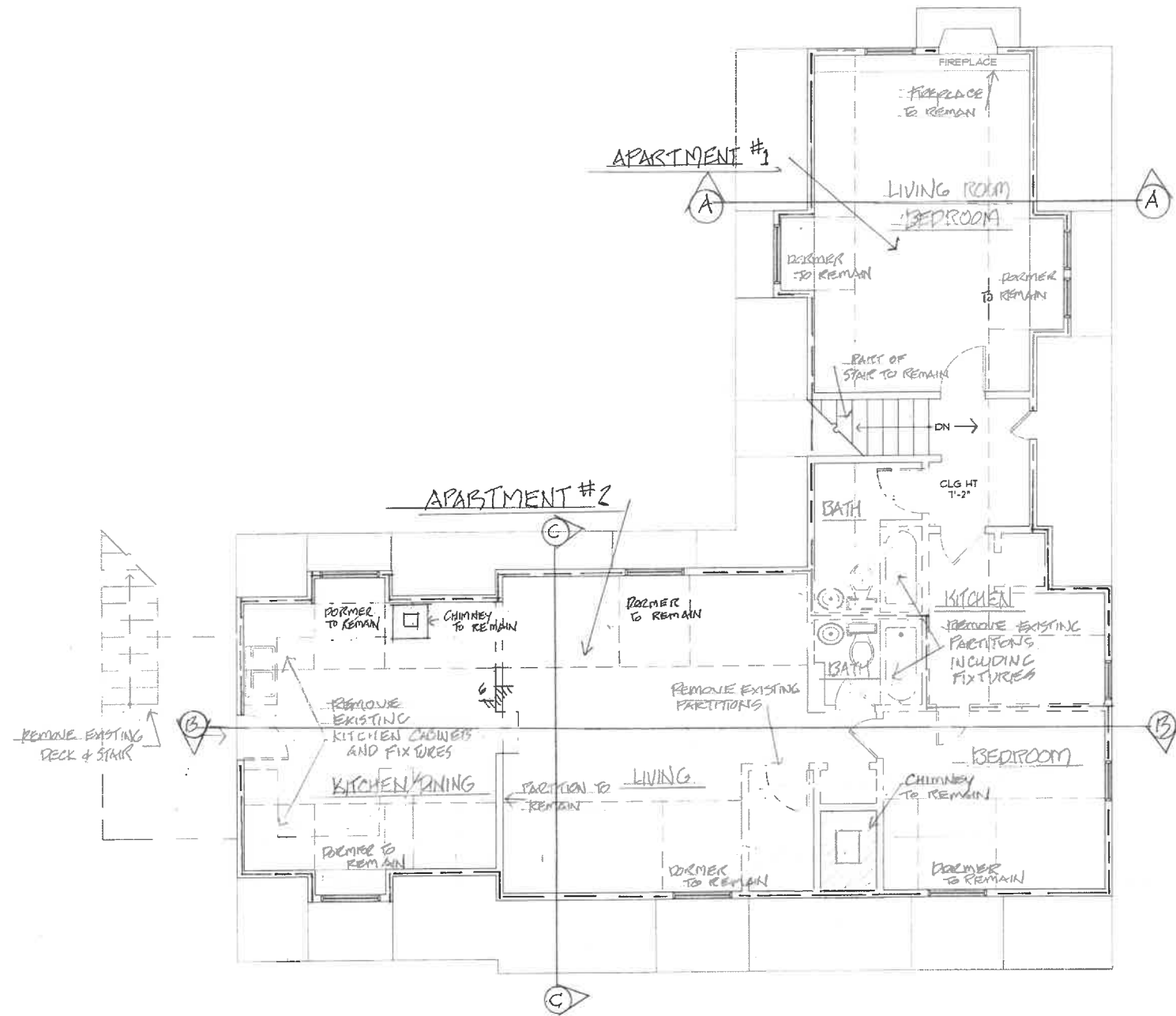
115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

LES THOMAS
ARCHITECT

32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

Date: 6-1-22
Scale: AS NOTED
Drawn: MURPHY
File: GRIFFIN

SHEET
A2



Second Floor Plan
 1/4"=1'-0" Existing
DEMOLITION PLAN

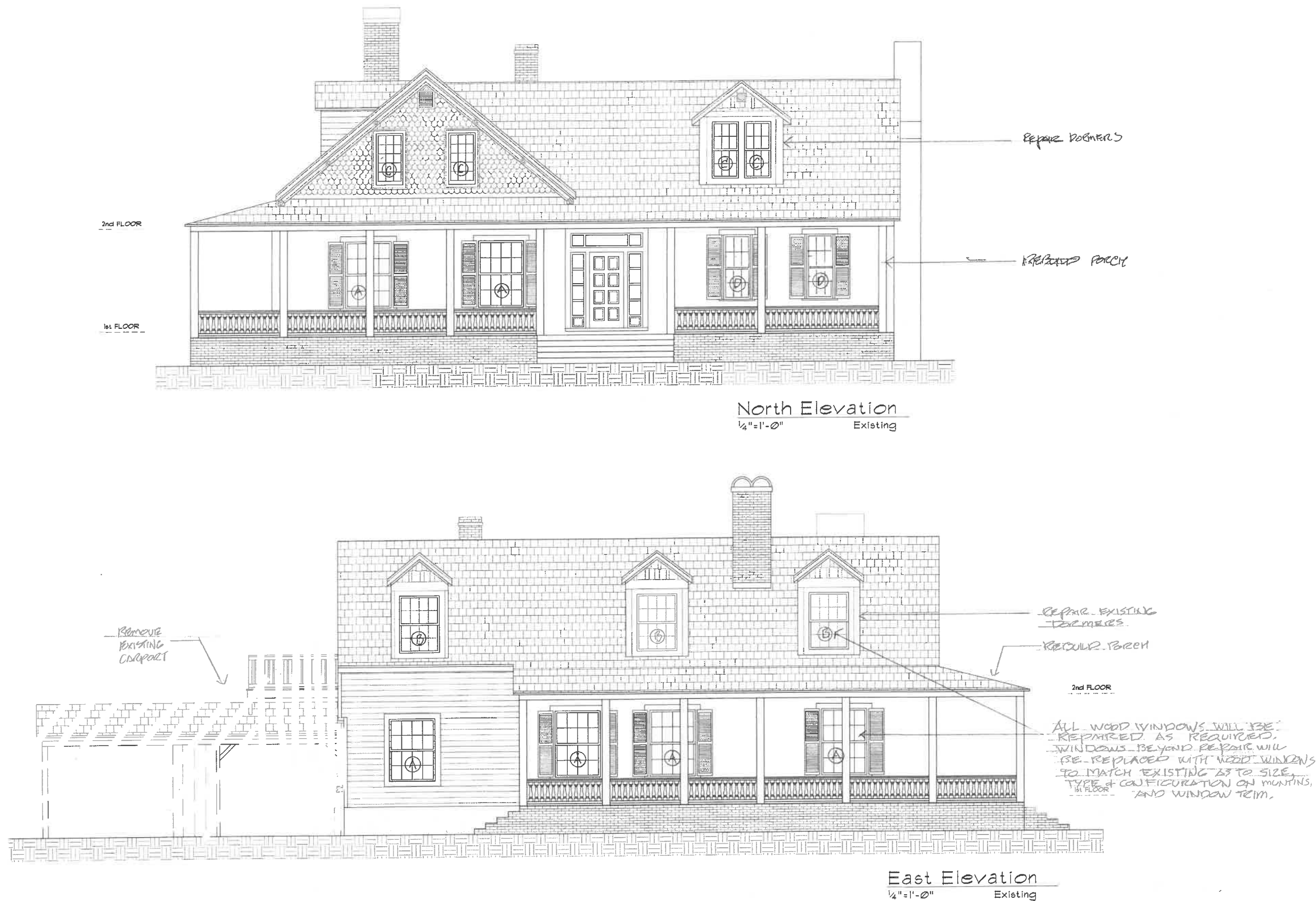
NOTE: EXTERIOR WALLS TO REMAIN, REPAIR OR REPLACE WITH
 COMPATIBLE MATERIAL AS REQUIRED DUE TO
 ROUGH OR TERMITE DAMAGE.

LES THOMAS
 ARCHITECT
 32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

BUILDING RENOVATION
GRIFFIN RESIDENCE
 115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 6-1-22
 Scale: AS NOTED
 Drawn: MURPHY
 File: GRIFFIN

SHEET
A3

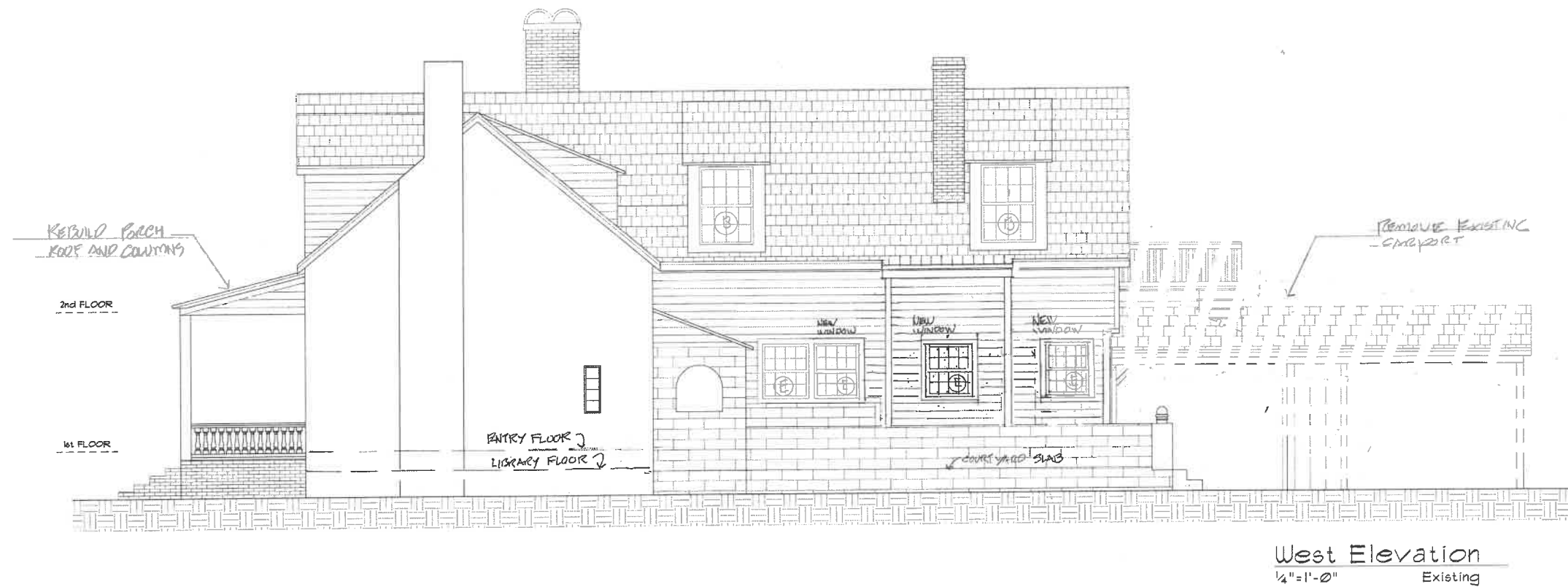
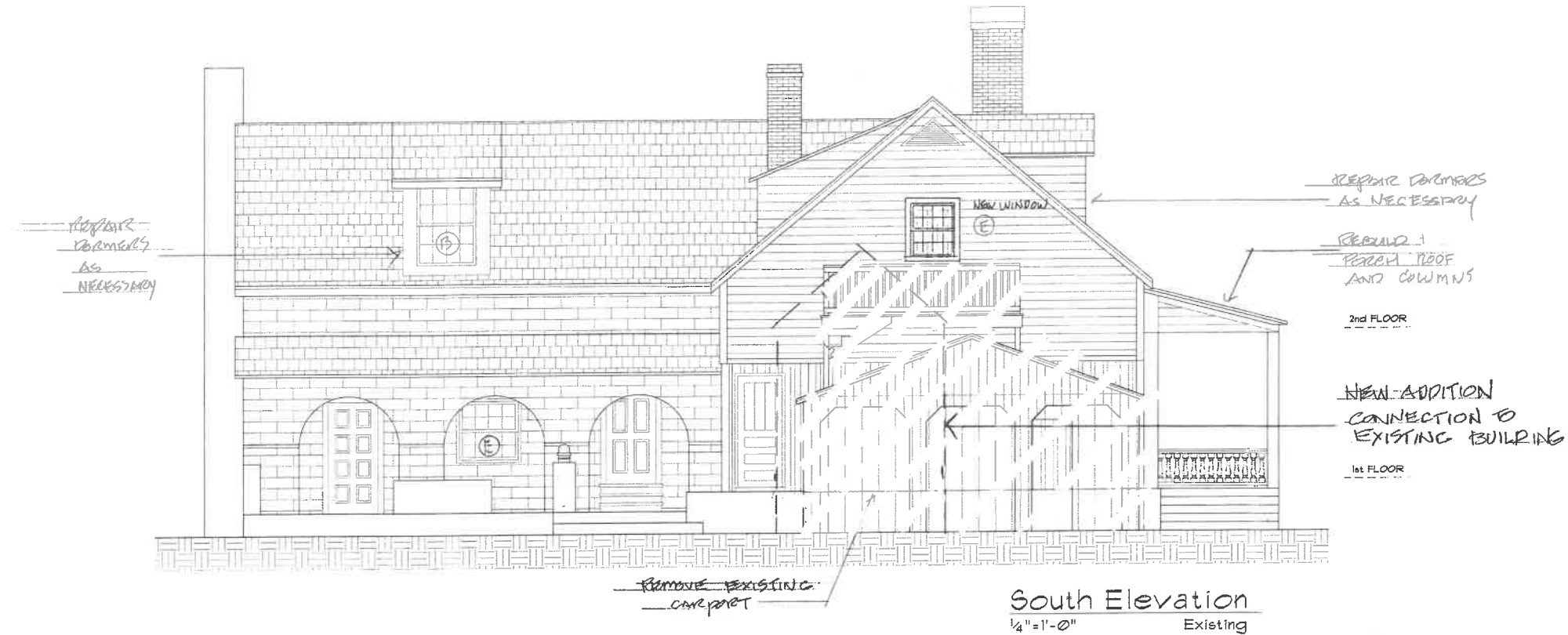


LES THOMAS
ARCHITECT
32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

BUILDING RENOVATION
GRIFFIN RESIDENCE
115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 6-1-22
Scale: AS NOTED
Drawn: MURPHY
File: GRIFFIN

SHEET
A4

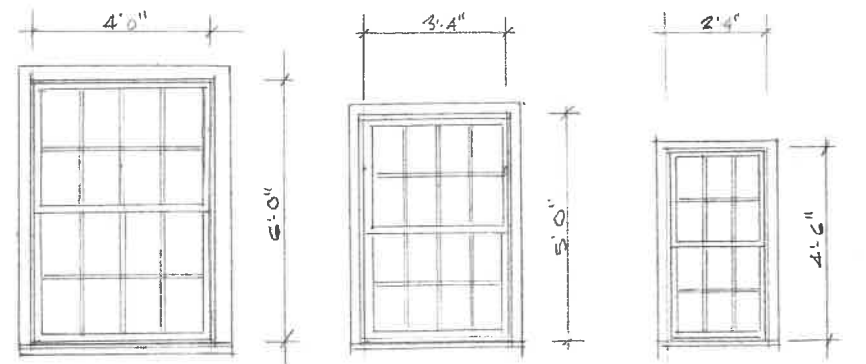


LES THOMAS
ARCHITECT
32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

BUILDING RENOVATION
GRIFFIN RESIDENCE
115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

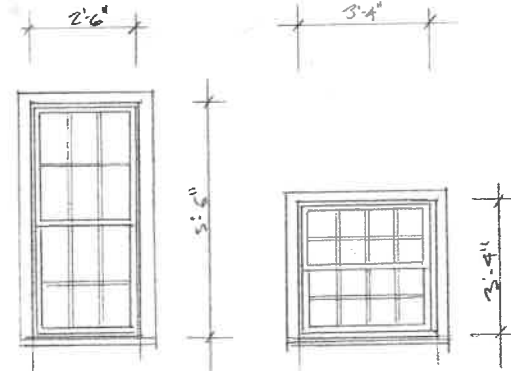
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SHEET
A5



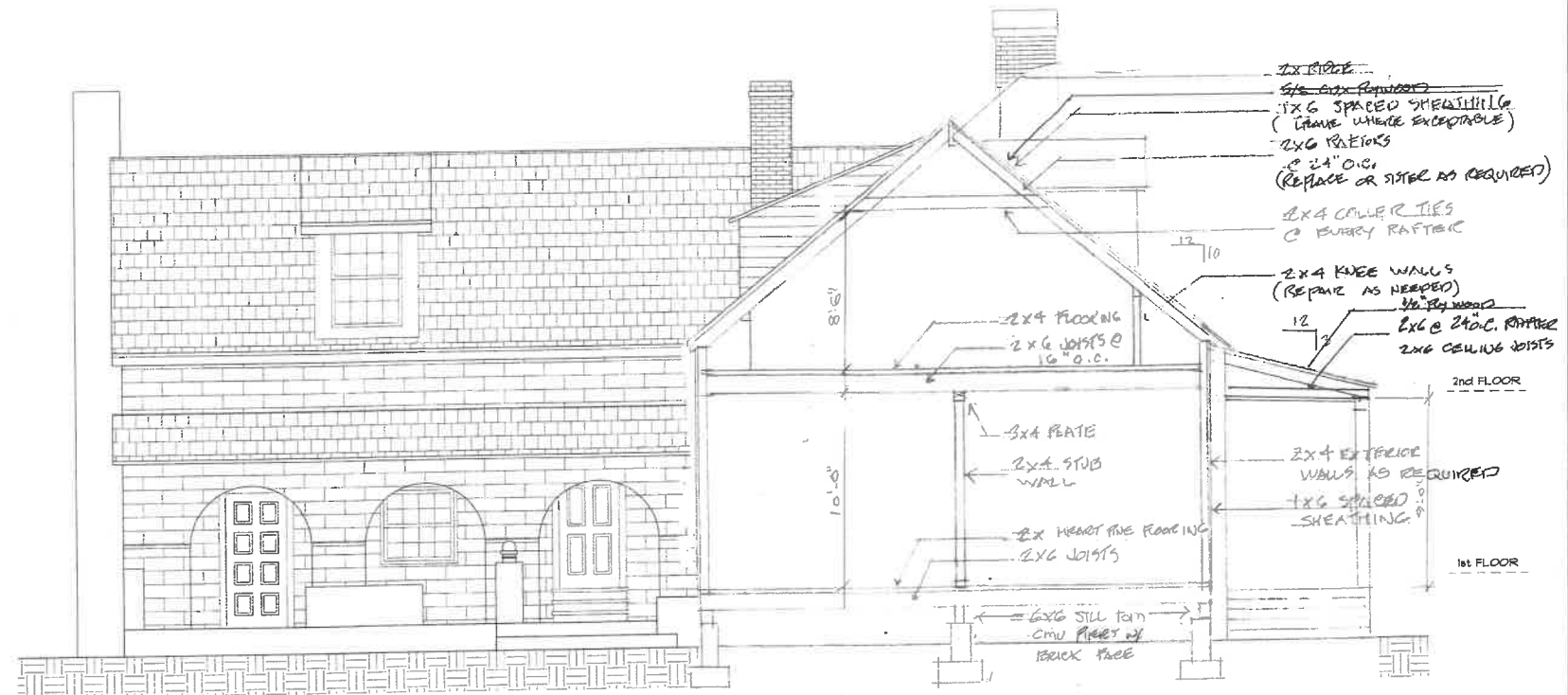
WINDOW "A" WINDOW "B" WINDOW "C"

REPLACE w/
OPERABLE WOOD
WINDOW

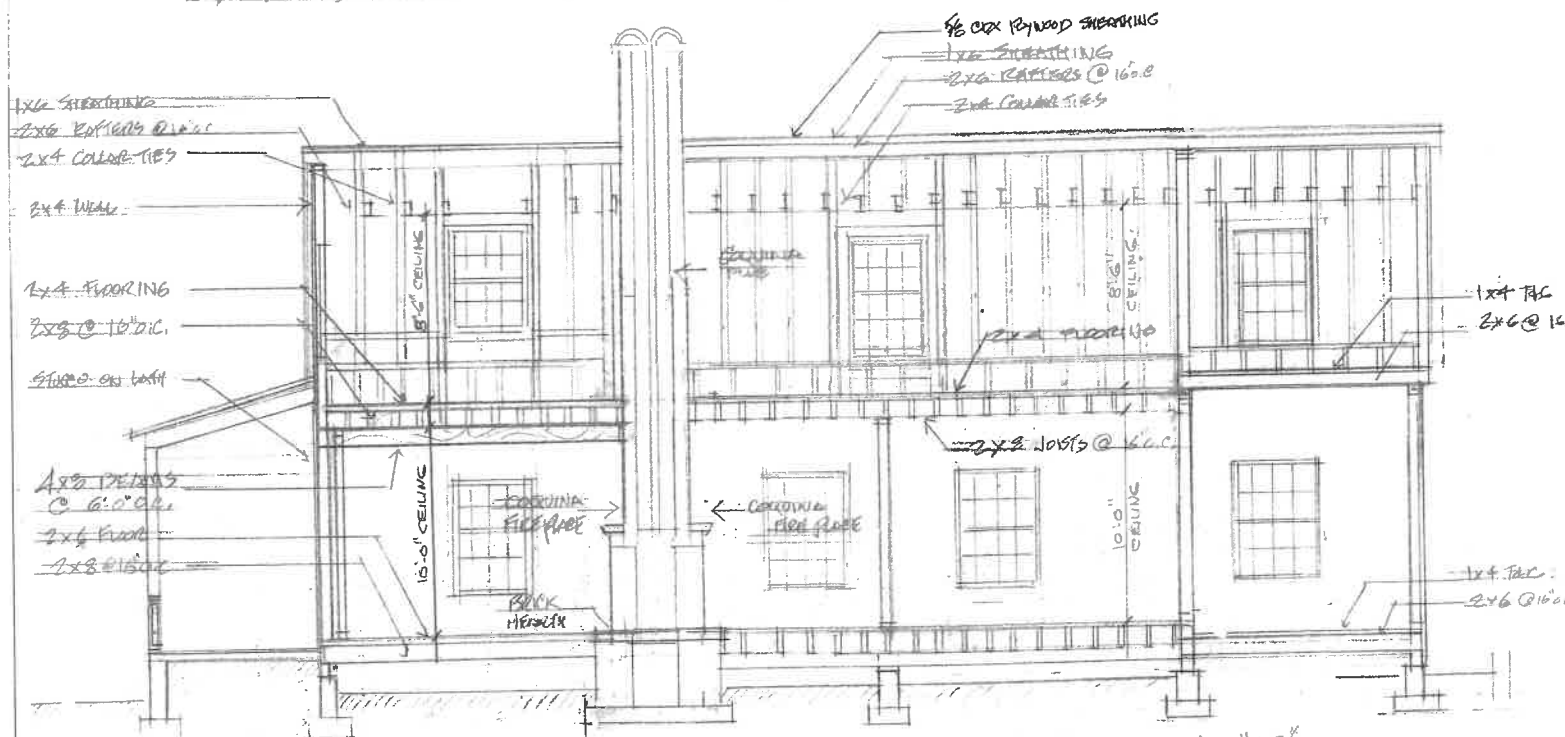


WINDOW "D" WINDOW "E"

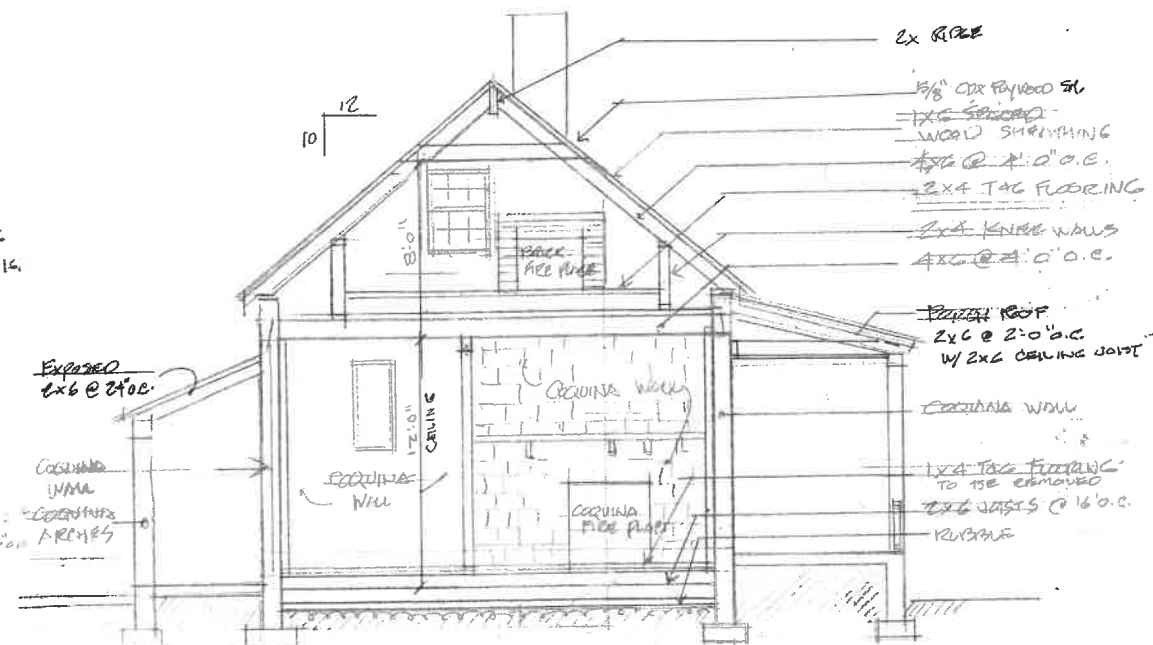
REPLACE EXISTING
ALUMINUM WINDOW
w/ NEW WOOD WINDOW



SECTION "C" 1/4"=1'-0"



SECTION "B" 1/4"=1'-0"



SECTION "A" 1/4"=1'-0"

LES THOMAS
ARCHITECT

32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

BUILDING RENOVATION

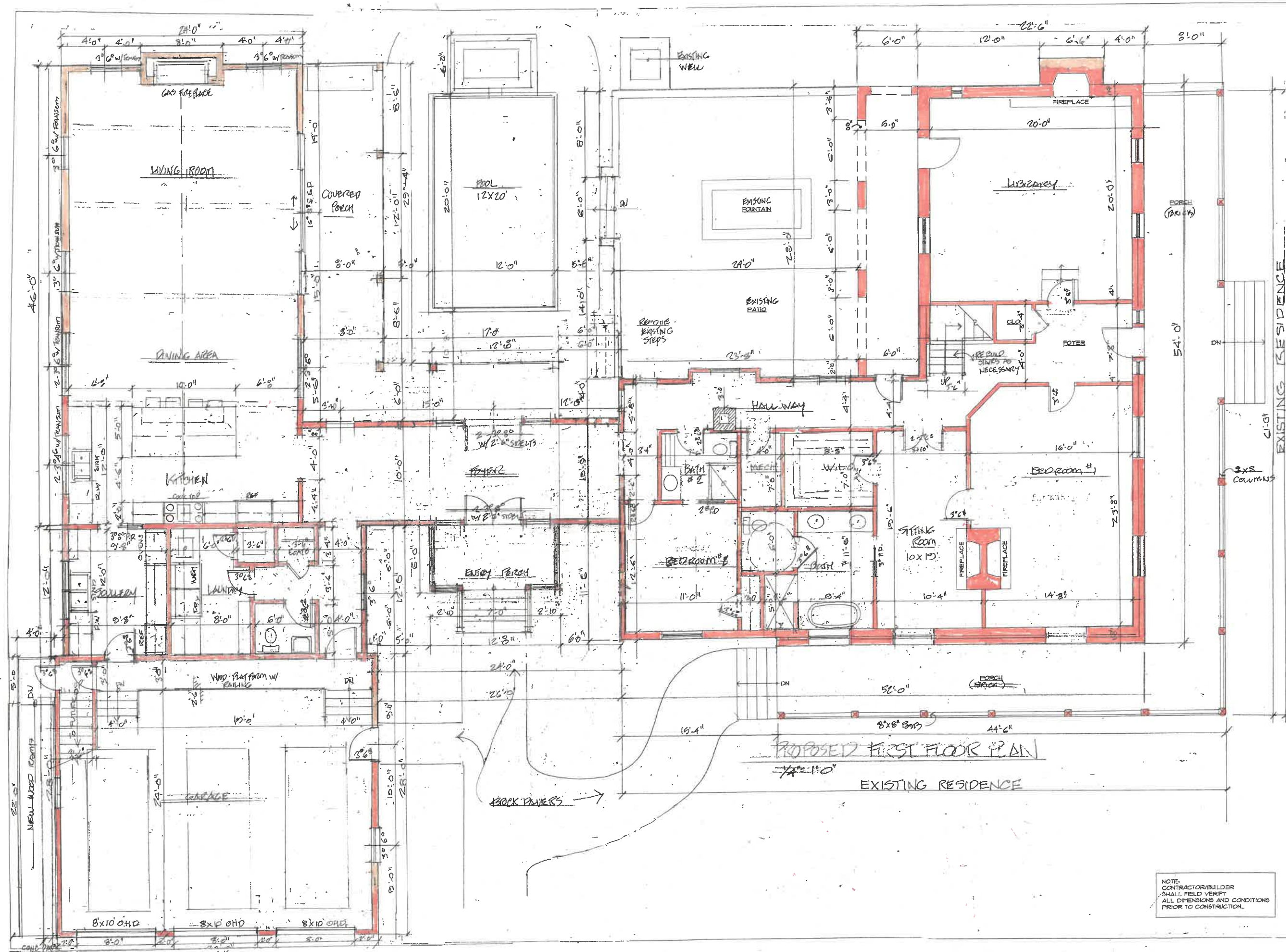
GRIFFIN RESIDENCE

115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 6-1-22
Scale: AS NOTED
Drawn: MURPHY
Pile: GRIFFIN

SHEET

A6



LES THOMAS
ARCHITECT

32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

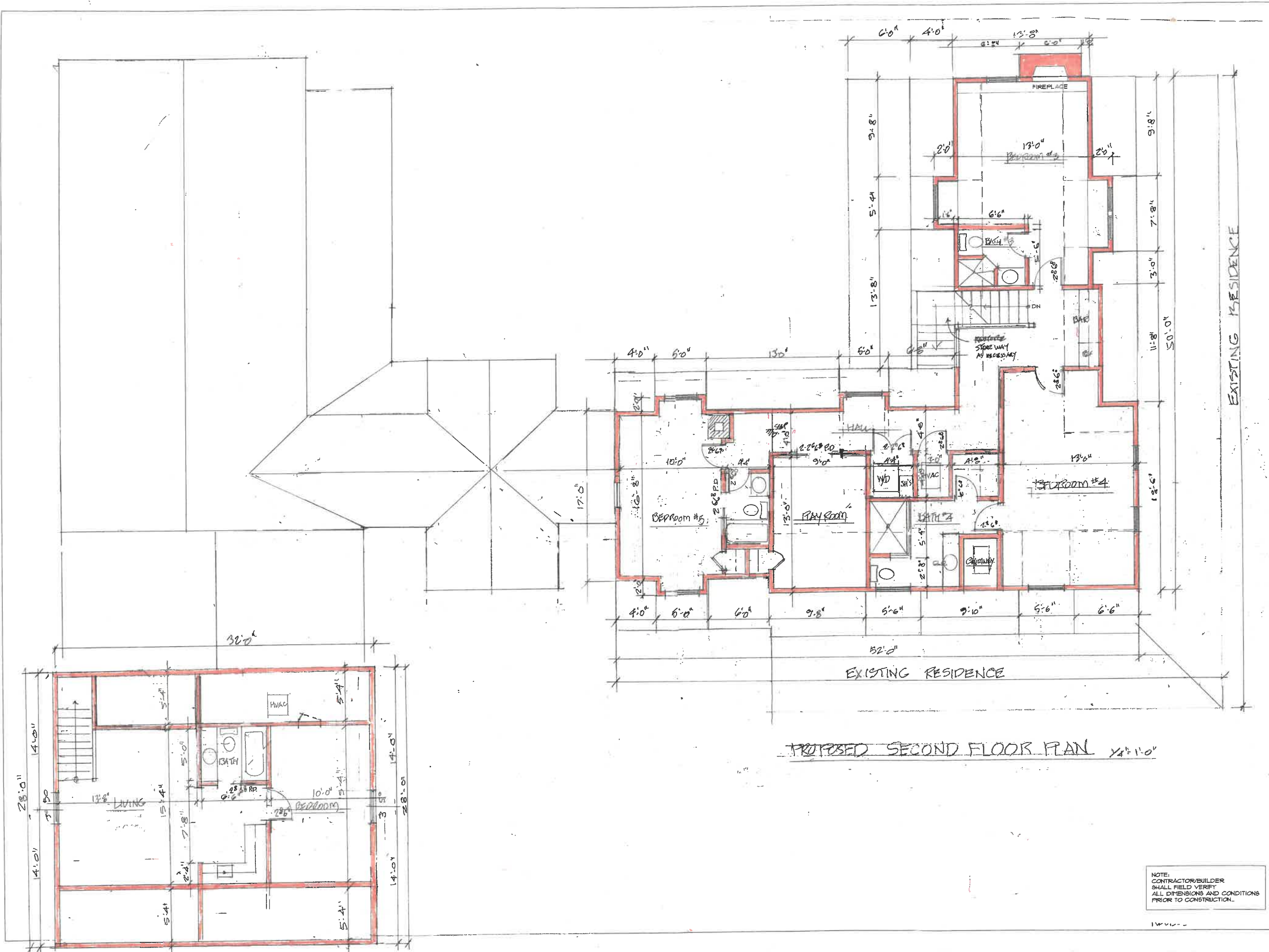
BUILDING RENOVATION
GRIFFIN RESIDENCE

115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 6-1-22
Scale: AS NOTED
Drawn: MURPHY
File: GRIFFIN

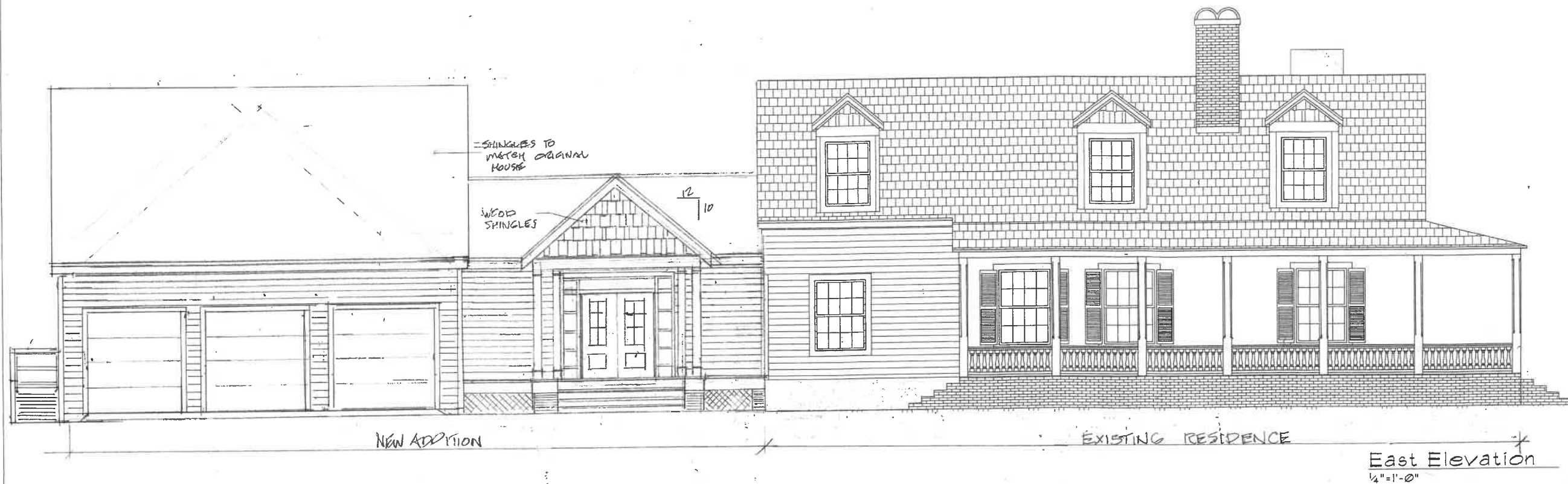
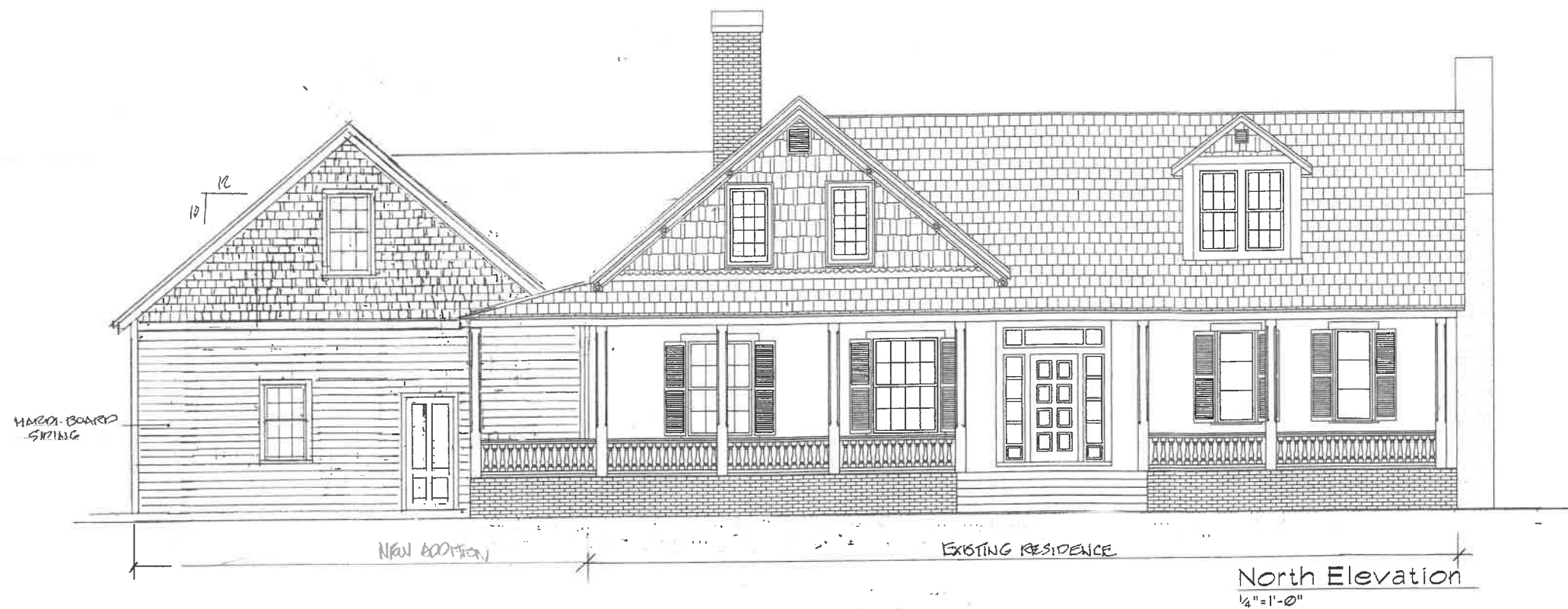
SHEET
A7

NOTE:
CONTRACTOR/BUILDER
SHALL FIELD VERIFY
ALL DIMENSIONS AND CONDITIONS
PRIOR TO CONSTRUCTION.



NOTE:
CONTRACTOR/BUILDER
SHALL FIELD VERIFY
ALL DIMENSIONS AND CONDITIONS
PRIOR TO CONSTRUCTION.

BUILDING RENOVATION GRIFFIN RESIDENCE 115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA		LES THOMAS ARCHITECT 32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508
Date: 6-1-22 Scale: AS NOTED Drawn: MURPHY File: GRIFFIN		SHEET A8



LES THOMAS
ARCHITECT
32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

BUILDING RENOVATION
GRIFFIN RESIDENCE
115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 2-1-22

Scale: AS NOTED

Drawn: MURPHY

File: GRIFFIN

SHEET

A9



South Elevation
1/4"=1'-0"



WEST ELEVATION

LES THOMAS
ARCHITECT

32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

BUILDING RENOVATION
GRIFFIN RESIDENCE

115 BRIDGE STREET, ST. AUGUSTINE, FLORIDA

Date: 6-1-22
Scale: AS NOTED
Drawn: MURPHY
Plot: GRIFFIN

SHEET
A10

YALLAHA, 115 BRIDGE STREET

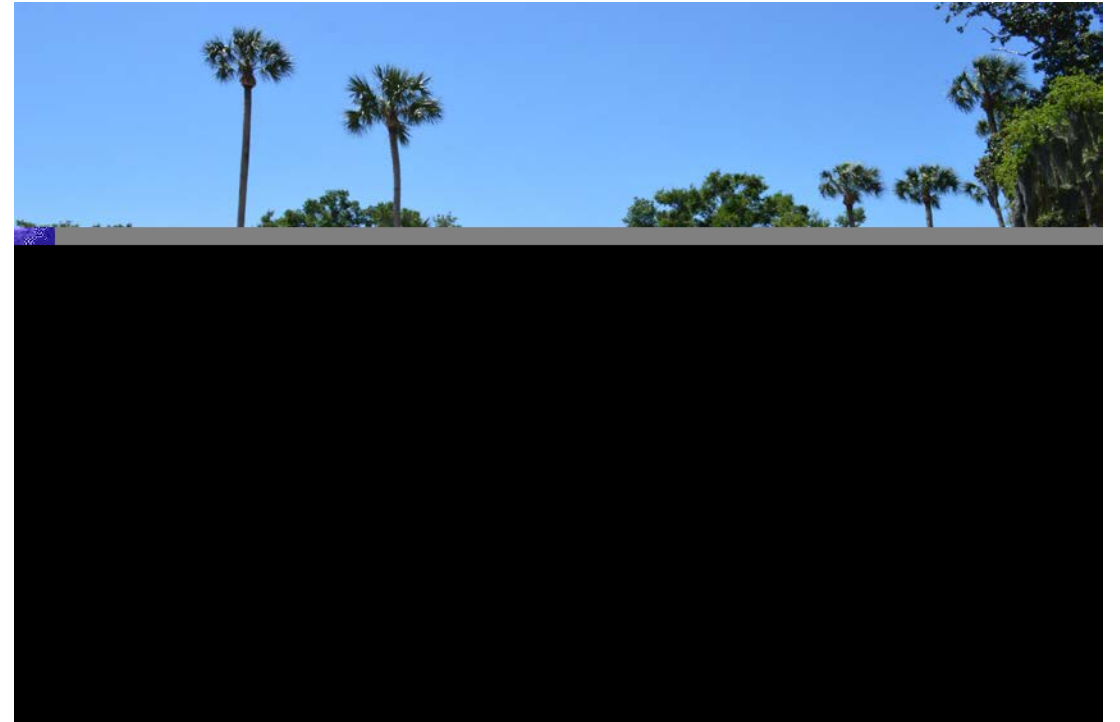
1. Site, facing south

2 Photo 1-1



1. Site, facing southwest, showing orange trees

2 Photo 1-2



YALLAHA, 115 BRIDGE STREET

1. Site, facing south, entrance columns

2 Photo 1-3



1. Site, facing south, site of former non-historic outbuilding

2 Photo 1-4



YALLAHA, 115 BRIDGE STREET

1. Site, facing west, preserved historic well
2. Photo 1-5



1. Site, facing west, preserved patio, fountain
2. Photo 1-6



YALLAHA, 115 BRIDGE STREET

1. Site, facing south, Sanford Street

2 Photo 1-7



1. Site, facing west from Sanford Street

2 Photo 1-8



YALLAHA, 115 BRIDGE STREET

1. North (main) facade, facing south, post renovation

2 Photo 2-1



1. North elevation, facing south,

2 Photo 2-2



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, foundation

2 Photo 2-3



1. North elevation, facing south, steps

2 Photo 2-4



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, main entrance

2 Photo 2-5



1. North elevation, facing south, dormer with fish-scale shingles

2 Photo 2-6



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, repaired porch roof

2 Photo 2-7



1. North elevation, facing south, repaired porch roof

2 Photo 2-8



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, post renovation

2 Photo 3-1



1. East elevation, facing west, repaired foundation

2 Photo 3-2



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, repaired roof

2 Photo 3-3



1. East elevation, facing west, dormer, chimney

2 Photo 3-4



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, repaired, roof, dormer

2 Photo 3-5



1. East elevation, facing west, window/removed AC unit

2 Photo 3-6



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, repaired foundation

2 Photo 3-7



1. East elevation, facing north, repaired steps

2 Photo 3-8



YALLAHA, 115 BRIDGE STREET

1. South elevation, facing north

2 Photo 4-1



1. South elevation, facing east, hyphen, replacing non-historic carport

2 Photo 4-2



YALLAHA, 115 BRIDGE STREET

1. South elevation, facing north, loggia

2 Photo 4-3



1. South elevation, facing north, dormer

2. Photo 4-4



YALLAHA, 115 BRIDGE STREET

1. West elevation, facing south, coquina chimney

2 Photo 5-1



1. West elevation, facing east, exposed coquina

2 Photo 5-2



YALLAHA, 115 BRIDGE STREET

1. West elevation, facing east, rear wing

2 Photo 5-3



1. West elevation, facing east, dormer

2 Photo 5-4



YALLAHA, 115 BRIDGE STREET

1. Roof, facing south
2. Photo 6-1



1. Roof, facing south
2. Photo 6-2



YALLAHA, 115 BRIDGE STREET

1. Roof, facing north, condition

2 Photo 6-3



1. Elevation, facing west, joint between original roof/rear addition

2 Photo 6-4



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing west, coquina wall, former dining room

2 Photo 7-1



1. Interior, 1st floor, facing east, former dining room

2 Photo 7-2



1. Interior, 1st floor, facing north, coquina wall, former dining room

2 Photo 7-3



1. Interior, 1st floor, facing south, former dining room

2 Photo 7-4



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing south, parlor/coquina fireplace

2 Photo 7-5



1. Interior, 1st floor, facing east, parlor/wood floor

2 Photo 7-6



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing south, foyer/restored stairway

2 Photo 7-7



1. Interior, 1st floor, facing west, foyer/restored stairway

2 Photo 7-8



1. Interior, 1st floor, facing south, restored corridor

2 Photo 7-9



1. Interior, 1st floor, facing north, foyer/restored entrance

2 Photo 7-10



1. Interior, 1st floor, facing east, parlor

2 Photo 7-11



1. Interior, 1st floor, facing north, parlor/coquina fireplace

2 Photo 7-12



1. Interior, 1st floor, facing north, 1st floor corridor

2 Photo7-13



1. Interior, 1st floor, facing south, 1st floor hall between historic building and new construction

2 Photo7-14



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing west, apt. bedroom

2 Photo 8-1



1. Interior, 2nd floor, facing east, apt. bedroom

2 Photo 8-2



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing south, restored stair to 2nd floor

2 Photo 8-3



1. Interior, 2nd floor, facing north, former apt.

2. Photo 8-4



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing east, former apt.
2. Photo 8-5



1. Interior, 2nd floor, facing east, former apt.
2. Photo 8-6



1. Rear addition, facing west non-historic carport removed, hyphen added

2 Photo 9-1



1. Rear addition, facing west, non-historic carport removed

2 Photo 9-2



1. Rear addition, facing east, non-historic carport removed, hyphen added

2 Photo 9-3



1. Rear addition, facing east

2. Photo 9-4

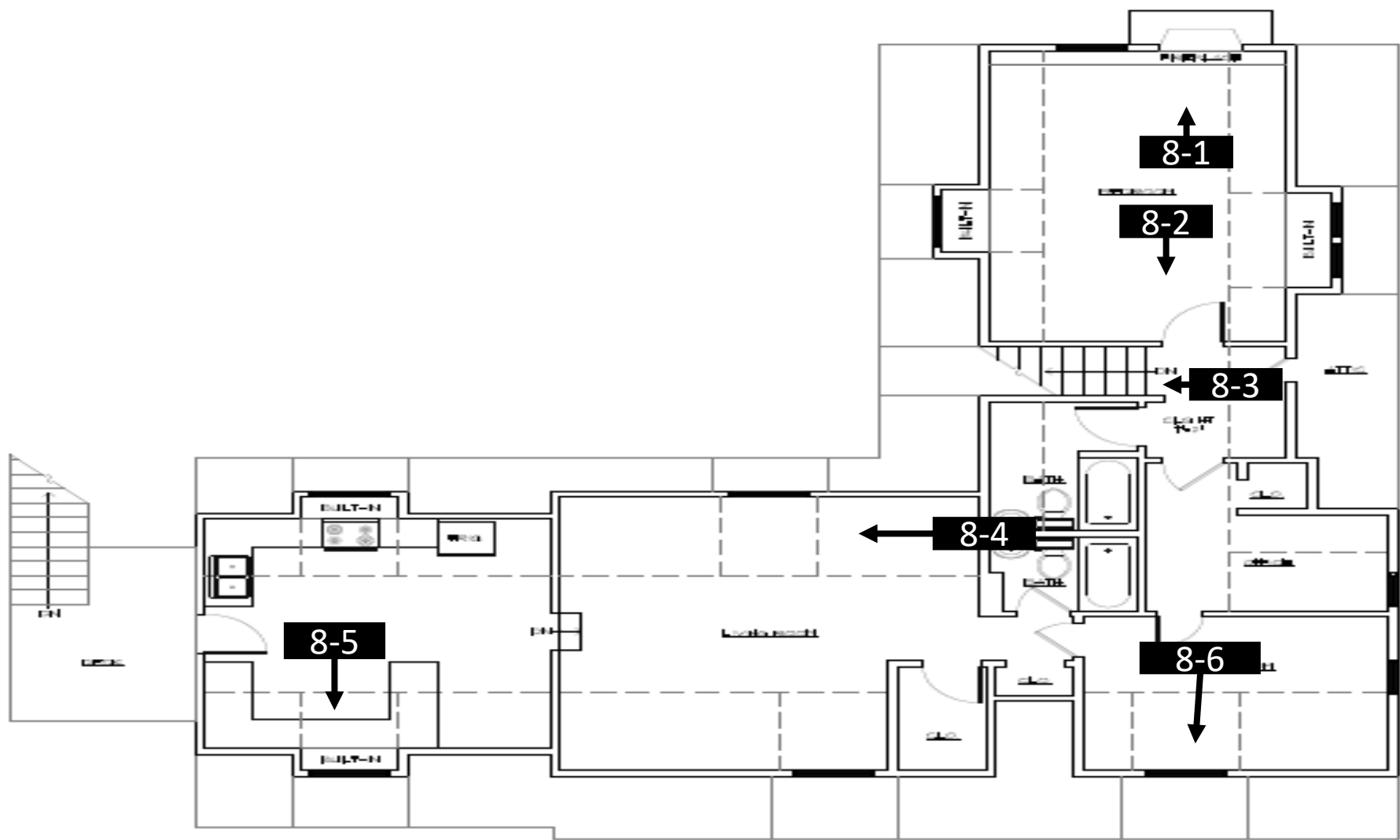


1. Rear addition, facing south

2 Photo 9-5

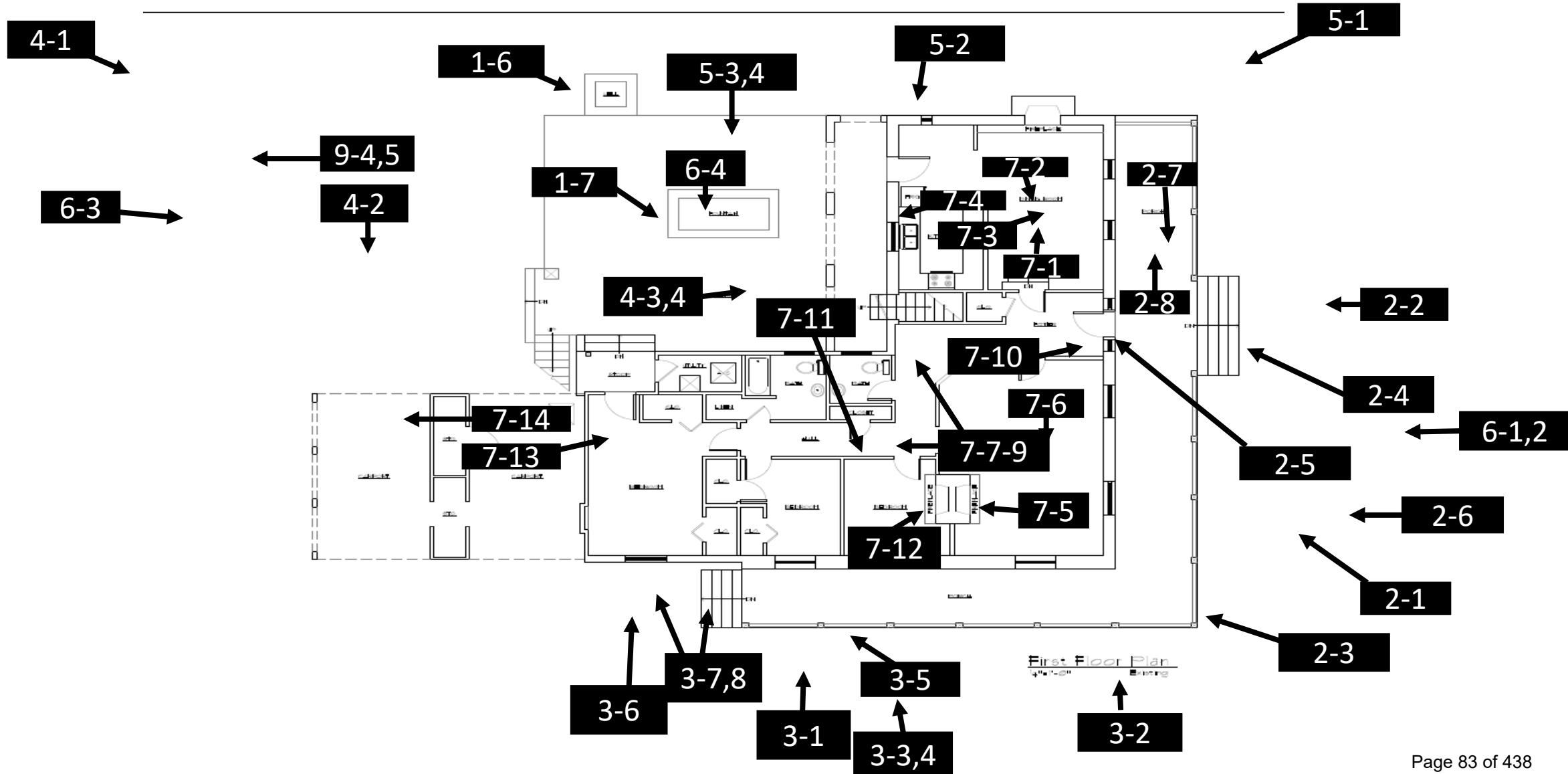


YALLAHA
115 BRIDGE STREET/PHOTO KEY
LINCOLNVILLE HISTORIC DISTRICT



Second Floor Plan
Existing

YALLAHA
115 BRIDGE STREET/ PHOTO KEY
LINCOLNVILLE HISTORIC DISTRICT



YALLAHA
115 BRIDGE STREET/ PHOTO KEY
LINCOLNVILLE HISTORIC DISTRICT



PART 1 APPLICATION REVIEW
For Local Historic Preservation Office or Division Use Only

Property Identification Number 2068500000

Property Address 115 Bridge Street

The ☒ Local Preservation Office ☐ Division has reviewed the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

☒ Certifies that the above referenced property _____ is _____ consistent with the provisions of s. 196.1997 (11), F.S.

☐ Certifies that the above referenced property _____ consistent with the provisions of s. 196.1997 (11), F.S.

☐ Certifies that the above referenced property _____ provided under s. 196.1998, F.S., for properties occupied by non-profit organizations or government agencies and regularly open to the public.

☐ Certifies that the above referenced property _____ provided under s. 196.1998, F.S.

Review Comments: Please see the Historic Architectural Review Board (HARB) order dated April 21, 2022 and the staff report attached for PART I and II.

Additional Review Comments attached? Yes ☒ No ☐

Signature

Julie E. Courtney

Typed or printed name Julie E. Courtney

Title Historic Preservation Officer

Date April 21, 2022

Page Nine – Historic Preservation Property Tax Exemption Application

PART 2 APPLICATION REVIEW
For Local Historic Preservation Office or Division Use Only

Property Identification Number 2068500000

Property Address 115 Bridge Street

The ☒ Local Preservation Office ☐ Division has reviewed the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

☒ Determines that improvements to the above referenced property **are consistent** with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the criteria set forth in Chapter 1A-38, F.A.C.

☐ Determines that improvements to the above referenced property **are not consistent with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings**, and the criteria set forth in Chapter 1A-38, F.A.C. All work not consistent with the referenced Standards, Guidelines and criteria are identified in the Review Comments. *Recommendations to assist the applicant in bringing the proposed work into compliance with the referenced Standards, Guidelines and criteria are provided in the Review Comments.*

Review Comments: Please see the Historic Architectural Review Board (HARB) order dated April 21, 2022 and the staff report attached for PART I and II.

Additional Review Comments attached? Yes ☒ No ☐

Signature



Typed or printed name Julie E. Courtney

Title Historic Preservation Officer

Date April 21, 2022



April 21, 2022

Bridge Street Estates, LLC
5243 E Grandview Rd
Scottsdale, AZ 85254

cc: Joseph Griffin

Re: Certificate of Appropriateness for a Historic Preservation Ad Valorem Tax
Exemption – 115 Bridge Street – HP2022-0027

Dear Bridge Street Estates, LLC,

On April 21, 2022, the Historic Architectural Review Board (HARB) met and discussed your application to review parts I and II of a Historic Preservation Ad Valorem Tax Exemption application including proposed restoration and rehabilitation of existing architectural elements for a building constructed ca. 1800 that is recorded in the Florida Master Site File and is a contributing building to the Lincolnville National Register Historic District.

Specifically, based upon evidence presented, the HARB **APPROVED** your application as described in the attached copy of the executed Order.

Please contact the Planning and Building Department at (904) 825-1065 with any questions and for the proper permits, archaeology review, fees and requirements to proceed with the approved elements of your project in accordance with the Historic Architectural Review Board's decision. Applications for building permits will be required and must be submitted electronically with formalized digital signature. HARB documents are not accepted for issuance of a building permit and applications must meet all city standards prior to permit issuance.

Sincerely,

Amy McClure Skinner, AICP
Director, Planning & Building

cc: John P. Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
BDAC File

BEFORE THE
HISTORIC ARCHITECTURAL REVIEW BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

☐ Certificate of Appropriateness
☐ Certificate of Demolition
☐ Certificate of Relocation
☒ Certificate of Appropriateness for
Preservation Approach for Ad Valorem Tax
Exemption

☐ Certificate of Completeness and
Recommendation for Historic Property Tax
Exemption
☐ Opinion of Appropriateness

IN THE MATTER OF:

Case No.: HP2022-0027
Applicant: Bridge Street Estates, LLC
Owner: Joseph Griffin
Address: 115 Bridge Street
Parcel Number: 2068500000

RE: Certificate of Appropriateness for a Historic Preservation Ad Valorem Tax Exemption, pursuant to Section 28-89, City of St. Augustine Code, to review parts I and II of a Historic Preservation Ad Valorem Tax Exemption application including proposed restoration and rehabilitation of existing architectural elements for a building constructed ca. 1800 that is recorded in the Florida Master Site File and is a contributing building to the Lincolnville National Register Historic District.

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON APRIL 21, 2022, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant or representative ☒ was present at the April 21, 2022, Historic Architectural Review Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☐ members of the public testified under oath, or ☒ no members of the public spoke on this issue.
3. The subject property has a zoning classification of RS-2.
4. The above-described Certificate of Appropriateness for a Historic Preservation Ad Valorem Tax Exemption is subject to Section 28-89 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Historic Architectural Review Board determined that the requested action **MEETS** / **DOES NOT MEET** the requirements of Section 28-89, City of St. Augustine Code, and **APPROVES** / **DENIES** / **CONTINUES** the Applicant's request to review parts I and II of a Historic Preservation Ad Valorem Tax Exemption application including proposed restoration and rehabilitation of existing architectural elements for a building constructed ca. 1800 that is recorded in the Florida Master Site File and is a contributing building to the Lincolnville National Register Historic District.

Subject to the following conditions:

- As submitted
- _____
- _____
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 21 day of April, A.D., 2022, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

Case No. HP2022-0027

REQUEST **APPROVED** / **DENIED** / **CONTINUED**

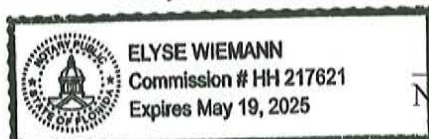
Catherine Duncan
Sign Name

Catherine Duncan
Print Name
HISTORIC ARCHITECTURAL REVIEW BOARD
CITY OF ST. AUGUSTINE, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 21st day of April, A.D., 2022.



Elyse Wiemann
Notary Public, State of Florida

Applications for building permits will be required and must be submitted electronically with formalized digital signature. HARB documents are not accepted for issuance of a building permit and must meet all city standards prior to issuance.

Historic Preservation Property Tax Exemption Application
Part 1 – Evaluation of Property Eligibility

Read the attached instructions carefully before completing this application. Your application cannot be evaluated unless it is complete and all required supporting materials are provided. In the event of any discrepancy between the application form and other supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence. Type or print clearly in black ink. If additional space is needed, attach additional sheets.

GENERAL INFORMATION (To be completed by all applicants)

1. Property identification and location:

Property Identification Number (from tax records): 2068500000 _____ Attach legal description of property

Address of property: Street 115 Bridge Street

City St. Augustine County St. Johns Zip Code 32084

() Individually National Register listed

() Locally designated historic property or landmark*

(x) In a National Register district

() In a locally designated district

** For applications submitted to the Division of Historical Resources, attach a copy of the local designation report for the property and the official correspondence notifying the property owner of designation.*

Name of historic district Lincolnvile Historic District

For locally designated historic properties or landmarks, or properties located in locally designated historic districts, provide the following additional information:

Name of local historic preservation agency/office City of St. Augustine

Mailing Address 75 King Street

City St. Augustine State FL Zip Code 32084

Telephone Number (904) 209-4326

2. Type of request:

(x) Exemption under 196.1997, F.S. (standard exemption)

() Exemption under 196.1998, F.S. (exemption for properties occupied by non-profit organizations or government agencies and regularly open to the public) *If applying under s. 196.1998, F.S., complete Question 9 on page five.*

3. Owner information:

Name of individual or organization owning the property Bridge Street Estates, LLC

Mailing address 5243 E. Grandview Rd.

City Scottsdale State AZ Zip code 85254

Daytime Telephone Number (602__) 8821979

If the property is in multiple ownership, attach a list of all owners with their mailing addresses.

Page Two – Historic Preservation Property Tax Exemption Application

Property Identification Number 2068500000

Property Address 115 Bridge Street

4. Owner Attestation: I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I own the property described above or that I am legally the authority in charge of the property. Further, by submission of this Application, I agree to allow access to the property by representatives of the Division of Historical Resources or the Local Historic Preservation Office, where such office exists, and appropriate representatives of the local government from which the exemption is being requested, for the purpose of verification of information provided in this Application. I also understand that, if the requested exemption is granted, I will be required to enter into a Covenant with the local government granting the exemption in which I must agree to maintain the character of the property and the qualifying improvements for the term of the exemption.

Joe Griffin
Name


Signature

3/22/22
Date

Complete the following if signing for an organization or multiple owners:

Owner

Bridge Street Estates, LLC

Title

Organization name

EVALUATION OF PROPERTY ELIGIBILITY

(To be completed only for properties in historic or archaeological districts):

5. Description of Physical Appearance:

Yallaha, 115 Bridge Street, is a frame and masonry vernacular residential building dating to c.1815. It rises one-and-a-half stories in height. Its foundation is coquina and brick, and its structural system is coquina and wood frame. The coquina structural walls at the NW corner date to c. 1815 and most of the remainder to c. 1845. It has an ell-shaped ground plan, and a gable roof with gable dormers. It is one of the more prominent properties in Lincolnville and its grounds are the remnants of a Spanish land grant and orange grove known as Yallaha or the Mitchell Grove. An historic well appears on an 1876 lithograph of the property. The first floor features a parlor with a coquina fireplace, three bedrooms, an entrance foyer, bathrooms, and a kitchen/dining room in the coquina portion. The upper story has two apartments. C. 1970 the building was renovated to its present configuration by local owner/contractor William Forrester. Currently, the building is in poor condition, vacant and not suitable for occupation

Date of Construction 1815, 1845 Date(s) of Alteration(s) 1970

Has building been moved? () Yes (☒) No If so, when? _____

6. Statement of Significance:

Yallaha, 115 Bridge Street, is one of the outstanding buildings in the Lincolnville Historic District. While the buildings in Lincolnville overwhelmingly date from 1871-1930, Yallaha Plantation House is an outlier. It is the oldest extant building in Lincolnville and the City of St. Augustine outside the colonial city. The coquina portion dates from the Second Spanish Period (1784-1821) and was originally the country home of Dr. Jose Bousquet. In the 1820s, the Board of Land Commissioners of East Florida granted title to the property to Peter Mitchell. Known as the Mitchell Grove, it was acquired in 1845 by the Dumas family and between 1845 and 1876, the building acquired its present configuration. After a number of transactions and alteration, William Forrester, a local contractor, acquired the property in 1955. The Forrester family retained the property until 2021.

Page Three – Historic Preservation Property Tax Exemption Application

Property Identification Number 2068500000

Property Address 115 Bridge Street

7. Photographs and maps:

Attach photographs and maps to application.



Owner's Authorization For Agent

Les Thomas is/are hereby authorized TO ACT ON BEHALF
OF Joseph Griffin, the owner(s) of those lands described within ☐
the attached application, or ☐ described within the previously filed
Application number: HP2022-0027, and as described in the attached deed or
other such proof of ownership as may be required, in applying to the City
of St. Augustine's Historic Architectural Review Board, for an application
related to a Certificate of Demolition for the structure located at:
115 Bridge St. Saint Augustine, FL 32084

BY: _____

Signature of Owner

Joseph Griffin

Print Name of Owner

602-882-1979

Telephone Number

State of Arizona

County of Maricopa

Signed and sworn before me on this 4 day of April, 2022

By Joseph Griffin

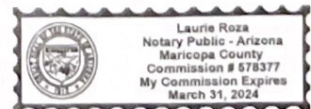
Identification verified:

Oath sworn: X Yes ☐ No

Notary Signature: _____

My Commission expires: _____

3/31/2024



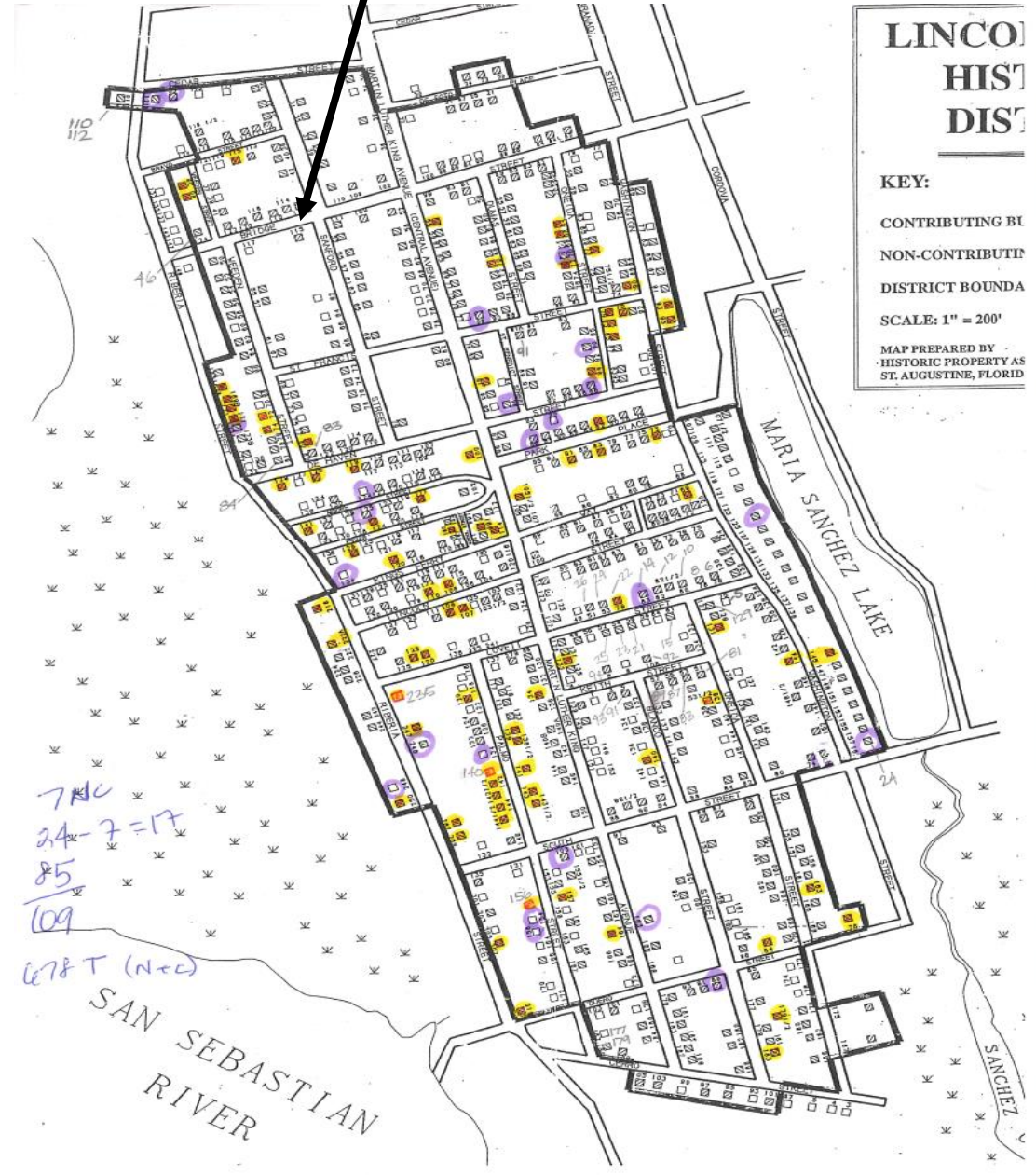
YALLAHA
115 BRIDGE STREET
LINCOLNVILLE HISTORIC DISTRICT

Received March 22, 2022
Planning and Building Department



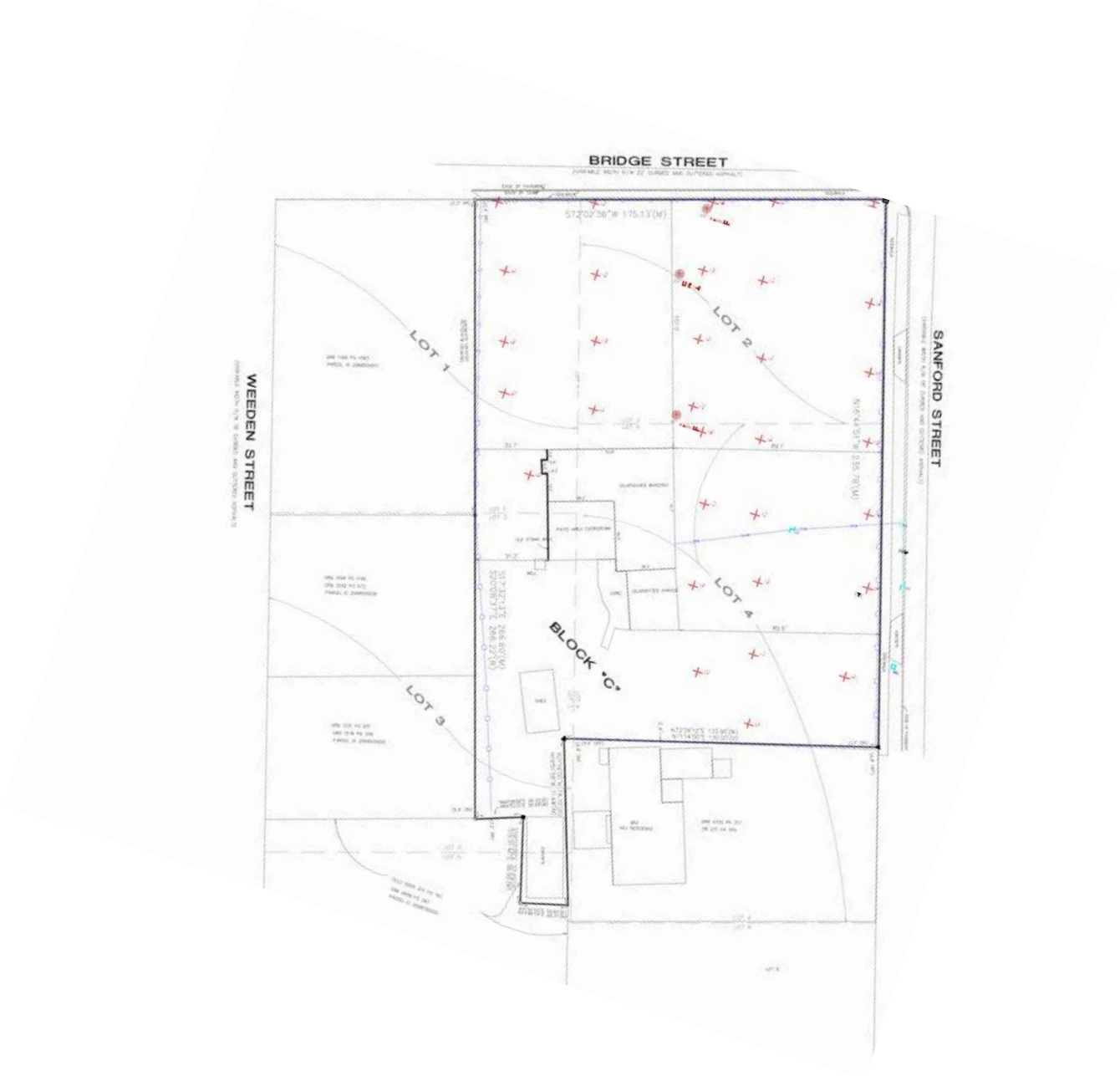
YALLAHA
115 BRIDGE STREET
LINCOLNVILLE HISTORIC DISTRICT

Received March 31, 2022
Planning and Building Department



YALLAHA, 115 BRIDGE STREET SURVEY

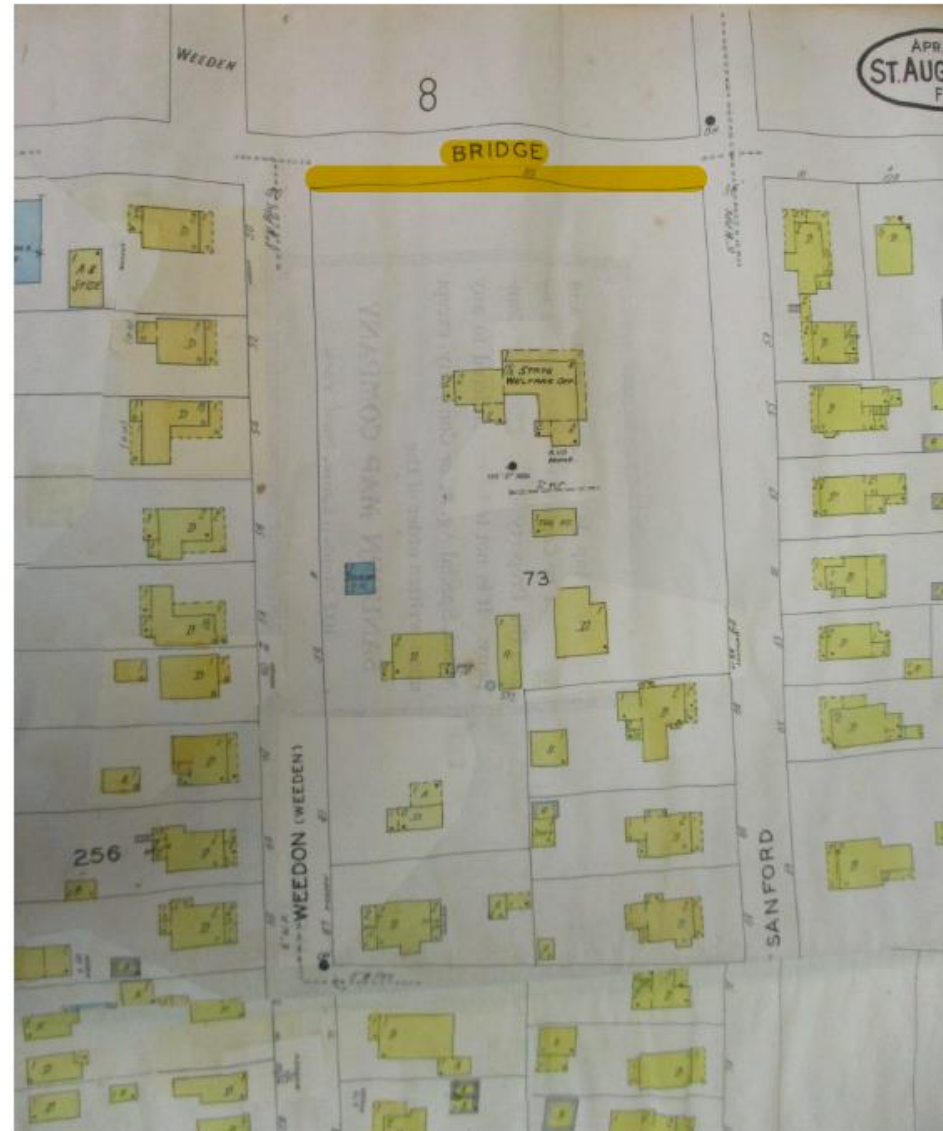
Received March 22, 2022
Planning and Building Department



Sanborn Map (1917)
115 Bridge Street



Sanborn Map (1930 revised to 1965)
115 Bridge Street



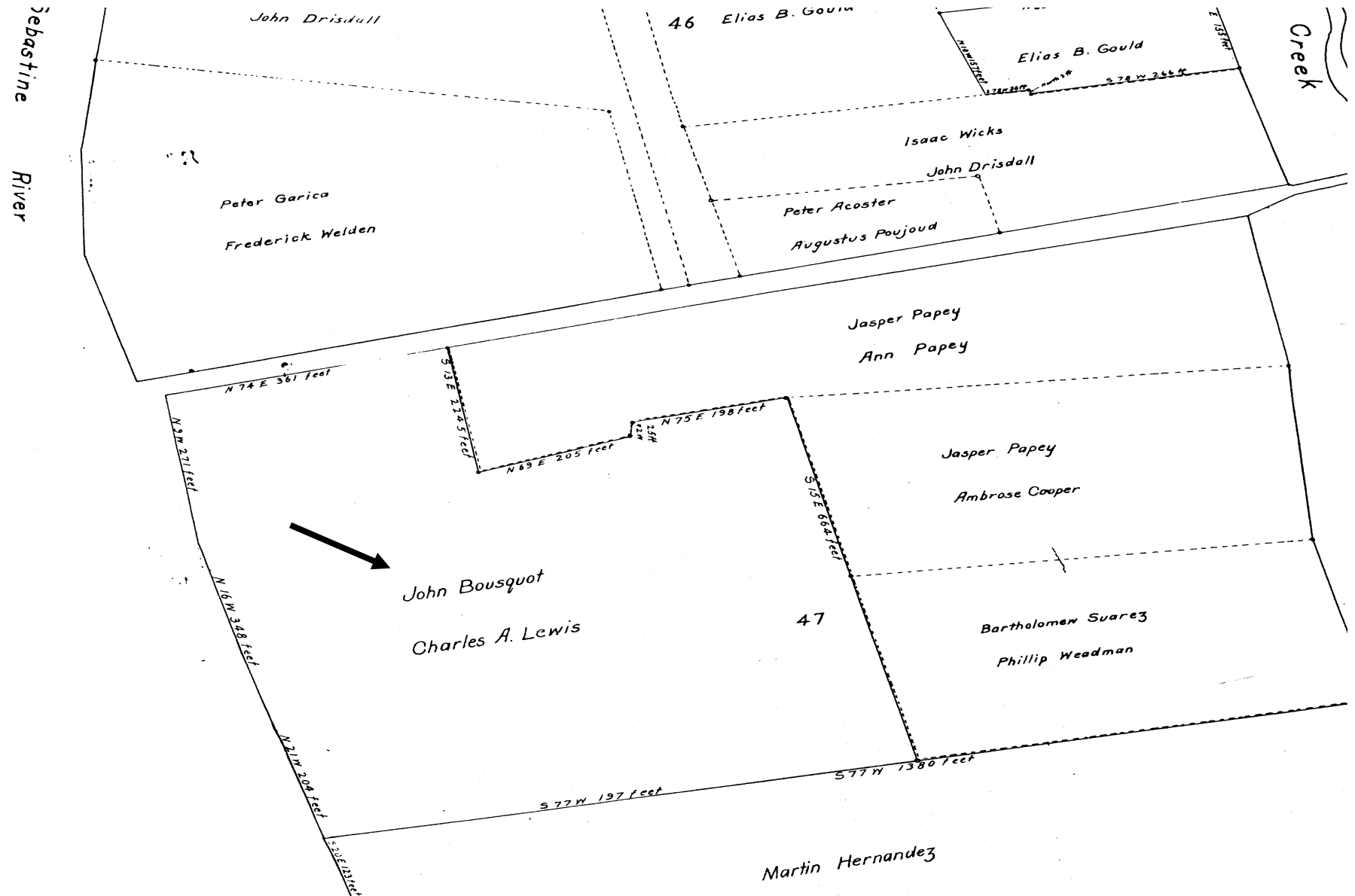
LEGAL DESCRIPTION AND DATA FROM PROPERTY APPRAISER'S OFFICE

Parcel ID	2068500000
Location Address	115 BRIDGE ST SAINT AUGUSTINE 32084-0000
Neighborhood	Dumas Tract with part City St Aug (622)
Tax Description*	DUMAS TRACT CITY PT OF LOT 1 ALL LOT 2 PT OF LOT 3 LOT 4 (EX S75FT) & PT OF LOT 5 BLK C (EX OR1030/631 & OR1059/1146) OR5337/918
Property Use Code	Multi-Family (Less than 10 Units) (0800)
Subdivision	Dumas Tract
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	1.040

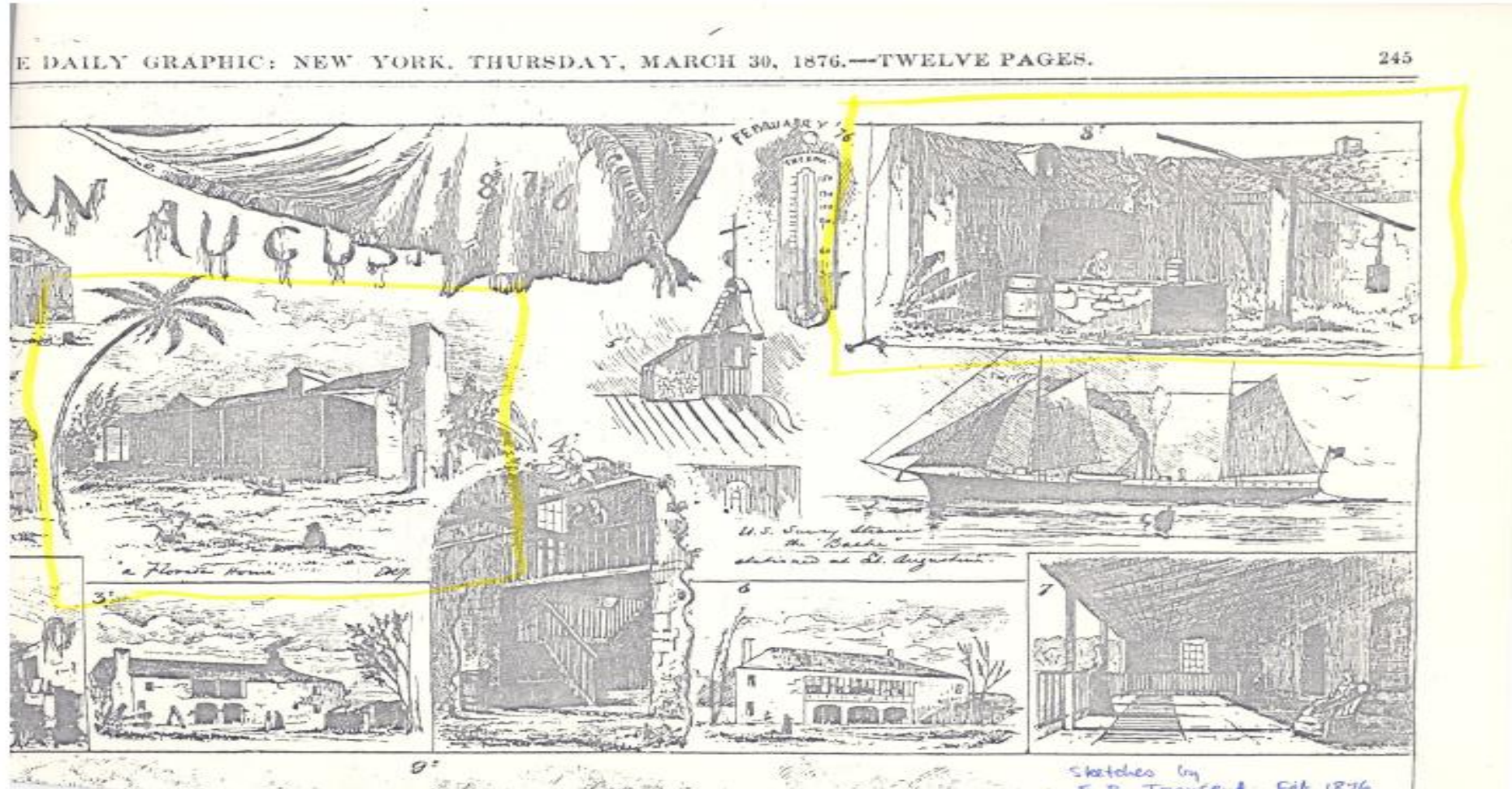


1834-1835 CLEMENTS US GOVERNMENT SURVEY

Received March 22, 2022
Planning and Building Department







Historic Preservation Property Tax Exemption Application Part 2 – Description of Improvements

(To be completed by all applicants):

Complete the blocks below. Include site work, new construction, alterations, etc.

Property Identification Number 2068500000

Property Address 115 Bridge Street

Feature 1

Feature <u>Site</u> Approx. date of feature <u>1815, 1845, 1970</u> Describe existing feature and its condition: Yallana is a one-acre parcel located in the Dumas Homestead Subdivision Perimeter of property is defined by a non-historic chain link finish with masonry entrance pillars on Bridge Street. Site features non-historic c. 1970 wooden shed in deteriorated condition, non-historic patio from c. 1970 and historic well. Photo no. <u>1-1-1-8</u> Drawing no. <u>A1</u>	Describe work and impact on existing feature: Site will be assessed by the COSA archaeologist and any ground disturbing will be mitigated by professional excavation and recovery of cultural material. Historic well and non-historic patio will be retained. Non-historic wooden shed will be removed. Parking will be provided at rear (south side) of property in its traditional location. Driveway will be added on east side of property through a historic curb cut leading to parking/garage area. A pool will be added in approximate location of pool dating to c. 1970.
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Feature 2

Feature <u>North Elevation</u> Approx. date of feature <u>1876, 1970</u> Describe existing feature and its condition: Elevation features raised brick and coquina foundation and porch deck with 7 bay entrance porch. Porch is covered with hip roof supported by 7 wooden posts. Remnants of wooden balustrade are found in eastern most bays. First floor exterior wall is stucco. Entrance is accessed by brick steps with concrete finish and has 8 panel wood door with multi-light transom and side lights. Two windows are 8/8 light wooden sash and two are 3 light casements. There are two wood dormers with wood detailing and multilight windows. Porch roof is in poor condition due to water damage. Photo no. <u>2-1-2-9</u> Drawing no. <u>A4, A6, A8</u>	Describe work and impact on existing feature: Foundation/porch deck will be stabilized with spot repairs. Stucco will be retained and repaired as needed. Entrance door and sidelights will be retained with minor repairs and repainted. Wooden posts are sound and will be repaired and replaced in their original location. Porch roof will be reconstructed of wood and finished with a 40 year architectural shingle. Wooden features in dormers, including decorative shingles, will be selectively repaired. Windows will be repaired or replaced in kind. Casement windows at first floor level will be replaced with 6/6 light sash windows which are more in character with historic architecture.
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Feature 3

Feature <u>East Elevation</u> Approx. date of feature <u>1876, 1970</u> Describe existing feature and its condition: E. elevation continues foundation and porch found on N. elevation. Porch is six bays wide with wood balustrade in all bays. There are four 8/8 light wooden sash windows on the first floor. Upper half story features three gabled dormers with 4/4 light wooden sash windows. Porch roof has suffered extensive water damage and has failed in several locations. Photo no. <u>3-1-3-6</u> Drawing no. <u>A4, A6, A8</u>	Describe work and impact on existing feature: Foundation/porch deck will be stabilized with spot repairs. Balustrade will be restored by replicating existing porch to its c. 1980 appearance. Stucco will be retained and repaired as needed. Wooden posts are sound and will be repaired and replaced in their original location. Porch roof will be reconstructed and finished with a 40 year architectural shingle. Wooden features in dormers will be selectively repaired. Windows will be repaired or replaced in kind.
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Page Five – Historic Preservation Property Tax Exemption Application

Property Identification Number 2068500000

Property Address 115 Bridge Street

Feature 4

Feature South Elevation _____ Approx. date of feature <u>1876,1970</u> Describe existing feature and its condition: Features include a three-bay wide, unfinished coquina loggia at first floor which dates to c. 1970. Loggia is covered by shed roof finished with composition shingles. West portion of existing south exterior wall is original while eastern portion is coquina veneer. Upper half story has single gable dormer with 8/8 light wooden sash window. Eastern side of elevation features a c. 1970 non-historic wooden carport and a non-historic wooden stair leading to a non-historic wooden deck. Photo no.4-1-4Drawing no. <u>A5,A6,A9</u>	Describe work and impact on existing feature: Non-historic wooden carport, stairs and deck will be removed in preparation of compatible addition. Features on south elevation will be retained and selectively repaired. A new wooden, 4/4 light sash window will be added in first floor of main building. A second new wooden, 4/4 light sash window will be added in second floor of south wing.
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Feature 5

Feature West Elevation _____ Approx. date of feature <u>1815 1876,1970</u> Describe existing feature and its Condition: West elevation contains original c. 1815 coquina structural wall of building. Coquina is partially finished with stucco and features chimney and a narrow aperture window. Southern portion of elevation is finished with weatherboard on first floor level and has a single 8/8 light sash window. The upper half story has two gable dormers with 8/8 light wooden sash windows. Photo no.5-1-5-4Drawing no. <u>A5-A6, A9</u>	Describe work and impact on existing feature: Features on south elevation will be retained and selectively repaired with matching materials. Two new wooden, 4/4 light sash windows will be added in first floor of main building.
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Feature 6

Feature Roof _____ Approx. date of feature <u>1876, 1990</u> Describe existing feature and its condition: Main roof is a side facing gable type and finished with composition shingles. East slope of the roof is broken with a double-flued brick chimney finished with stucco with half round caps. West slope is broken by a later brick chimney which likely serviced a kitchen. Southern portion of main roof is an historic addition with slightly higher ridge and slope. Leaks have caused damage around fringes of roof but historic roof structure is sound. Photo no. 6-1-6-6Drawing no. <u>A4-6,A8-9</u>	Describe work and impact on existing feature: Existing roof material will be removed and underlying roof structure will be selectively repaired. New roof surfacing will be 40 year architectural shingle over a ice and water membrane(peel and stick) with stainless steel fasteners. This roof surfacing will best conform with the anomalies (uneven ridge/roof slope) in existing historic roof while giving good wind load characteristics. Historic roof structure is significant and sound and will be stabilized and retained. Both chimneys will be retained and selectively repaired. Masonry repairs will done in accordance with National Park Service Historical Preservation – Technical Procedures. Loose brick will be secured. All brick, mortar joints will be cleaned with moderate pressure, using cleaning product(s) suggested by masonry restoration company. Excessive sized cracks will be grouted with mortar. All holes in brick will be filled with a specialty mortar mix to best match the brick.
--	--

Page Six – Historic Preservation Property Tax Exemption Application

Property Identification Number 2068500000

Property Address 115 Bridge Street

Feature 7

Feature Interior, 1st Floor _____ Approx. date of feature <u>1880, 1960</u> Describe existing feature and its condition: First floor features living room, three bedrooms, an entrance foyer, bathrooms. Living room has original wooden floors, stucco walls, beamed ceiling and a large, unfinished coquina fire place. Rear (south) room configuration dates to 1960s Food Stamp Office. Kitchen/dining room is heavily remodeled. West wall of dining room features an unfinished coquina wall with a fireplace. East side of 1st floor has suffered significant water and termite damage. Photo no. <u>7-1-7-7</u> Drawing no. <u>A2, A7</u>	Describe work and impact on existing feature: Non-historic partition and finishes in kitchen will be removed. A library consistent with historic open plan will be created. Floors in library will be wood, and walls and ceilings will be drywall. Stair hall will be retained and historic interior access to second floor will be restored. Parlor and fireplace will be retained in present configuration. Wood floor will be retained and deteriorated portions will be replaced with floor boards that closely match existing. Non-historic partitions in south wing will be partially removed and hallway will be created in what is believed to be its historic location. In order to minimize impact on historic features, new bathrooms will be located in this highly altered, service area of building. Chimney in this area will be retained.
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Feature 8

Feature Interior, 2nd Floor _____ Approx. date of feature <u>1880, 1960</u> Describe existing feature and its condition: Upper half floor has two one-bedroom apartments which date to c. 1970 when building was converted to tri-plex. Attic story is documented by 1876 lithograph. Apartments are accessed by a stair from the patio and a stair leading to a deck on the south end of the rear wing. West apartment has wood floors, wood paneled walls and drywall ceiling. There is a modern brick fireplace in the west wall of the living room. East apartment has wooden floors and dry wall ceiling and wall finishes. This portion of second floor is a later c. 1900 service addition. Photo no. <u>8-1-8-7</u> Drawing no. <u>A3, A8</u>	Describe work and impact on existing feature: Historic interior stair access to second floor will be restored to create a single unit. West bedroom will be created and brick fireplace will be retained. Bathroom will be added on east side of bedroom. Some reconfiguration of central rooms where non-historic bathrooms, closet are located will be undertaken to integrate former apartments through new hall. Chimneys will be retained. In order to minimize impact on historic features, new bathrooms will be located in south wing, a highly altered, service area of building.
--	--

Feature 9

Feature Rear Addition _____ Approx. date of feature <u>1970</u> Describe existing feature and its condition: Rear addition will be located south of main building in area where non-historic carport c. 1970 and non-historic c. 1970 one story concrete and plywood storage building are located. Both non-historic structures are in deteriorated condition due to deferred maintenance and water damage. Photo no. <u>9-1-9-3</u> Drawing no. <u>A1, A9-11</u>	Describe work and impact on existing feature: Compatible addition will be built at rear of property. Non-historic carport and storage building will be removed. Addition will be located on least conspicuous area of property where parking and service structures have been traditionally located and will be attached at rear of south wing where carport is presently located. Area where attachment will be made has been heavily remodeled. Addition will have no impact on historic features and will be reversible. A hyphen in the form of an entrance/hallway will serve as transition between historic building and new addition. Hyphen will be 10' wide and provide a 25.6' long separation from historic building. Addition will be wood frame and of compatible design and will be subordinate in height to historic structure.
---	--

Page Seven – Historic Preservation Property Tax Exemption Application

Property Identification Number 2068500000

Property Address 115 Bridge Street

Property Use (To be completed by all applicants):

1. Use(s) before improvement: Office/tri-plex

2. Proposed use(s) after improvement: Residential

Special Exemption (Complete only if applying for exemption under s. 196.1998, F.S. (property occupied by non-profit organization or government agency and regularly open to the public):

NOTE: Applicants should check with local officials to determine whether or not the exemption program offered by their municipal government and/or county allows the special exemption provided by s. 196.1998, F.S.

1. Identify the governmental agency or non-profit organization that occupies the building or archaeological site:

2. How often does this organization or agency use the building or archaeological site? _____

3. For buildings, indicate the total useable area of the building in square feet. (For archaeological sites, indicate the total area of the upland component in acres) _____ square feet () acres ()

4. How much area does the organization or agency use? _____ square feet () acres ()

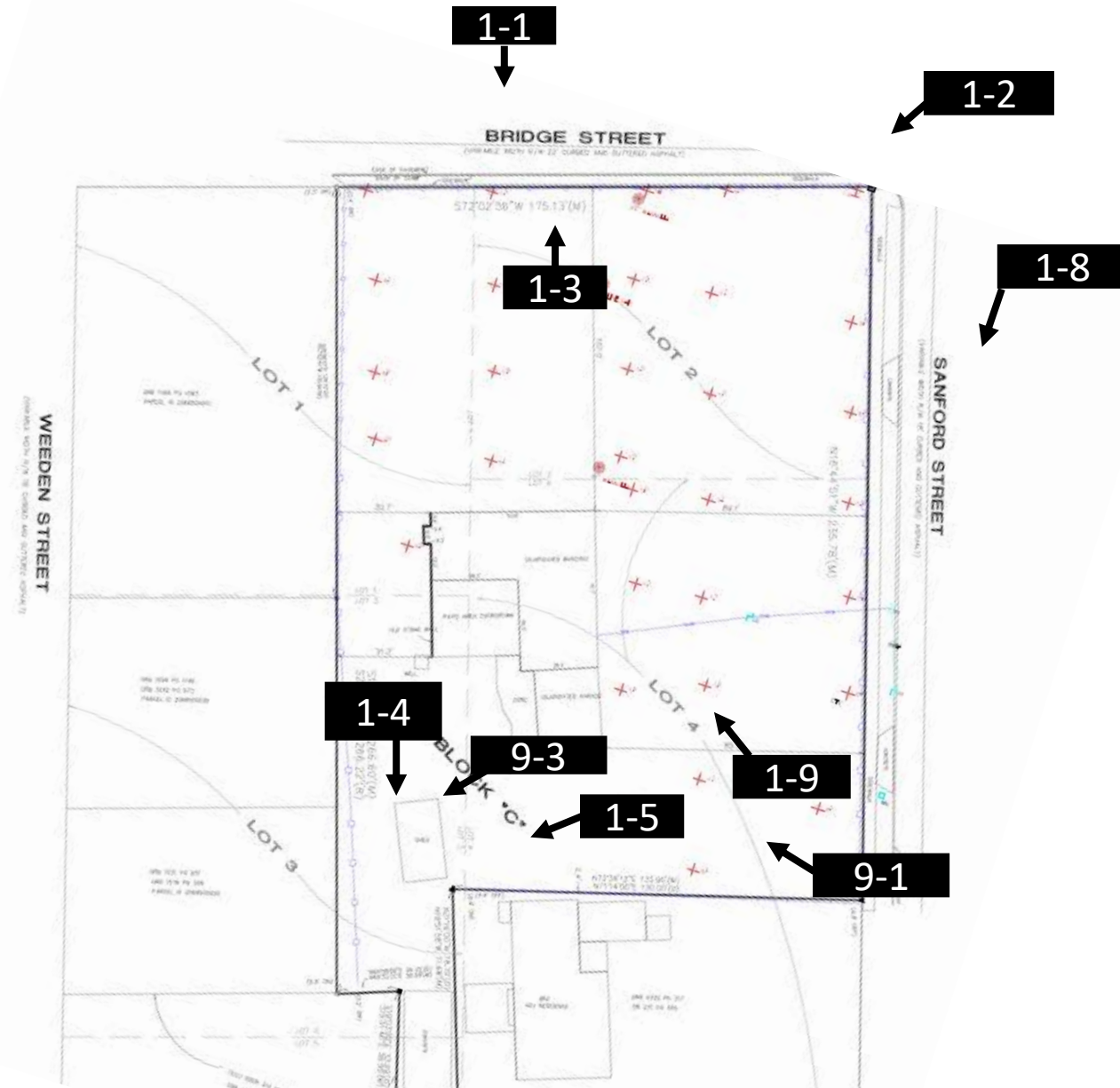
5. What percentage of the usable area does the organization or agency use? _____%

6. Is the property open to the public ()Yes ()No If so, when? _____

7. Are there regular hours? ()Yes ()No If so, what are they? _____

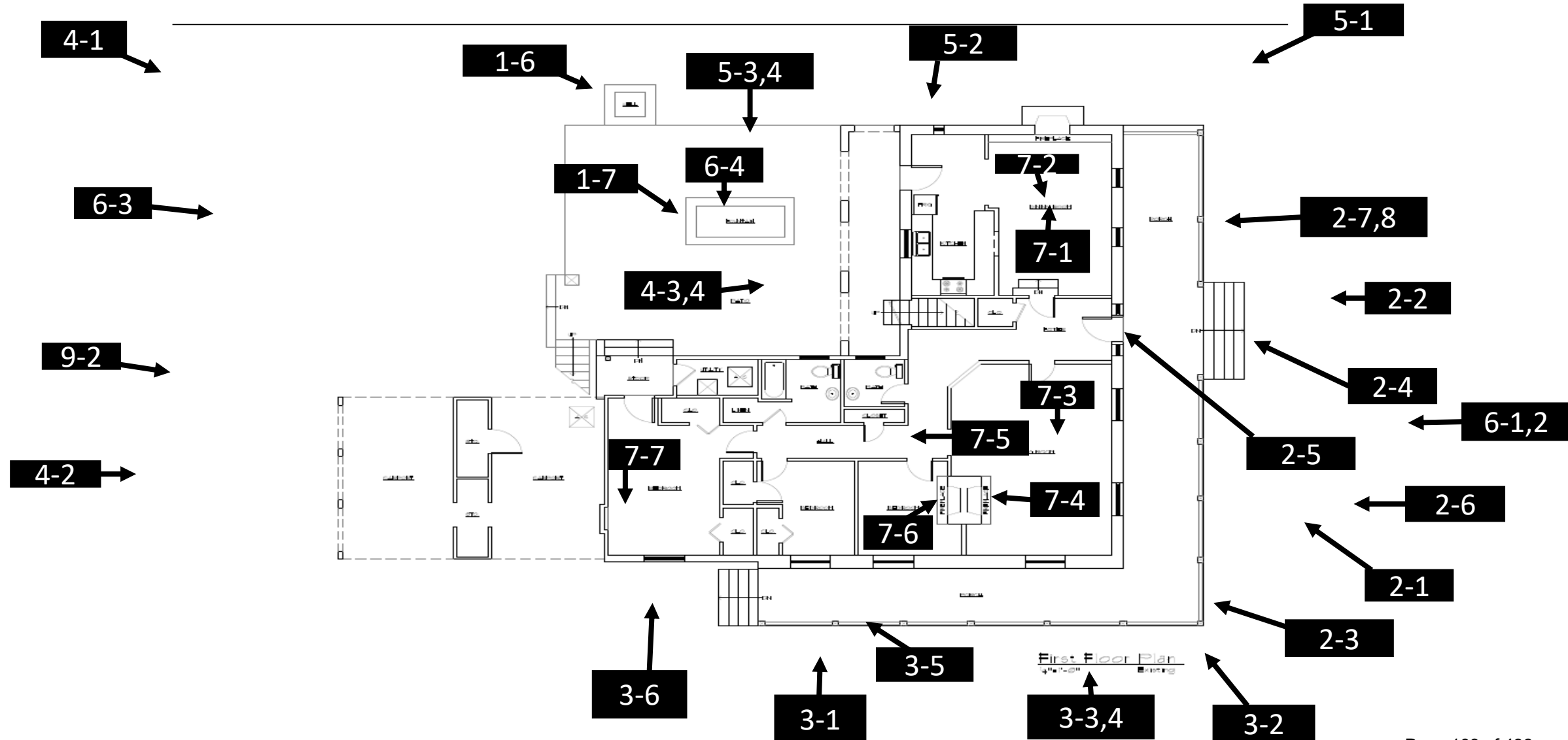
8. Is the property also open by appointment? ()Yes ()No

9. Is the property open only by appointment? ()Yes ()No



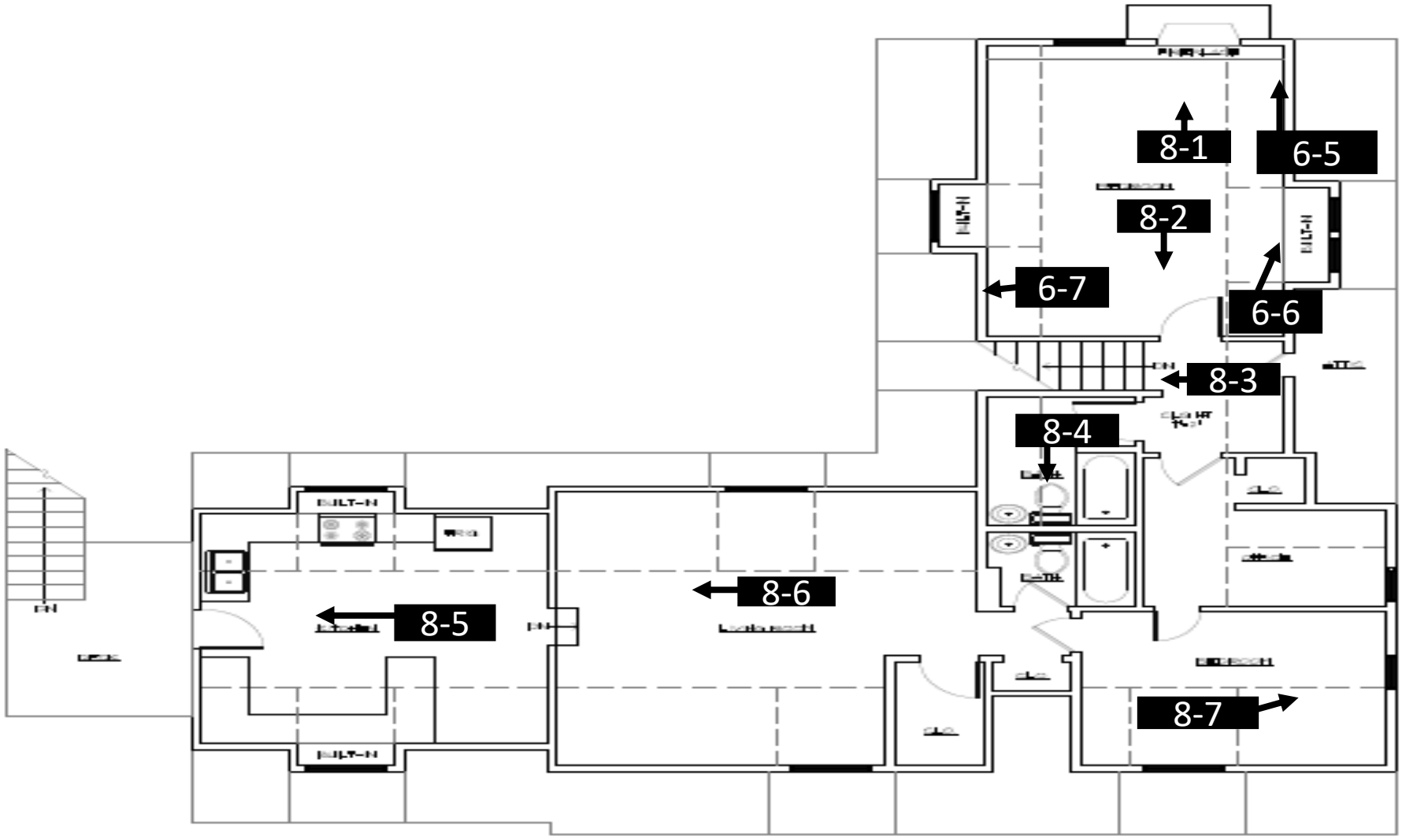
YALLAHA
115 BRIDGE STREET/ PHOTO KEY
LINCOLNVILLE HISTORIC DISTRICT

Received March 22, 2022
Planning and Building Department



YALLAHA
115 BRIDGE STREET/PHOTO KEY
LINCOLNVILLE HISTORIC DISTRICT

Received March 22, 2022
Planning and Building Department



Second Floor Plan
Existing

YALLAHA, 115 BRIDGE STREET

1. Site, facing south

2 Photo 1-1



1. Site, facing west

2 Photo 1-2



YALLAHA, 115 BRIDGE STREET

1. Site, facing north, entrance gate

2 Photo 1-3



1. Site, facing south, non-historic outbuilding

2 Photo 1-4



YALLAHA, 115 BRIDGE STREET

1. Site, facing east historic well
2. Photo 1-5



1. Site, facing west, non-historic patio, fountain
2. Photo 1-6



YALLAHA, 115 BRIDGE STREET

1. Site, facing south, Sanford Street

2 Photo 1-7



1. Site, facing west from Sanford Street

2 Photo 1-8



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, condition

2 Photo 2-1



1. North elevation, facing south, condition

2 Photo 2-2



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, foundation
- 2 Photo 2-3



1. North elevation, facing south, steps
- 2 Photo 2-4



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, main entrance
- 2 Photo 2-6



1. North elevation, facing south, dormer with fish-scale shingles
- 2 Photo 2-7



YALLAHA, 115 BRIDGE STREET

1. North elevation, facing south, deteriorated porch roof

2 Photo 2-8



1. North elevation, facing south, deteriorated porch roof

2 Photo 2-9



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, condition

2 Photo 3-1



1. East elevation, facing west, foundation

2 Photo 3-2



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, collapsed porch roof

2 Photo 3-3



1. East elevation, facing west, dormer, chimney

2 Photo 3-4



YALLAHA, 115 BRIDGE STREET

1. East elevation, facing west, dormer

2 Photo 3-5



1. East elevation, facing west, window/AC unit.

2 Photo 3-6



YALLAHA, 115 BRIDGE STREET

1. South elevation, facing north

2 Photo 4-1



1. South elevation, facing south, non-historic carport

2 Photo 4-2



YALLAHA, 115 BRIDGE STREET

1. South elevation, facing north, loggia

2 Photo 4-3



1. South elevation, facing north, dormer

2. Photo 4-4



YALLAHA, 115 BRIDGE STREET

1. West elevation, facing south, coquina chimney

2 Photo 5-1



1. West elevation, facing east, exposed coquina

2 Photo 5-2



YALLAHA, 115 BRIDGE STREET

1. West elevation, facing east, rear wing

2 Photo 5-3



1. West elevation, facing east, dormer

2 Photo 5-4



YALLAHA, 115 BRIDGE STREET

1. Roof, facing south, condition

2 Photo 6-1



1. Roof, facing south, condition

2 Photo 6-2



YALLAHA, 115 BRIDGE STREET

1. Roof, facing north, condition
- 2 Photo 6-3



1. Elevation, facing west, joint between original roof/rear addition
- 2 Photo 6-4



YALLAHA, 115 BRIDGE STREET

1. Roof, facing west, interior roof structure

2 Photo 6-5



1. Elevation, facing south, colonial period beams

2 Photo 6-6



YALLAHA, 115 BRIDGE STREET

1. Roof, facing west, interior roof structure, dowels

2 Photo 6-7



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing west, coquina wall, dining room

2 Photo 7-1



1. Interior, 1st floor, facing east, dining room

2 Photo 7-2



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing east, kitchen
2. Photo 7-3



1. Interior, 1st floor, facing east, parlor
2. Photo 7-4



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing south, parlor/coquina fireplace

2 Photo 7-5



1. Interior, 1st floor, facing east, parlor/wood floor

2 Photo 7-6



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing south, c. 1960 offices

2 Photo 7-7



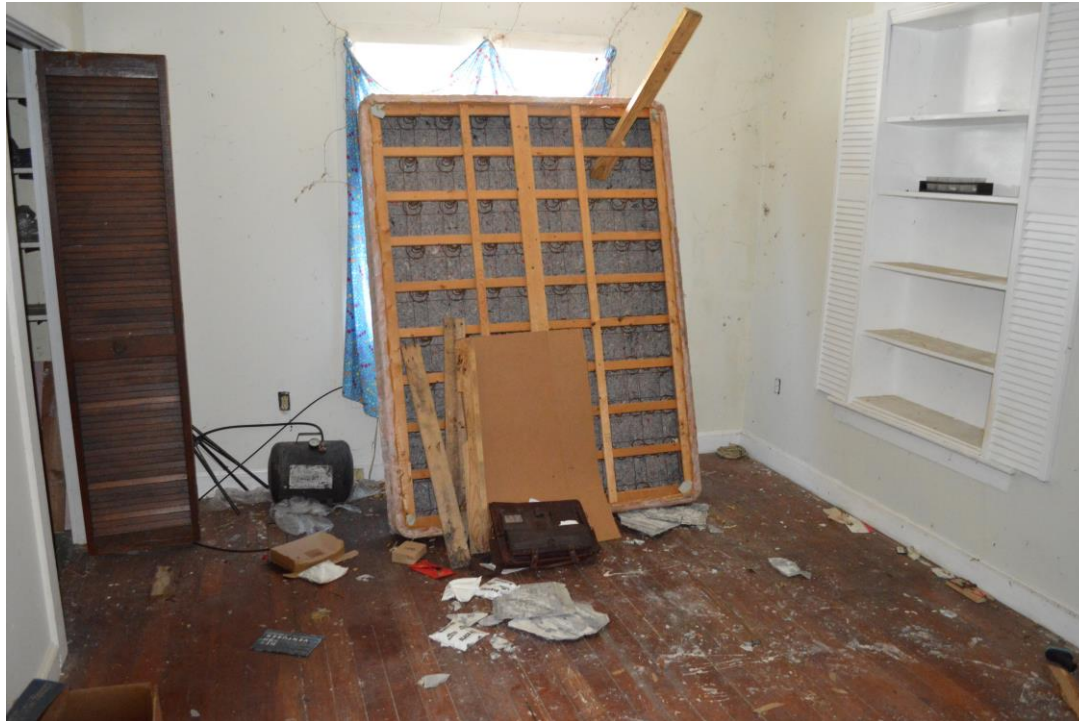
1. Interior, 1st floor, facing north, parlor/coquina fireplace

2 Photo 7-8



YALLAHA, 115 BRIDGE STREET

1. Interior, 1st floor, facing east, rear addition
2. Photo 7-9



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing west, apt. bedroom

2 Photo 8-1



1. Interior, 2nd floor, facing east, apt. bedroom

2 Photo 8-2



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing south, stair to 2nd floor

2 Photo 8-3



1. Interior, 2nd floor, facing east, apt. bathroom

2. Photo 8-4



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing south, rear apt. kitchen
2. Photo 8-7



YALLAHA, 115 BRIDGE STREET

1. Interior, 2nd floor, facing north, apt. bedroom

2 Photo 8-5

1. Elevation, facing south, non-historic outbuilding

2 Photo 8-6



YALLAHA, 115 BRIDGE STREET

1. Rear addition, facing north, non-historic carport to be removed

2 Photo 9-1



1. Rear, facing north, non-historic carport to be removed

2 Photo 9-2



YALLAHA, 115 BRIDGE STREET

1. Rear addition, facing south, non-historic outbuilding to be removed

2 Photo 9-3



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: July 11, 2024

RE: Agenda Item for July 22, 2024, City Commission Meeting;
Presentation for the Florida Department of State - Division of Historical
Resources Grant Update

Staff would like to provide the Commission with an update on five Historic Preservation projects, currently underway, utilizing funds from the Florida Department of State - Division of Historical Resource appropriation, in the amount of \$3,620,000.

Attached is a copy of the presentation. If you concur, please place this item on the Agenda for the Commission meeting scheduled for Monday, July 22, 2024, under 10A. Staff Reports and Presentations. As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Barbara Moore
General Services Group Manager

BLM

Encl: PowerPoint Presentation

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk
file

Florida Department of State- Division of Historical Resources Grant Update

City Commission Meeting
July 22, 2024

Barbara Moore
General Services Group Manager
City of St. Augustine



CITY OF
ST AUGUSTINE
EST. 1565

INTRODUCTION

Background:

On July 1, 2023, the City of St. Augustine received an appropriation from the State of Florida, Department of State, Division of Historical Resources in the amount of \$3,620,000.

The grant funds will be used to repair/restore the following:

1. Repaint the Pena Peck House
2. Repair/Replace roof on the Pena Peck House
3. Repair/Replace the floors at the Visitor Information Center
4. Replace non-historic windows in the Alcazar Hotel/Lightner Building
5. Apply waterproof sealant to the Alcazar Hotel/Lightner Building



Pena Peck House

Grant Funded Project: Paint Exterior of Building

- Project completed February 2024
Vendor contract \$33,425

Grant Funded Project: Roof Replacement

- Project to begin February 3, 2025
Vendor contract \$605,000
(\$570,000 grant funded, \$35,000 budgeted)

City Funded Project: Restore Windows

- Project complete
- Vendor contract Phase I & II -
\$182,282 budgeted



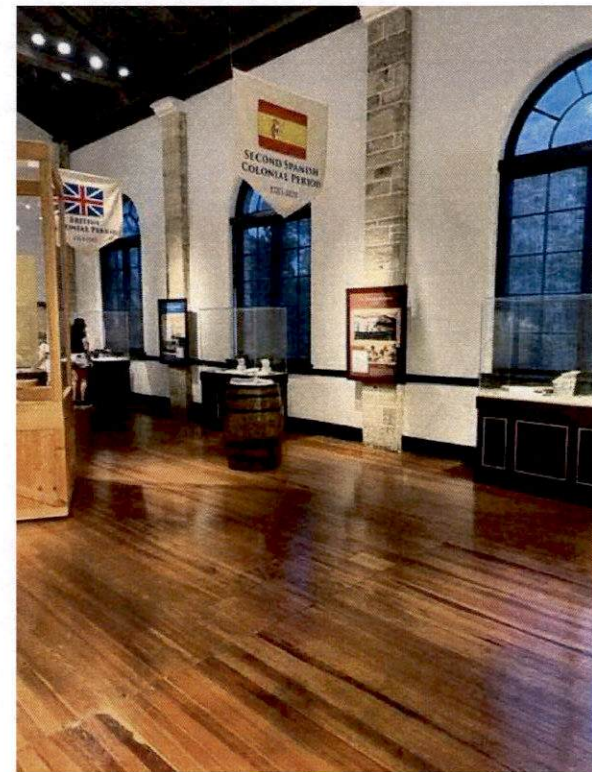
Visitor Information Center

Grant Funded Project: Replace Wood Floors

- Project in the solicitation process
Budget: \$90,000

City Funded Project: Restore Windows

- Finalizing the scope of work
Budget: \$450,941



Alcazar Window Replacement

Grant Funded Project: Replace Windows

- Project in the solicitation process
Budget: \$1,539,075

Scope:

315 windows to be replaced/restored

- 138 new windows to be ordered
- 117 new windows already here
- 60 reglazed in place



Preparing solicitation to be approved by DOS

Note: 363 windows have already been replaced



CITY OF
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EST. 1565

Alcazar Waterproofing

Grant Funded Project: Waterproof Exterior of Building

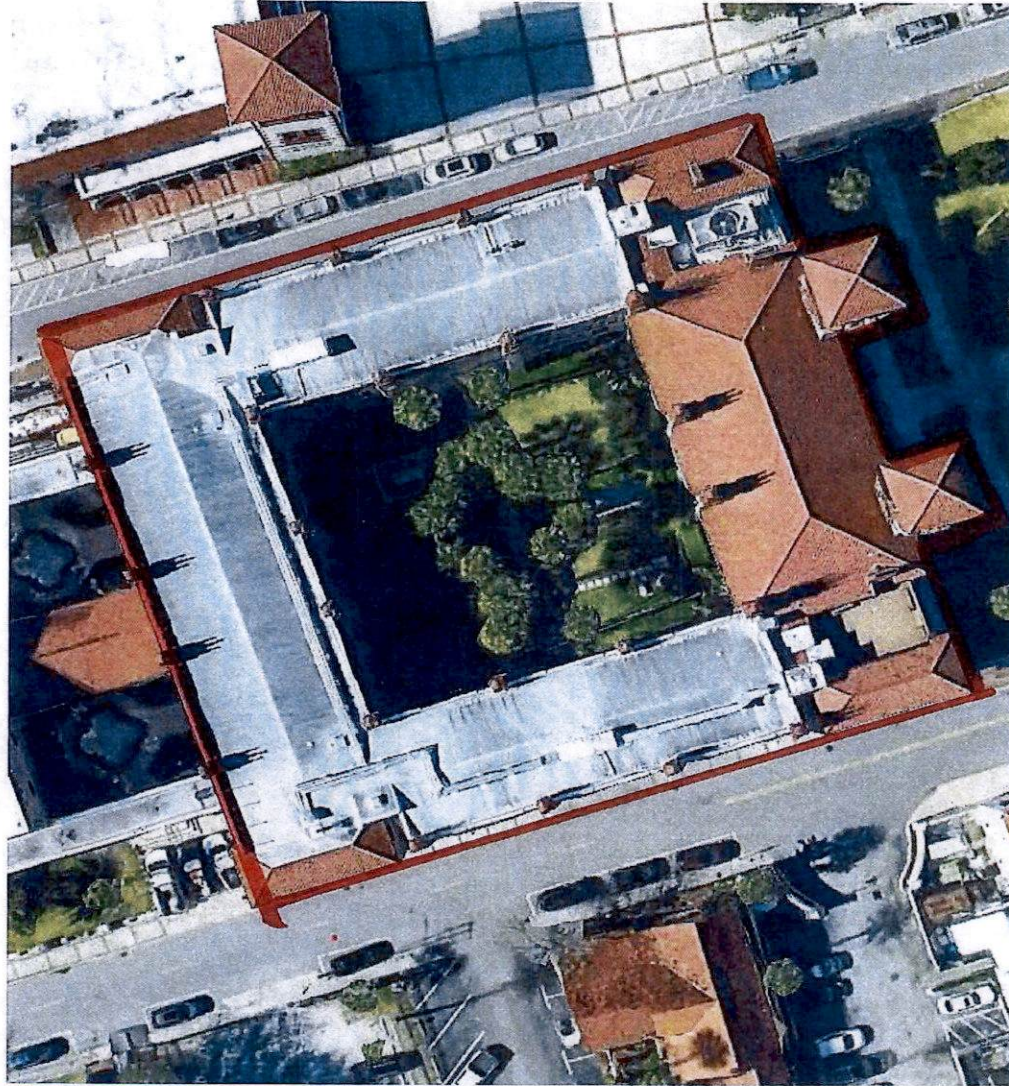
- Project to begin August 1, 2024
Vendor contract \$1,350,000

Scope:

1. Soft wash all surfaces
 2. Repair damaged Terra Cotta spires, chimney caps, sills, brick, etc.
 3. Repair all cracks - Remove current material and replace with epoxy gel/silicone sealant and coquina shell to match building
 4. Apply water repellent to all surfaces
-
- ✓ No scaffolding on the exterior of the building, courtyard only
 - ✓ Platform on roof (front of building) for first month
 - ✓ Can be removed in 24 hours in the event of inclement weather



Alcazar Waterproofing



CITY OF
ST. AUGUSTINE
EST. 1565

Alcazar Waterproofing

Project to begin August 1, 2024

Phase 1 - North (front) side of the building – Begin August 1, 2024, complete by November 1, 2024.

Phase 2 – West (Granada) side of the building – Begin November 4, 2024, complete by December 6, 2024.

Phase 3 – East (Cordova) side of the building – Begin December 9, 2024, complete January 10, 2025.

Phase 4 – South (rear) side of the building – Begin January 13, 2025, complete January 31, 2025.

Phase 5 – Courtyard – Begin February 3, 2025, complete April 30, 2025.

Note: Dates above are estimates for planning purposes. Weather or unforeseen circumstances may change the project timeline.



CITY OF
ST. AUGUSTINE
EST. 1565

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: July 10, 2024

RE: 2024 Conservation Program – Nominated Properties Ranking Presentation;
Staff Reports and Presentations

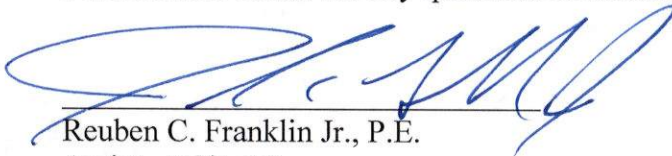
On February 12, 2024, the City of St. Augustine approved the creation and implementation of a Conservation Program that allows the City Commission to acquire, improve, and manage lands that protect the City's natural and cultural resources, as well as improve the community's overall health and resilience.

The program's first application period has been opened and closed where property owners or their authorized agent applied to nominate their parcel of land to be reviewed and ranked by a staff-appointed committee. Applications were accepted through May 31, 2024. The City received two applications nominating properties for purchase. Once the applications were received, a publicly noticed meeting was held on June 17, 2024, wherein the committee discussed the properties and ranked them according to a preapproved decision matrix. The properties ranked as follows:

1. Several parcels totaling 17 lots on Evergreen Ave and Smith St, totaling 2.47 acres; Composite Score: 49.6
2. 0 Christopher St, totaling 0.96 acres; Composite Score 29.5

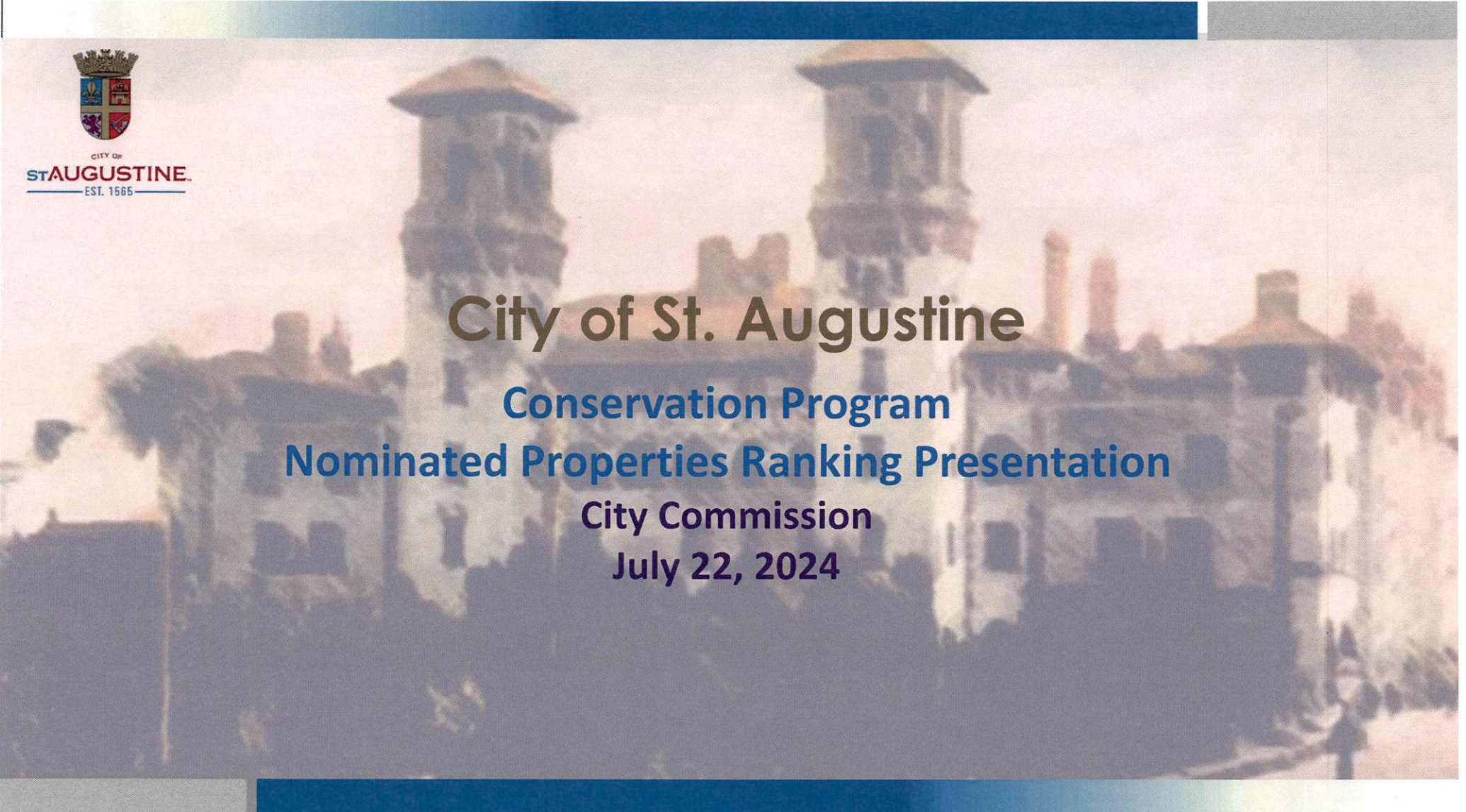
Attached is a presentation summarizing the properties and the application packages for both properties including location maps for review. Property appraisals are in the process and are anticipated to be available for discussion purposes at the City Commission meeting. Staff are prepared to present the properties, discuss and answer any questions the City Commission may have and receive directions on whether to proceed with purchasing or not purchasing the properties.

I'm available to answer any questions or concerns regarding the program and application process.



Reuben C. Franklin Jr., P.E.
Assistant City Manager

Attachments: Properties Presentation
Application Packages



City of St. Augustine

Conservation Program

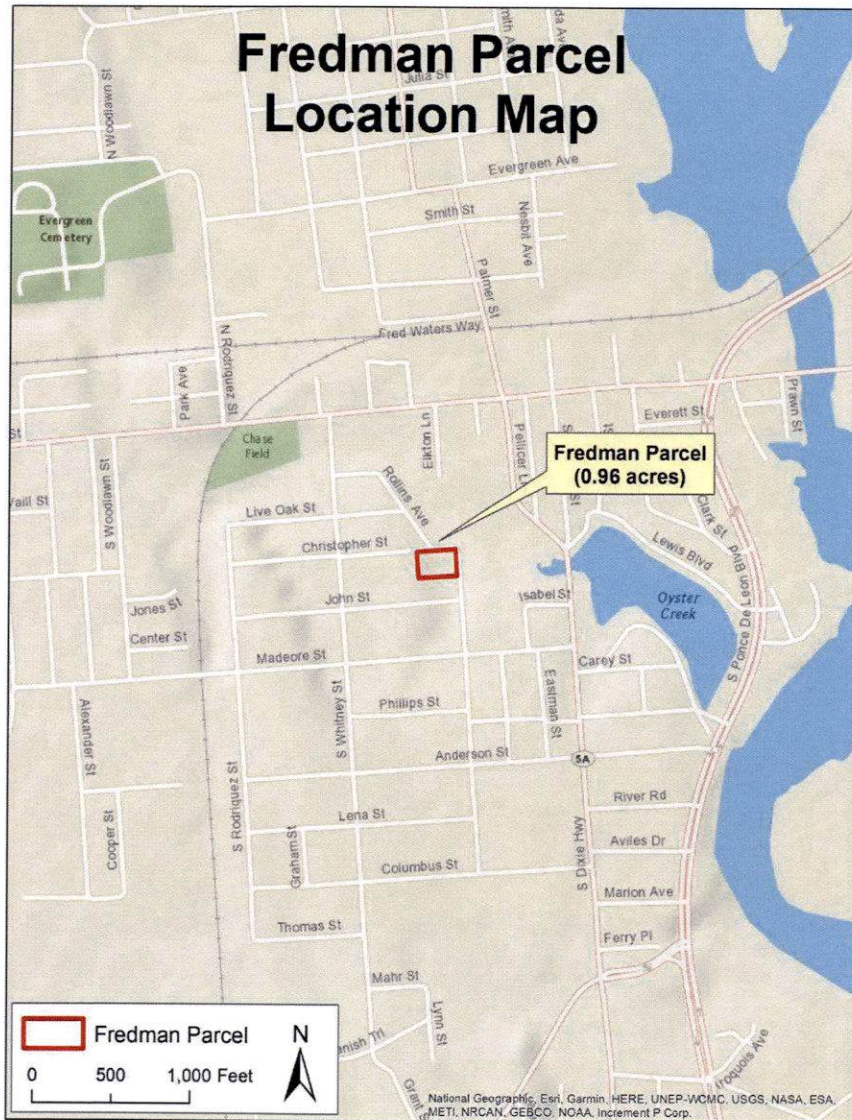
Nominated Properties Ranking Presentation

City Commission
July 22, 2024

Agenda

- **Property Summaries**
- **How the Properties Ranked**
- **Discussion**

Fredman 0 Christopher St.

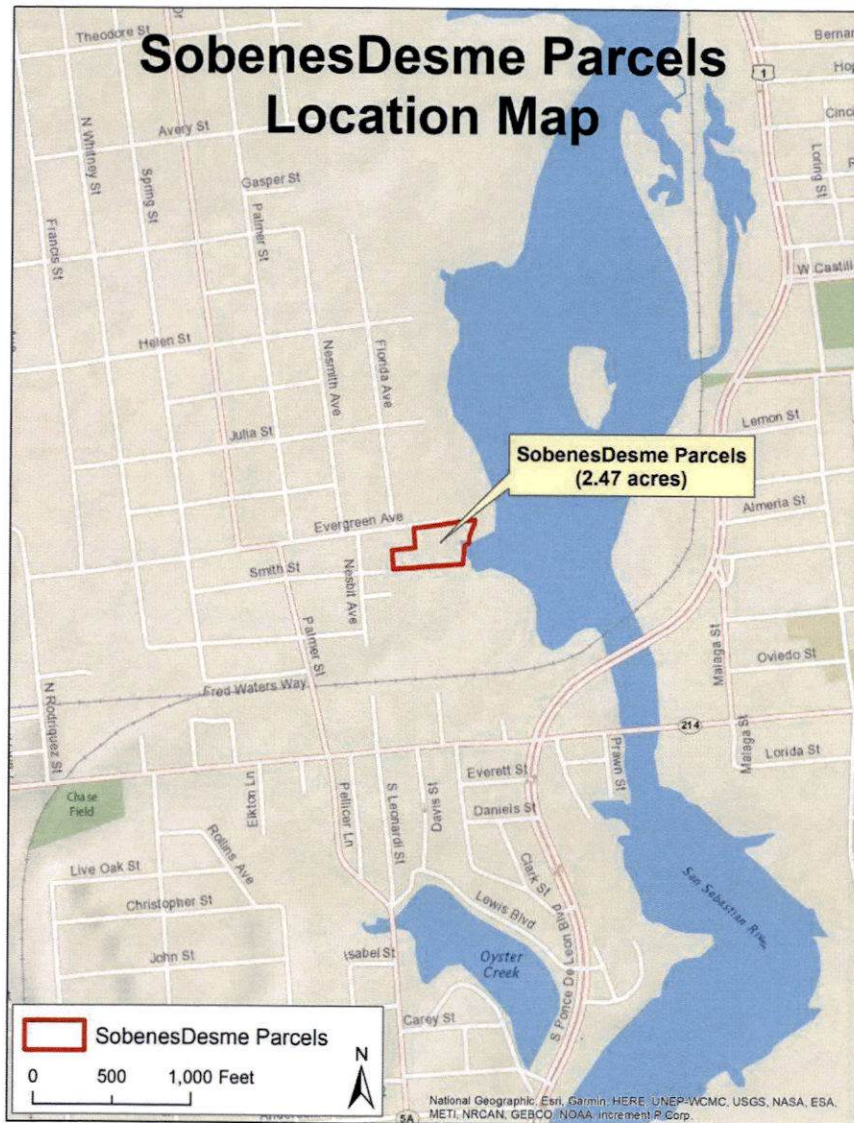




CITY OF
ST. AUGUSTINE
EST. 1565



SobenesDesme Evergreen Ave. and Smith St.







CITY OF
ST. AUGUSTINE.
— EST. 1565 —

Q & A

City of St. Augustine Conservation Program
Property Nomination Form

ARE YOU THE PROPERTY OWNER? YES X NO

If no, please fill out the Agent Authorization Form at the bottom of this form (last item).

A. PROPERTY OWNER/AGENT CONTACT INFORMATION:

Name: Jorge and Rachel SobenesDesme

Address:

812 Cooper St

St Augustine, FL 32084

Phone: 904.338.3419 Email: jsobenesdesme@gmail.com

B. PROPERTY INFORMATION

Parcel Owner: Jorge and Rachel SobenesDesme

Parcel Address:

Several parcels totaling 17 lots on Evergreen Ave and Smith St

Including 250 feet of waterfront along the San Sebastian intracoastal river

Full Parcel Identification Number(s) (not required):

1034700000, 1034800000, 1034900000, 1035200000,
1035300000, and 1035400000

Are you proposing to sell the entire parcel? YES X NO

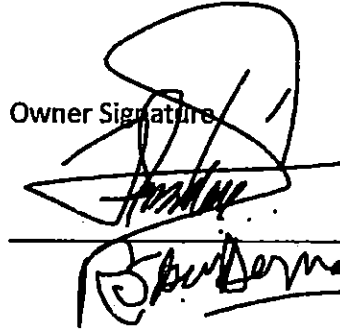
WILLING SELLER STATEMENT

By signing below, I hereby express my desire to have my property considered for acquisition under the City of St. Augustine's Conservation Program. I express my willingness to sell my property after successful negotiations.

Owner Name (Printed)

Jorge SobenesDesme
Rachel SobenesDesme

Owner Signature



AUTHORIZATION TO ENTER PROPERTY

I, Jorge & Rachel SobenesDesme, the owner or the owner's representative of the property described below agree that from the date this Authorization is executed, staff from the City of St. Augustine, upon reasonable notice, shall have the right to enter the property located at

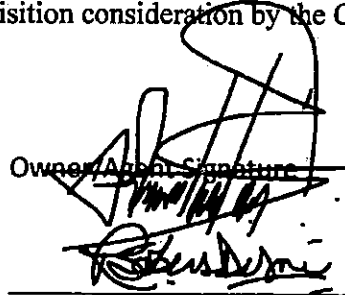
All parcels identified above

for the purposes of evaluating the property for acquisition consideration by the City of St. Augustine's Conservation Program.

Owner/Agent Name (Printed)

Jorge Sobenesdesme
Rachel SobenesDesme

Owner/Agent Signature



Date:

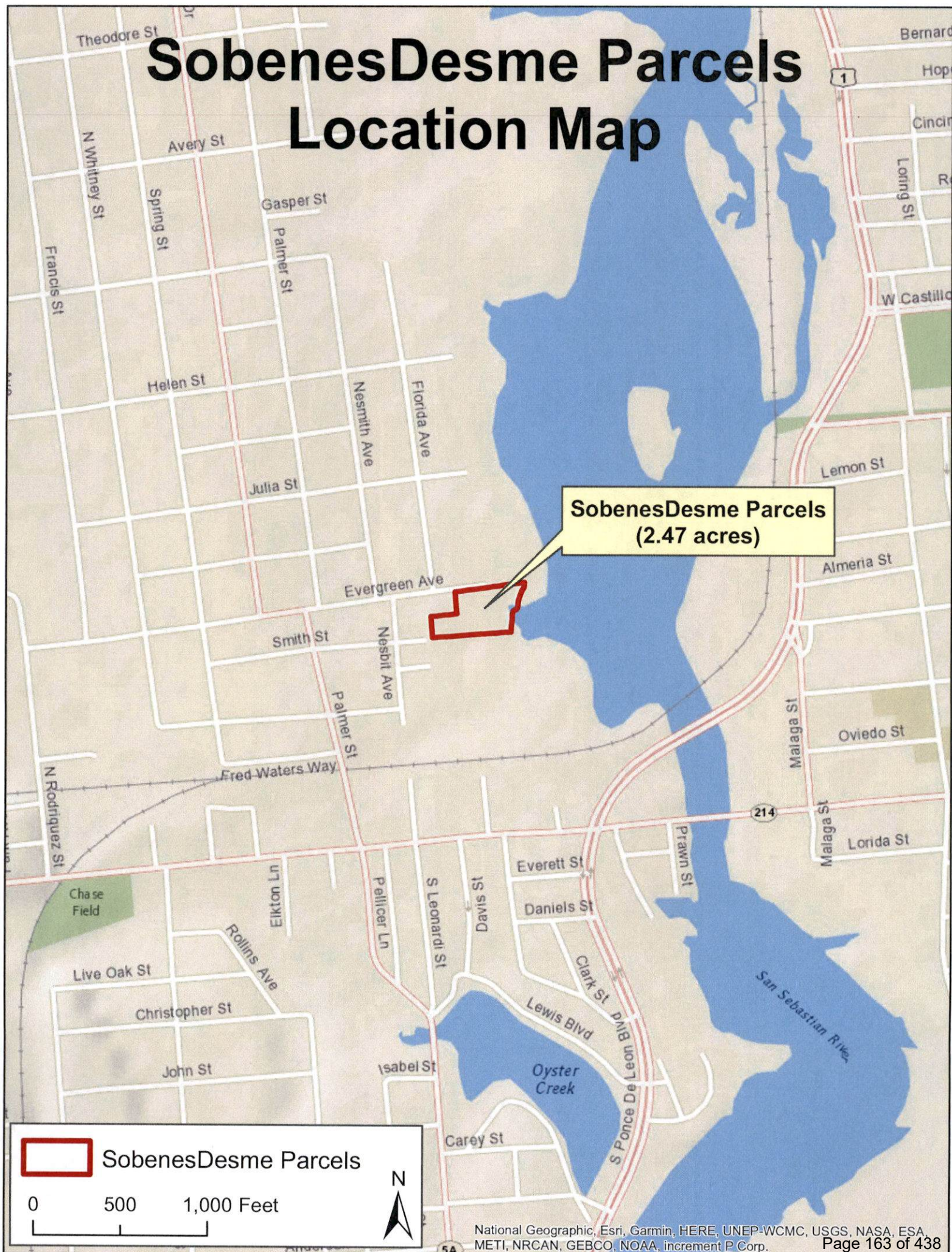
3/28/24

City of St. Augustine Conservation Program Selection Matrix

Owner	Parcel ID #	Neighborhood	Acres

CATEGORY	CRITERIA	SCORE (0-5)
Resiliency	Provides flood protection and/or floodplain management benefits.	
Ecosystem Services	Provides ecosystem services for the community.	
Natural Resources	Preserves/protects ecological diversity and habitat.	
	Preserves/protects hydrological resources.	
Cultural Resources	Preserves/protects prehistoric resources (archaeological).	
	Preserves/protects historic resources.	
	Located within a National Register of Historic Places boundary.	
Open Space/Recreation	Provides passive, resource-based recreation opportunities.	
	Provides public water access.	
Acquisition	Listed on other acquisition priority lists (potential cost share).	
	Likelihood for grant funding.	
Management/Maintenance	Level of non-native invasive plant species infestation (5 = no infestation).	
	Operational costs (5 = low cost).	
Special Value	Exceptional uniqueness or quality.	
	Provides connectivity to an adjacent public parcel.	
TOTAL SCORE		

SobenesDesme Parcels Location Map

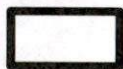
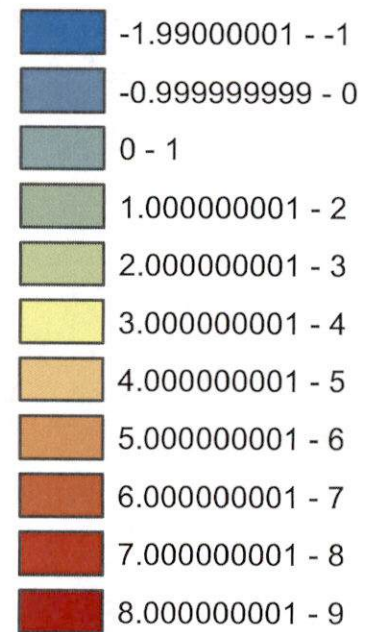


SobenesDesme Parcels Parks Map



SobenDesme Parcels DEM Map

SobenDesme Parcels
(2.47 acres)



SobenDesme Parcels

N

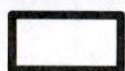
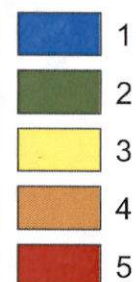
0 50 100 Feet



SobenesDesme Parcels Storm Surge Map

SobenesDesme Parcels
(2.47 acres)

Storm Surge
Hurricane Category



SobenesDesme Parcels

N

0 50 100 Feet



SobenesDesme Parcels Floodplain Map

SobenesDesme Parcels
(2.47 acres)

X

AE

AE



SobenesDesme Parcels

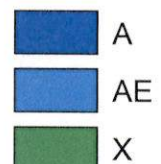
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0 50 100 Feet

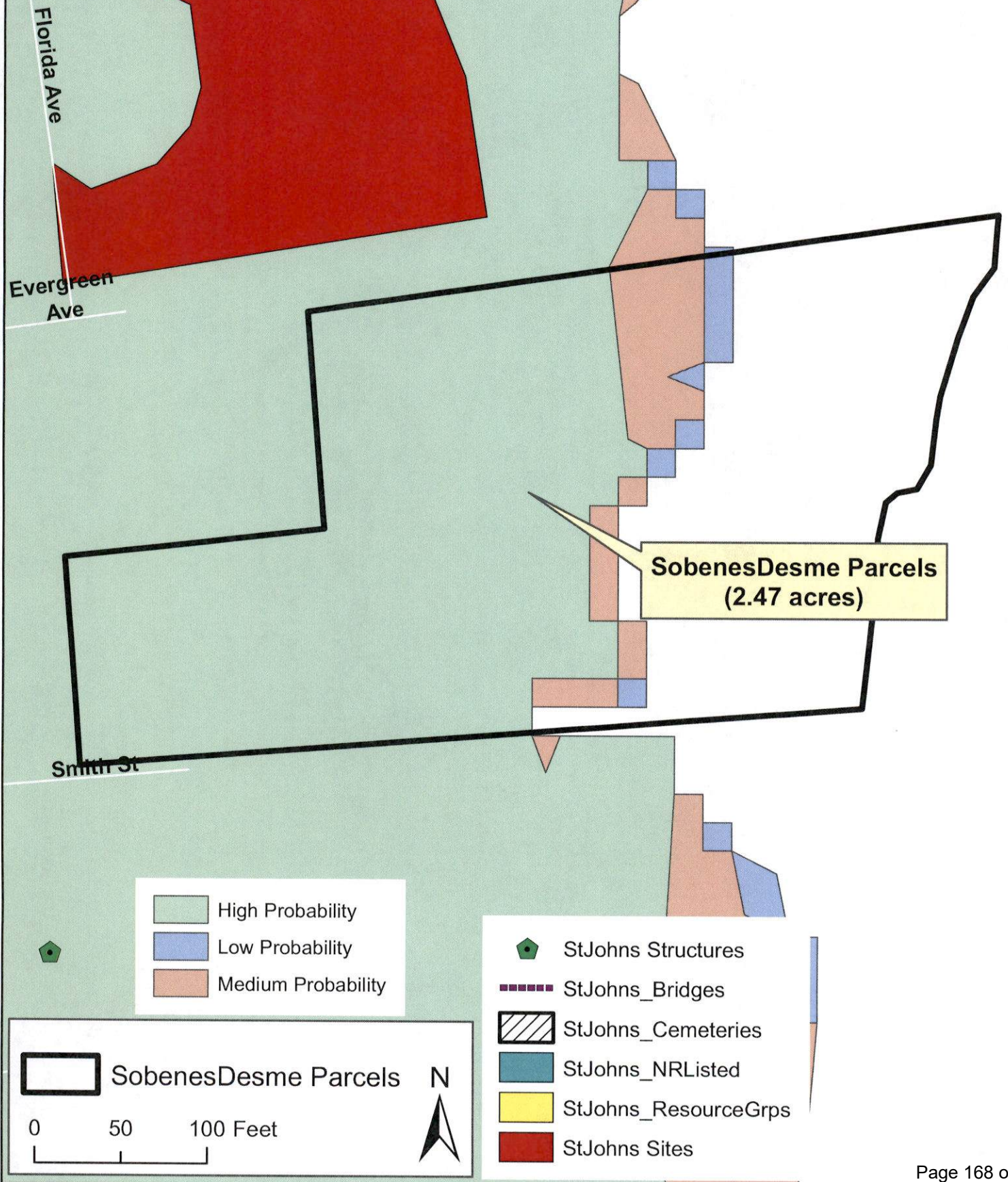


FEMA Floodplain

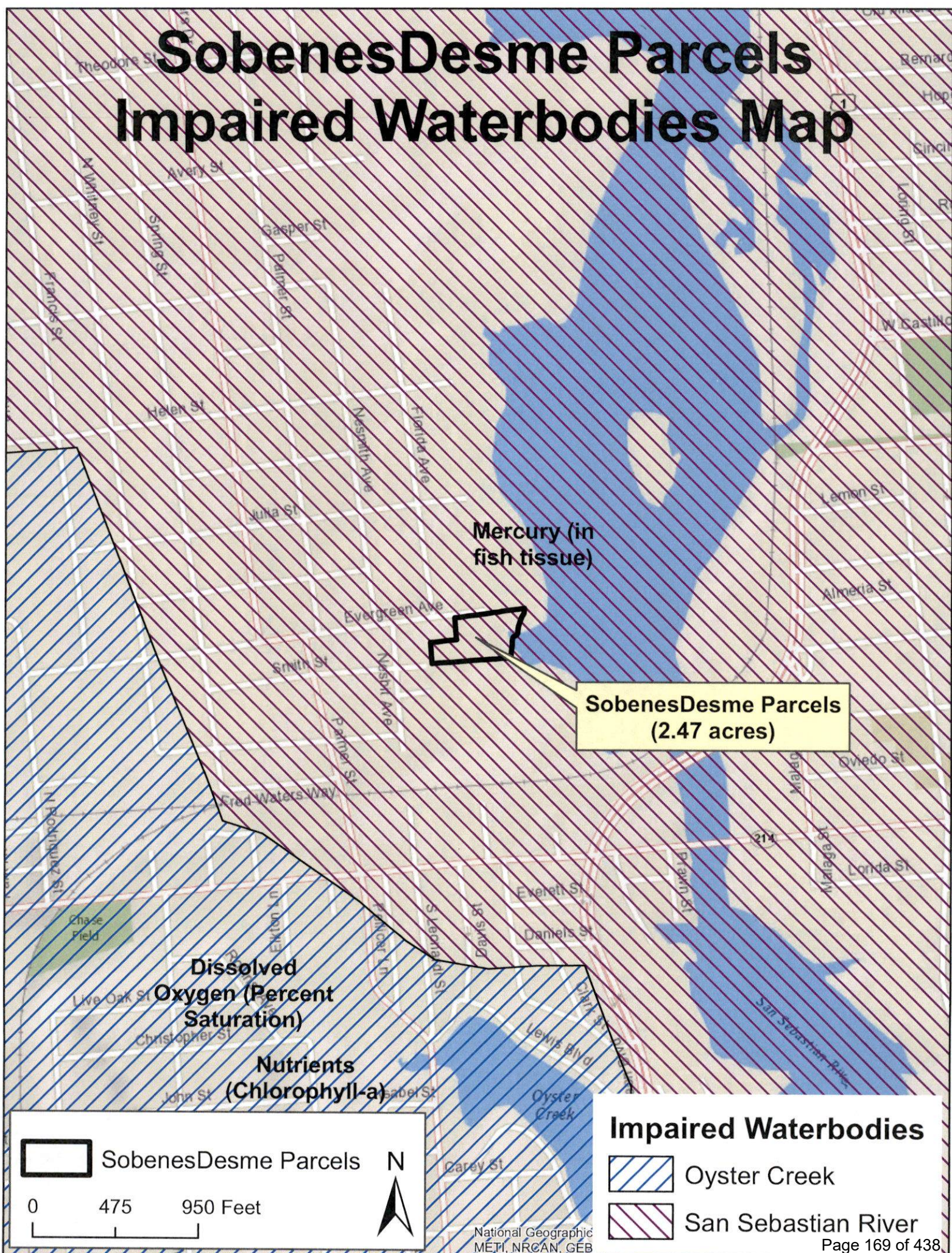
Zone



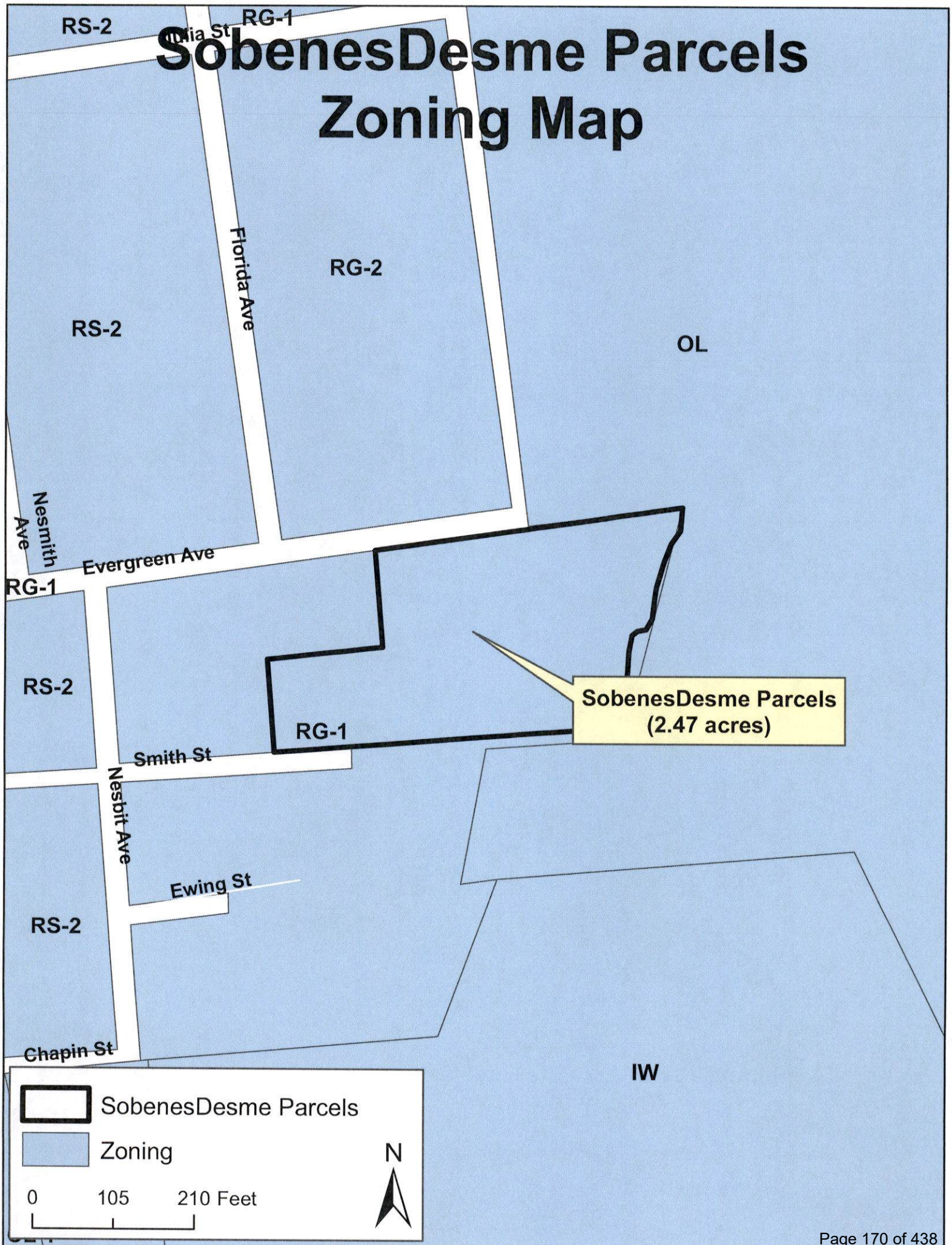
SobenDesme Parcels Cultural Resources Map



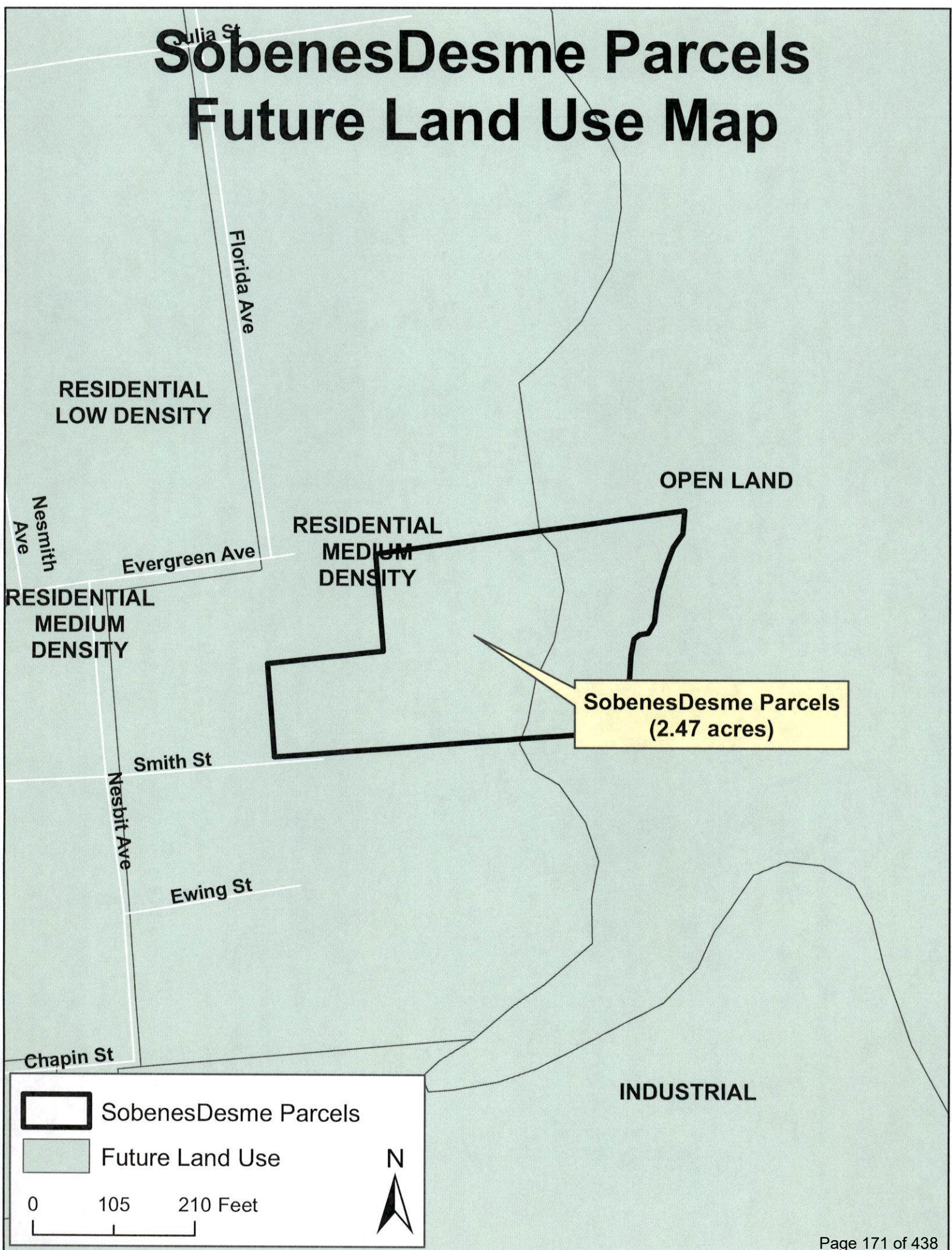
SobenesDesme Parcels Impaired Waterbodies Map



SobenesDesme Parcels Zoning Map



SobenesDesme Parcels Future Land Use Map



SobenesDesme Parcels 1942 Aerial

Florida Ave

Evergreen Ave

Smith St

Nesbit Ave

Ewing St

SobenesDesme Parcels
(2.47 acres)

0 100 200 Feet



SobenesDesme Parcels 1960 Aerial

Florida Ave

Evergreen Ave

Smith St

Nesbit Ave

Ewing St

SobenesDesme Parcels
(2.47 acres)

0 100 200 Feet



SobenesDesme Parcels 1971 Aerial

Florida Ave

Evergreen Ave

Smith St

Nesbit Ave

Ewing St

SobenesDesme Parcels
(2.47 acres)

0 100 200 Feet



SobenesDesme Parcels 1980 Aerial

Florida Ave

Evergreen Ave

Smith St

Nesbit Ave

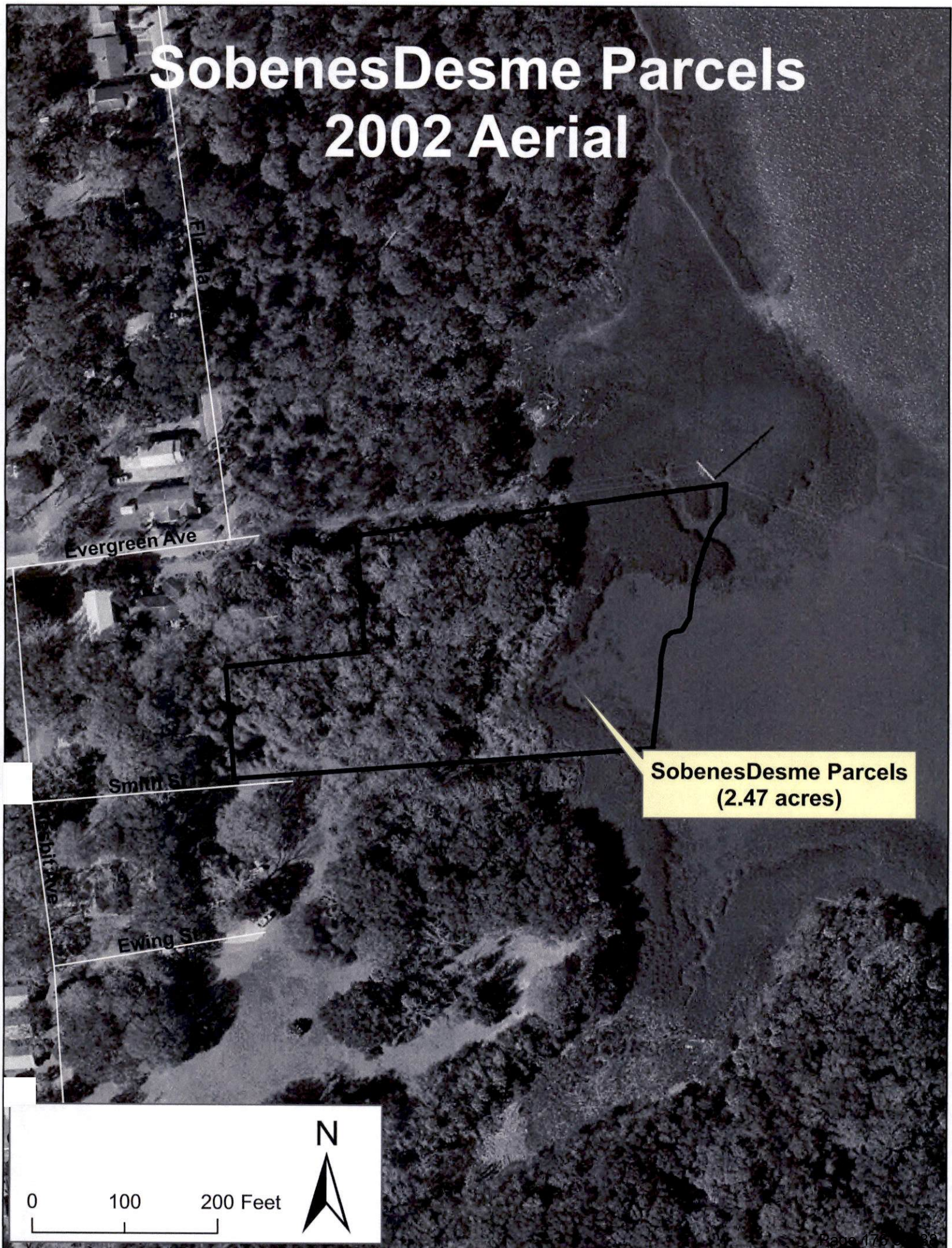
Ewing St

SobenesDesme Parcels
(2.47 acres)

0 100 200 Feet



SobenesDesme Parcels 2002 Aerial



0 100 200 Feet



SobenesDesme Parcels 2022 Aerial

Evergreen Ave

Small St

Ewing St

SobenesDesme Parcels
(2.47 acres)

0 100 200 Feet





City of St. Augustine Conservation Program
Property Nomination Form

ARE YOU THE PROPERTY OWNER? YES _____ NO ☒

If no, please fill out the Agent Authorization Form at the bottom of this form (last item).

A. PROPERTY OWNER/AGENT CONTACT INFORMATION:

Name: Carol Fredman

Address:

32 John St
St Augustine, FL 32084

Phone: 904-824-2079 Email: melissa@actiontakersteam.com
(agent email)

B. PROPERTY INFORMATION

Parcel Owner: Carol Fredman

Parcel Address:

0 Christopher St P# 1236500000
St Augustine, FL 32084

Full Parcel Identification Number(s) (not required): 1236500000

Are you proposing to sell the entire parcel? YES ☒ NO _____

WILLING SELLER STATEMENT

By signing below, I hereby express my desire to have my property considered for acquisition under the City of St. Augustine's Conservation Program. I express my willingness to sell my property after successful negotiations.

Owner Name (Printed)

Owner Signature

Carol L. Fredman

Carol Lee Fredman

AUTHORIZATION TO ENTER PROPERTY

I, Melissa Lampugnano, the owner or the owner's representative of the property described below agree that from the date this Authorization is executed, staff from the City of St. Augustine, upon reasonable notice, shall have the right to enter the property located at

10 Christopher St St Augustine FL 32084

for the purposes of evaluating the property for acquisition consideration by the City of St. Augustine's Conservation Program.

Owner/Agent Name (Printed)

Owner/Agent Signature

Melissa Lampugnano

Melissa Lampugnano

Date: 4-12-24

OWNER'S AUTHORIZATION FOR AGENT

Melissa Lampignano is/are hereby authorized TO ACT ON BEHALF OF the owner(s) of those lands described within this application in applying to the City of St. Augustine's Conservation Program:

Property located at: 0 Christopher St St. Augustine, FL 32084

By: Carol L. Friedman
Signature of Owner

Print Name of Owner

904-824-2079
Telephone

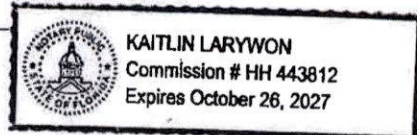
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, on this 12 day of April, 2024.

Notary Public: Kaitlin Larywon

My Commission Expires: 8/31/2027

☐ Personally known to me -OR- ☒ Produced identification

Type of identification produced: Valid ID



City of St. Augustine Conservation Program Selection Matrix

Owner	Parcel ID #	Neighborhood	Acres

CATEGORY	CRITERIA	SCORE (0-5)
Resiliency	Provides flood protection and/or floodplain management benefits.	
Ecosystem Services	Provides ecosystem services for the community.	
Natural Resources	Preserves/protects ecological diversity and habitat.	
	Preserves/protects hydrological resources.	
Cultural Resources	Preserves/protects prehistoric resources (archaeological).	
	Preserves/protects historic resources.	
	Located within a National Register of Historic Places boundary.	
Open Space/Recreation	Provides passive, resource-based recreation opportunities.	
	Provides public water access.	
Acquisition	Listed on other acquisition priority lists (potential cost share).	
	Likelihood for grant funding.	
Management/Maintenance	Level of non-native invasive plant species infestation (5 = no infestation).	
	Operational costs (5 = low cost).	
Special Value	Exceptional uniqueness or quality.	
	Provides connectivity to an adjacent public parcel.	
TOTAL SCORE		

Fredman Parcel Location Map



Fredman Parcel Parks Map

Legend:

- Fredman Parcel
- Parks

Scale: 0 500 1,000 Feet

North Arrow: N

Map Labels:

- Spengler Island Conservation Area (St. Johns Co.)
- Francis Field (COSA)
- Ravenswood Park (COSA)
- Railway Park (COSA)
- Gary Lee Park (COSA)
- Gary Lee Park
- Chase Field (COSA)
- Fredman Parcel (0.96 acres)
- Zora Neale Hurston Memorial Park (COSA)
- Oyster Creek Park (COSA)

Map Details:

- Major Roads: US Highway 1, US Highway 207, S Dixie Hwy, S Rodriguez St, S Whitley St, S Leonard St, S Davis Hwy, S Maitte St, S Leo St, S West St, S San Julian Cr, S Highland Blvd, S Pinecrest St, S Stuart Ave, S Mahr St, S Thomas St, S Columbus St, S Lena St, S Anderson St, S Phillips St, S Elton Ln, S Park Ave, S Center St, S Duval St, S 10th St, S 11th St, S 12th St, S 13th St, S 14th St, S 15th St, S 16th St, S 17th St, S 18th St, S 19th St, S 20th St, S 21st St, S 22nd St, S 23rd St, S 24th St, S 25th St, S 26th St, S 27th St, S 28th St, S 29th St, S 30th St, S 31st St, S 32nd St, S 33rd St, S 34th St, S 35th St, S 36th St, S 37th St, S 38th St, S 39th St, S 40th St, S 41st St, S 42nd St, S 43rd St, S 44th St, S 45th St, S 46th St, S 47th St, S 48th St, S 49th St, S 50th St, S 51st St, S 52nd St, S 53rd St, S 54th St, S 55th St, S 56th St, S 57th St, S 58th St, S 59th St, S 60th St, S 61st St, S 62nd St, S 63rd St, S 64th St, S 65th St, S 66th St, S 67th St, S 68th St, S 69th 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Fredman Parcel DEM Map

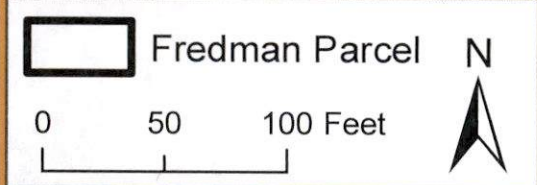
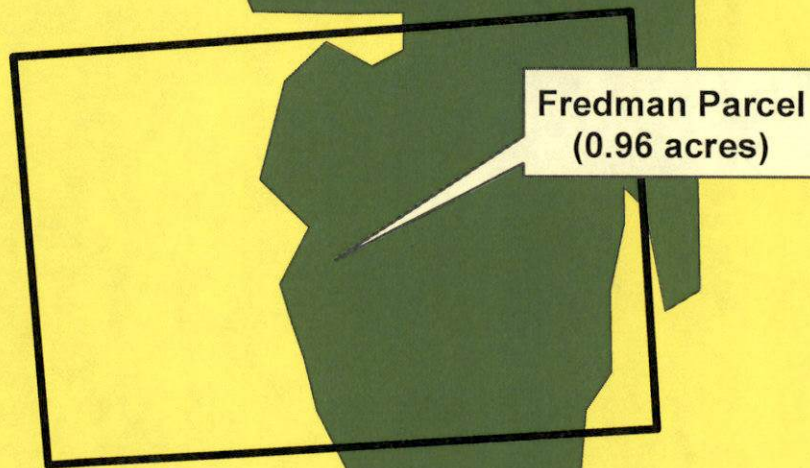
Fredman Parcel
(0.96 acres)

DEM Elev. ft. NAVD88

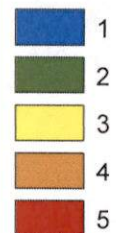
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	1.000000001 - 2
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Source: Esri, Maxar, Earthstar Geographi

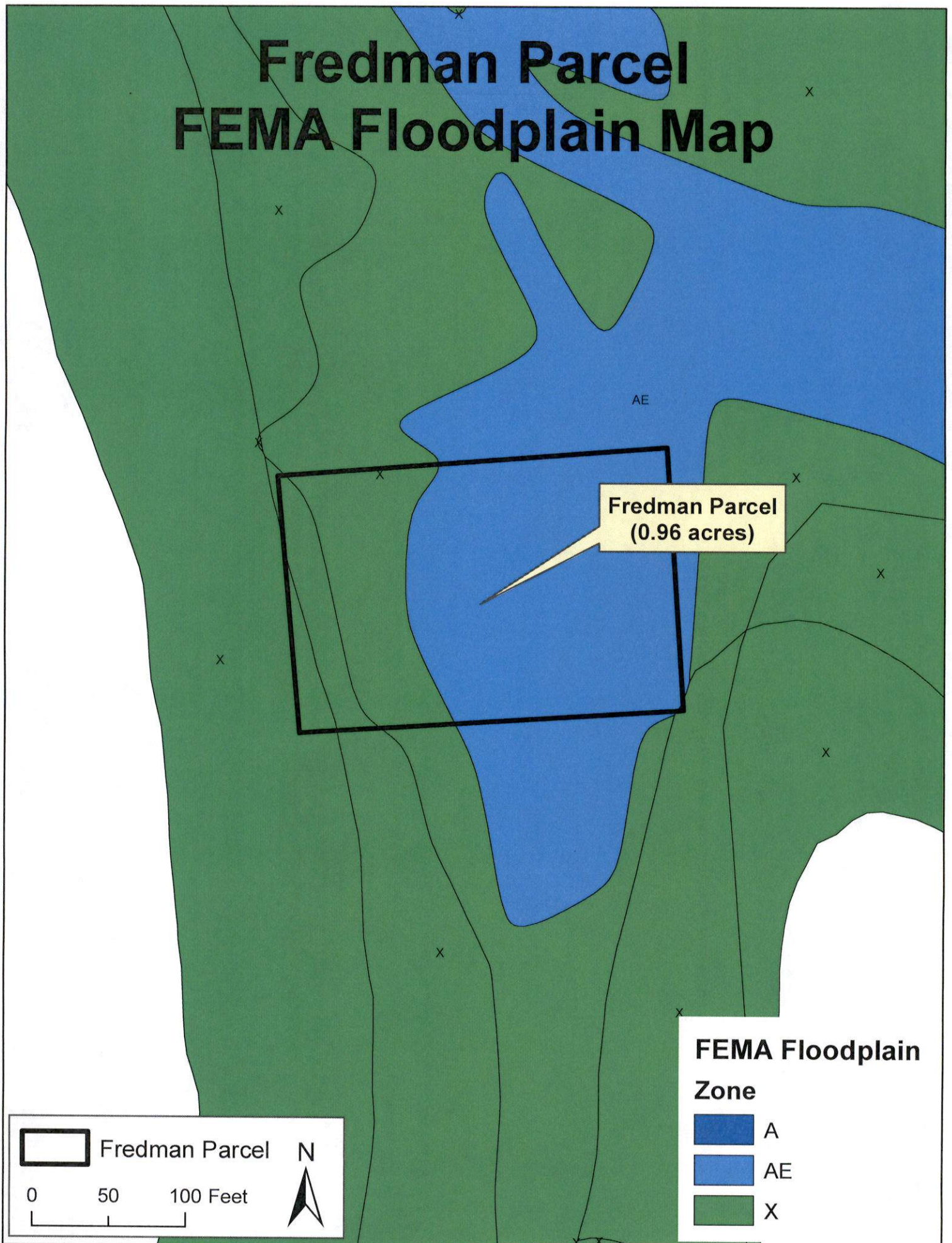
Fredman Parcel Storm Surge Map



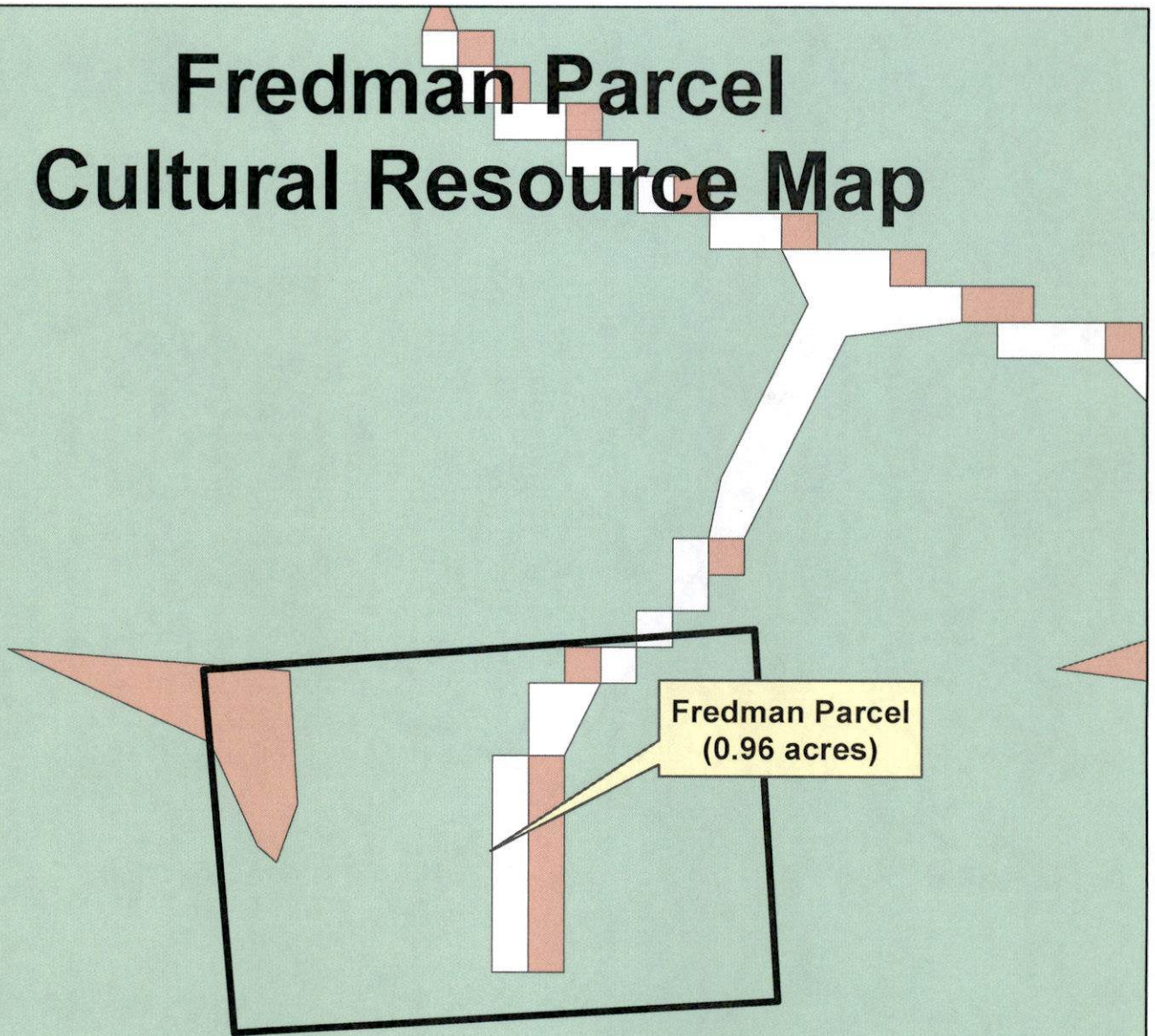
Storm Surge Hurricane Category



Fredman Parcel FEMA Floodplain Map



Fredman Parcel Cultural Resource Map



Fredman Parcel
(0.96 acres)

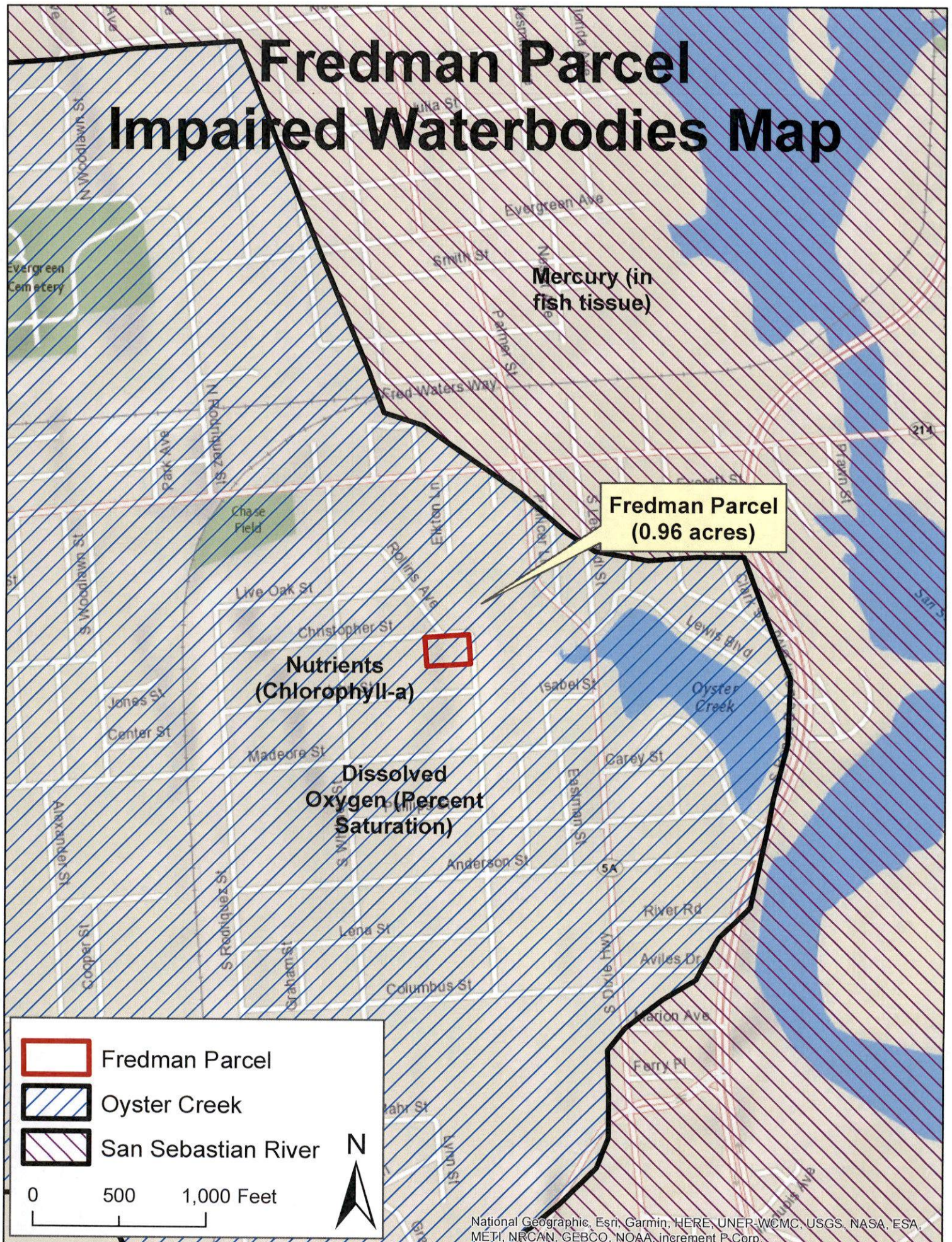
-  StJohns_Structures
-  StJohns_Bridges
-  StJohns_Cemeteries
-  StJohns_NRListed
-  StJohns_ResourceGrps
-  StJohns_Sites

Archaeological Model

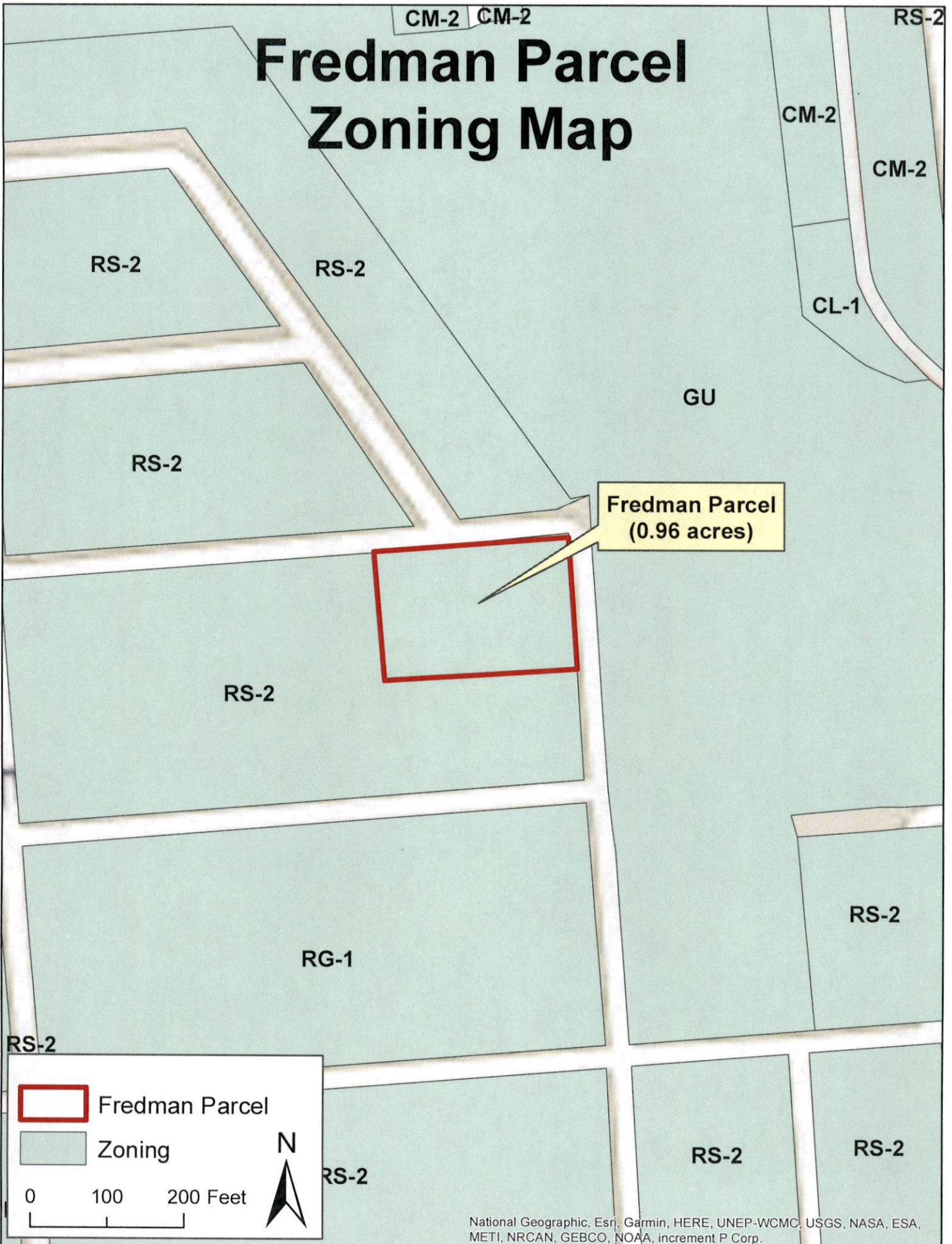
-  High Probability
-  Low Probability
-  Medium Probability



Fredman Parcel Impaired Waterbodies Map



Fredman Parcel Zoning Map



Fredman Parcel Future Land Use Map

COMMERCIAL
MEDIUM INTENSITY

PUBLIC USE

COMMERCIAL
MEDIUM
INTENSITY

OPEN LAND

RESIDENTIAL
LOW DENSITY

Fredman Parcel
(0.96 acres)

PUBLIC USE

RESIDENTIAL
MEDIUM
DENSITY



Fredman Parcel



Future Land Use

0 100 200 Feet



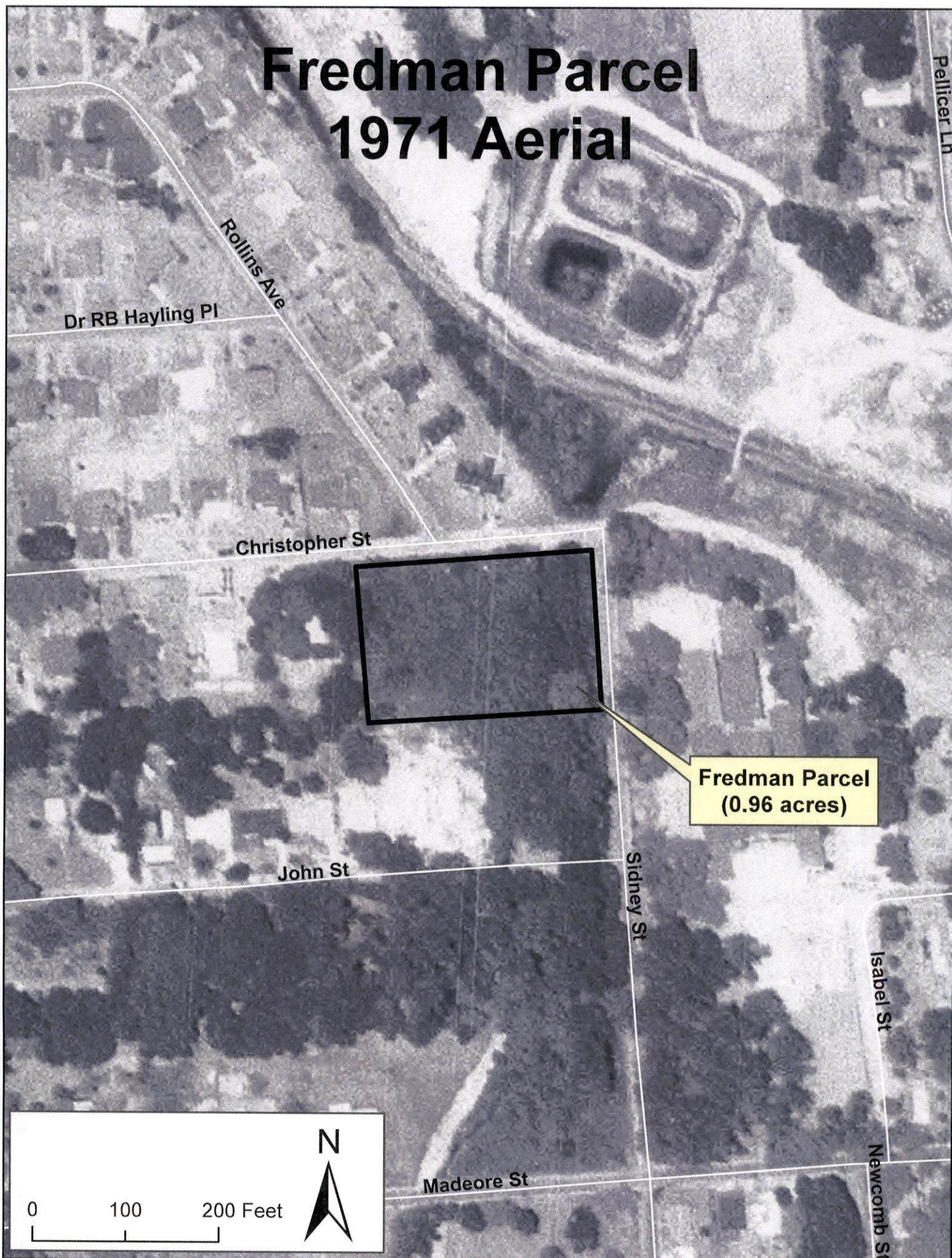
Fredman Parcel 1942 Aerial



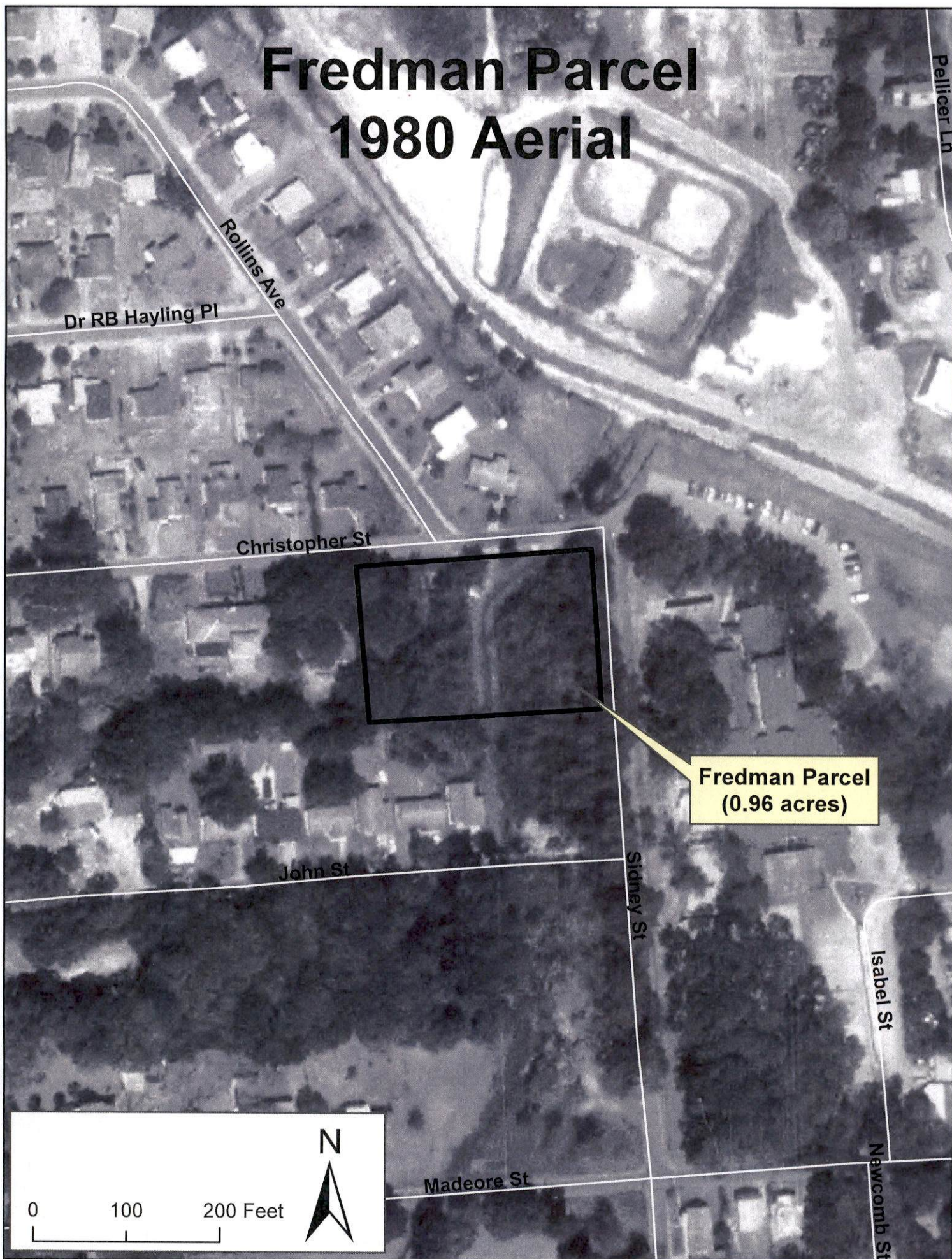
Fredman Parcel 1960 Aerial



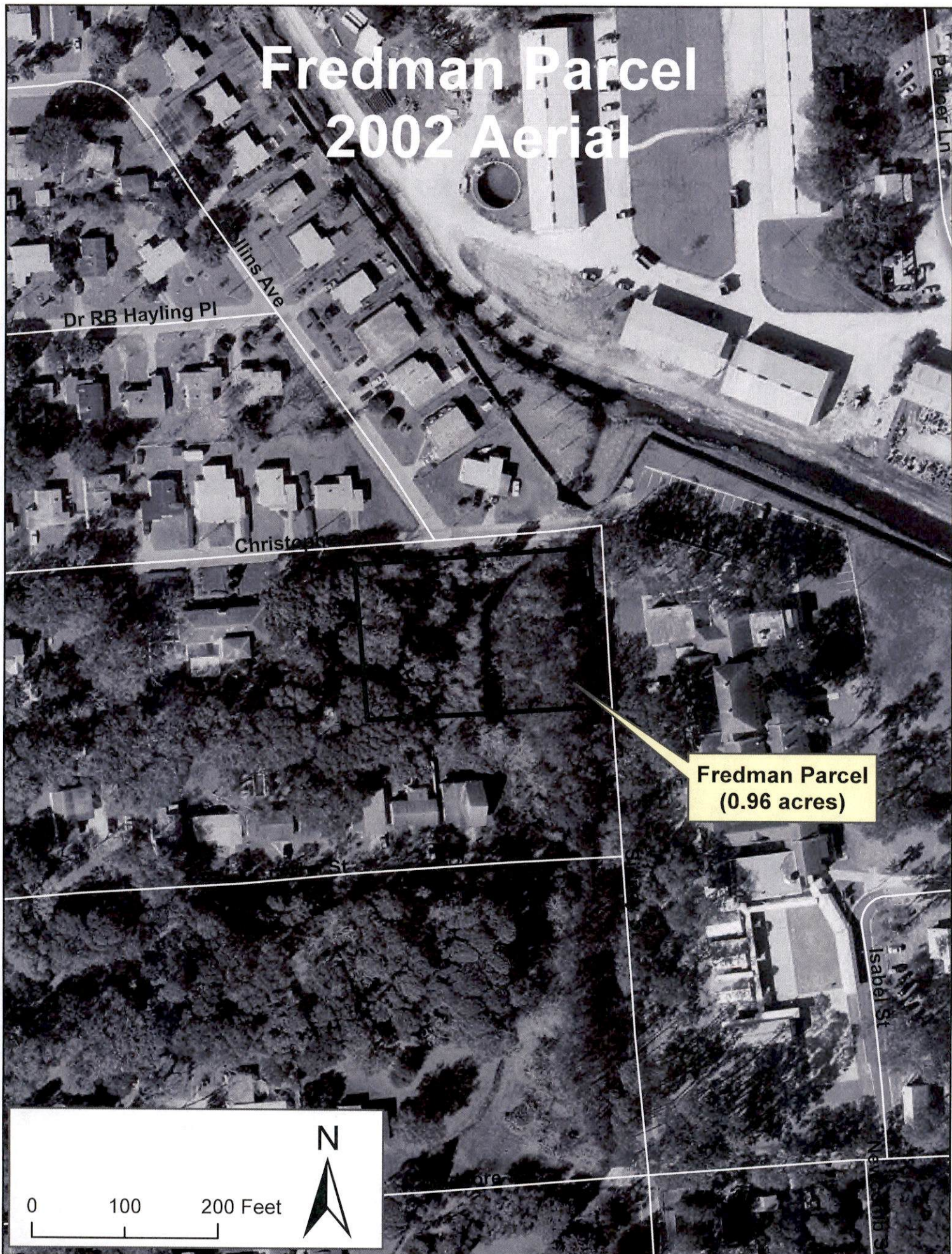
Fredman Parcel 1971 Aerial



Fredman Parcel 1980 Aerial



Fredman Parcel 2002 Aerial



Fredman Parcel 2022 Aerial



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: July 11, 2024

RE: **Building for Flood Prevention Citizen Group – Staff Presentations**

This memorandum is intended to initiate a conversation with the City Commission regarding a recommendation from the Planning and Zoning Board (PZB). At the PZB regular meeting of July 2, 2024, the Board discussed the difficult nature of many recent applications related to raising bulkheads, building retaining walls, bringing in fill and subsequent building permit applications for new construction in low lying areas. These concerns have been raised specifically for development on Anastasia Island and the south Davis Shores area especially, however the concerns could be legitimate for other areas of the city as well. Staff have worked diligently with the PZB to provide the Board with information, context and evaluation criteria to review these types of applications. But these applications are reviewed on a case-by-case basis.

By consensus the PZB requested that the City Commission consider forming a citizen group or committee to look at potentially creating an overlay area or areas to establish rules and regulations related to building for flood prevention. The potential rules and regulations would be in place to protect homes, new and existing.

If building guidelines or rules related to certain construction methods in any potential overlay areas were in place the PZB felt that these established criteria could be more consistently applied. The PZB also discussed developing incentives to encourage certain types of construction and building techniques in flood prone areas.

As you know the city recently convened a Building Code Task Force that did recommend the 70% impervious surface ratio (ISR) that is now in place for single family residences, as well as, requiring a lot grading plan which is now a requirement for a building permit for single family homes.

Additionally, the city is currently working with a consultant (WSP) on a resilient shoreline ordinance to potentially establish bulkhead height requirements, and shoreline impact or construction criteria based on the existing condition of the shoreline. For example, different criteria and development parameters if the property has a natural shoreline, altered shoreline, or is armored with a bulkhead. This project is ongoing.

Staff respectfully requests that the City Commission consider the following options and provide direction to staff regarding moving forward with this initiative. If the City Commission opts to move forward the city would engage a consultant to assist with the process and to develop suggested rules, regulations and/or appropriate criteria to amend the land development code.

Option #1 – Form a citizen group or committee to work with the consultant and staff to develop a path forward and any suggested amendments to the land development code.

Option #2 – Work with the existing PZB as the land planning agency for the city to hold open workshops hosted by the PZB to work with interested citizens, the consultant and staff to develop a path forward and any suggested amendments to the land development code.

Please place this item on the July 22, 2024, City Commission Agenda under Staff Presentations. Thank you for your attention to this matter.

If you have any questions, please call me at (904) 209-4320 or email at askinner@citystaug.com



Amy McClure Skinner, AICP
Director
Planning and Building Department

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: July 22, 2024

RE: Request to review Abbott Tract National Register Historic District nomination update

Within the City of St. Augustine, there are seven (7) neighborhoods that have been designated over the years as historic districts to the National Register of Historic Places. From south to north, these include the Lincolnville (1991), St. Augustine (1970), Model Land and Company (1983), North City (2009), Abbott Tract (1983), Nelmar Terrace (2011), and Fullerwood Park Residential (2010) Historic Districts.

Benefits to Being Designated: The National Register is the nation's inventory of historic places and the designation is honorary. St. Augustine should celebrate our rich historic resources and this proposed update to the Abbott Tract National Register District. The City is so fortunate to have so many cultural resources! A few of the benefits to being a contributing resource is that for designated properties, and sometimes potentially eligible properties:

- The only federal oversight is when a federally funded or permitted project will have a potential impact on the designated or potentially eligible historic resource, the impact must be considered and sometimes mitigated.
- Rehabilitation projects to contributing buildings that are income-producing may be eligible for the 20% Federal Rehabilitation Income Tax Credit.
- Locally, appropriate rehabilitation projects to contributing properties may also be eligible for the City and County's Ad Valorem Tax Exemption.
- Our recently updated City code (City Commission approved August 21, 2023) states that proposed partial demolition to contributing buildings can now be reviewed administratively if the overall design and sometimes material of the replacement match the existing/historic.
- Some designated properties may also be eligible for certain preservation related grants.

Importance of the Update: Despite changes to the neighborhoods over the years after their designations, the designations had not been updated since. In 2019, the City of St. Augustine was awarded a federal grant related to Hurricane Irma that was administered by the Division of Historic Resources. Several updates to our older seven National Register Historic Districts in St. Augustine were undertaken, including Abbott Tract, Model Land and Company, and Lincolnville. Because of the short timeframe (2019-2021) and award amount of the grant, only a draft of each updated nomination was created and preliminarily reviewed by the State, but not finalized. In late 2023, additional funds were allocated from the City's Historic Preservation Division/Archaeology FY24 budget to move these drafts toward completion. These National Register updates and their finalization are important for a number of reasons, including that when federal entities like FEMA consider the existing buildings or neighborhoods that may have been impacted by a storm or water event, we would want them to have more current information for them to look at than what was surveyed over forty years ago.

A revised draft update was recently submitted to the Division of Historical Resources for the Abbott Tract Historic District. Before the update is considered by the State for the National Register, the State Historic Preservation Officer must notify the local Chief Elected Official and the local historic preservation

commission, which for St. Augustine is our Historic Architectural Review Board (HARB). The attached letter and access to the revised draft update were sent to me as St. Augustine's Certified Local Government representative, and Mayor Nancy Sikes-Kline. Our HARB reviewed the attached draft of the Abbott Tract Historic District update nomination at their regular monthly public business meeting, held June 20, 2024, and consensus of the Board was given to support the update.

Next Steps: The next step is the revised update will be reviewed by the State National Register Review Board at their next meeting, scheduled August 8, 2024. If the nomination is voted by the board to recommend the approval to the State Historic Preservation Officer and forward the proposed National Register nomination update to be reviewed at the National Park Service level. Final review is done in Washington, D.C. and the approved listing is officially designated by the Keeper of the National Register of Historic Places.

Changes Made With the Abbott Tract National Register Update: A primary reason to update to the Abbott Tract nomination is to reflect what is in the neighborhood now with a current inventory of the buildings or "above-ground resources" (versus "below-ground resources" or archaeological resources). Alterations and new infill within the district have also been documented.

Please read more about how properties and districts are evaluated for nomination in the attached National Register Bulletin. In Abbott Tract's attached update, information was added regarding Criterion B ("buildings that are associated with the lives of persons significant in our past"), for the district's association with Lucy Abbott.

As stated in Section 8, pages 1-2 in the attached nomination update: "The district's significance under Criterion C for its architecture ("that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction") and boundaries are maintained, as well as its significance under Criterion A for Community Planning and Development. While Criterion C significance of the district has not been diminished, some of the resources have been re-classified stylistically and the resources within the district have been updated.

The 1983 nomination included thirteen (19%) noncontributing resources and 124 (91%) contributing resources. In this update, 65 (33%) resources are noncontributing and 122 (67%) are contributing. The addition of properties is due to new guidelines which require the documentation and contributing status of auxiliary structures such as detached sheds and garages.

A total of 12 buildings have been demolished since the original 1983 nomination."

City Commission's and Public Review: Although the attached Abbott Tract update was reviewed at the HARB's June public meeting and has been available for viewing on the City's website since June 14th, we would like this update to be placed on the City Commission's regular agenda, to ensure Commissioners and the public have additional opportunity to review and offer feedback. The City Commission's feedback and public comment is invited and will be passed along to the Division of Historic Resources.

Please find attached excerpts from the National Register Bulletin to help answer more questions on how districts are evaluated, the letter from the State's Division of Historic Resources, the Abbott Tract National Register Historic District update and map and contact me if you have any questions.

Julie Courtney

Julie Courtney

Historic Preservation Officer, Planning and Building Department

E jcourtney@citystaug.com | P 904.209.4283

NATIONAL REGISTER BULLETIN

Technical information on the the National Register of Historic Places:
survey, evaluation, registration, and preservation of cultural resources



U.S. Department of the Interior
National Park Service
Cultural Resources
National Register, History and Education

How to Apply the National Register Criteria for Evaluation



II. THE NATIONAL REGISTER CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION:³

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of persons significant in our past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That have yielded, or may be likely to yield, information important in prehistory or history.

CRITERIA CONSIDERATIONS:

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties *will qualify* if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- b. A building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or
- d. A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
- g. A property achieving significance within the past 50 years if it is of exceptional importance.

³The Criteria for Evaluation are found in the *Code of Federal Regulations, Title 36, Part 60*, and are reprinted here in full.

III. HOW TO USE THIS BULLETIN TO EVALUATE A PROPERTY

For a property to qualify for the National Register it must meet one of the National Register Criteria for Evaluation by:

- Being associated with an important historic context *and*
- Retaining historic integrity of those features necessary to convey its significance.

Information about the property based on physical examination and documentary research is necessary to evaluate a property's eligibility for the National Register. Evaluation of a property is most efficiently made when following this sequence:

1. Categorize the property (Part IV).
A property must be classified as

a district, site, building, structure, or object for inclusion in the National Register.

2. Determine which prehistoric or historic context(s) the property represents (Part V). A property must possess significance in American history, architecture, archeology, engineering, or culture when evaluated within the historic context of a relevant geographic area.
3. Determine whether the property is significant under the National Register Criteria (Part VI). This is done by identifying the links to important events or persons, design or construction features, or information potential that make the property important.

4. Determine if the property represents a type usually excluded from the National Register (Part VII). If so, determine if it meets any of the Criteria Considerations.

5. Determine whether the property retains integrity (Part VIII). Evaluate the aspects of location, design, setting, workmanship, materials, feeling, and association that the property must retain to convey its historic significance.

If, after completing these steps, the property appears to qualify for the National Register, the next step is to prepare a written nomination. (Refer to *National Register Bulletin: How to Complete the National Register Registration Form*.)

IV. HOW TO DEFINE CATEGORIES OF HISTORIC PROPERTIES

The National Register of Historic Places includes significant properties, classified as buildings, sites, districts, structures, or objects. It is not used to list intangible values, except in so far as they are associated with or reflected by historic properties. The National Register does not list cultural events, or skilled or talented individuals, as is done in some countries. Rather, the National Register is oriented to recognizing physically concrete properties that are relatively fixed in location.

For purposes of National Register nominations, small groups of properties are listed under a single category, using the primary resource. For example, a city hall and fountain would be categorized by the city hall (building), a farmhouse with two outbuildings would be categorized by the farmhouse (building), and a city park with a gazebo would be categorized by the park (site). Properties with large acreage or a number of resources are usually considered districts. Common sense and reason should dictate the selection of categories.

BUILDING

A building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.

Buildings eligible for the National Register must include all of their basic structural elements. Parts of buildings, such as interiors, facades, or wings, are not eligible independent of the rest of the existing building. The

whole building must be considered, and its significant features must be identified.

If a building has lost any of its basic structural elements, it is usually considered a "ruin" and is categorized as a site.

Examples of buildings include:

*administration building
carriage house
church
city or town hall
courthouse
detached kitchen, barn, and privy
dormitory
fort
garage
hotel
house
library
mill building
office building
post office
school
social hall
shed
stable
store
theater
train station*

STRUCTURE

The term "structure" is used to distinguish from buildings those functional constructions made usually for purposes other than creating human shelter.

Structures nominated to the National Register must include all of the extant basic structural elements. Parts of structures can not be considered eligible if the whole structure remains. For example, a truss bridge is composed of the metal or wooden truss, the abutments, and supporting

piers, all of which, if extant, must be included when considering the property for eligibility.

If a structure has lost its historic configuration or pattern of organization through deterioration or demolition, it is usually considered a "ruin" and is categorized as a site.

Examples of structures include:

*aircraft
apiary
automobile
bandstand
boats and ships
bridge
cairn
canal
carousel
corncrib
dam
earthwork
fence
gazebo
grain elevator
highway
irrigation system
kiln
lighthouse
railroad grade
silo
trolley car
tunnel
windmill*

OBJECT

The term “object” is used to distinguish from buildings and structures those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment.

Small objects not designed for a specific location are normally not eligible. Such works include transportable sculpture, furniture, and other decorative arts that, unlike a fixed outdoor sculpture, do not possess association with a specific place.

Objects should be in a setting appropriate to their significant historic use, roles, or character. Objects relocated to a museum are inappropriate for listing in the National Register.

Examples of objects include:

*boundary marker
fountain
milepost
monument
sculpture
statuary*

SITE

A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.

A site can possess associative significance or information potential or both, and can be significant under any or all of the four criteria. A site need not be marked by physical remains if it is the location of a prehistoric or historic event or pattern of events and if no buildings, structures, or objects marked it at the time of the events. However, when the location of a prehistoric or historic event cannot be conclusively determined because no other cultural materials were present or survive, documentation must be carefully evaluated to determine whether the traditionally recognized or identified site is accurate.

A site may be a natural landmark strongly associated with significant prehistoric or historic events or patterns of events, if the significance of the natural feature is well documented through scholarly research. Generally, though, the National Register excludes from the definition of “site” natural waterways or bodies of water that served as determinants in the location of communities or were significant in the locality’s subsequent economic development. While they may have been “avenues of exploration,” the features most appropriate to document this significance are the properties built in association with the waterways.

Examples of sites include:

*battlefield
campsite
cemeteries significant for information
potential or historic association
ceremonial site
designed landscape
habitation site
natural feature (such as a rock formation)
having cultural significance
petroglyph
rock carving
rock shelter
ruins of a building or structure
shipwreck
trail
village site*

DISTRICT

A district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.

CONCENTRATION, LINKAGE, & CONTINUITY OF FEATURES

A district derives its importance from being a unified entity, even though it is often composed of a wide variety of resources. The identity of a district results from the interrelationship of its resources, which can convey a visual sense of the overall historic environment or be an arrangement of historically or functionally related properties. For example, a district can reflect one principal activity, such as a mill or a ranch, or it can encompass several interrelated activities, such as an area that includes industrial, residential, or

commercial buildings, sites, structures, or objects. A district can also be a grouping of archeological sites related primarily by their common components; these types of districts often will not visually represent a specific historic environment.

SIGNIFICANCE

A district must be significant, as well as being an identifiable entity. It must be important for historical, architectural, archeological, engineering, or cultural values. Therefore, districts that are significant will usually meet the last portion of Criterion C plus Criterion A, Criterion B, other portions of Criterion C, or Criterion D.

TYPES OF FEATURES

A district can comprise both features that lack individual distinction and individually distinctive features that serve as focal points. It may even be considered eligible if all of the components lack individual distinction, provided that the grouping achieves significance as a whole within its historic context. In either case, the majority of the components that add to the district’s historic character, even if they are individually undistinguished, must possess integrity, as must the district as a whole.

A district can contain buildings, structures, sites, objects, or open spaces that do not contribute to the significance of the district. The number of noncontributing properties a district can contain yet still convey its sense of time and place and historical development depends on how these properties affect the district’s integrity. In archeological districts, the primary factor to be considered is the effect of any disturbances on the information potential of the district as a whole.

GEOGRAPHICAL BOUNDARIES

A district must be a definable geographic area that can be distinguished from surrounding properties by changes such as density, scale, type, age, style of sites, buildings, structures, and objects, or by documented differences in patterns of historic development or associations. It is seldom defined, however, by the limits of current parcels of ownership, management, or planning boundaries. The boundaries must be based upon a shared relationship among the properties constituting the district.

DISCONTIGUOUS DISTRICTS

A district is usually a single geographic area of contiguous historic properties; however, a district can also be composed of two or more definable significant areas separated by nonsignificant areas. A discontinuous district is most appropriate where:

- Elements are spatially discrete;
- Space between the elements is not related to the significance of the district; and
- Visual continuity is not a factor in the significance.

In addition, a canal can be treated as a discontinuous district when the system consists of man-made sections of canal interspersed with sections of river navigation. For scattered archeological properties, a discontinuous district is appropriate when the deposits are related to each other through cultural affiliation, period of use, or site type.

It is not appropriate to use the discontinuous district format to include an isolated resource or small group of resources which were once connected to the district, but have since been separated either through demolition or new construction. For example, do not use the discontinuous district format to nominate individual buildings of a downtown commercial district that have become isolated through demolition.

Examples of districts include:

*business districts
canal systems
groups of habitation sites
college campuses
estates and farms with large acreage/
numerous properties
industrial complexes
irrigation systems
residential areas
rural villages
transportation networks
rural historic districts*



Ordeman-Shaw Historic District, Montgomery, Montgomery County, Alabama. Historic districts derive their identity from the interrelationship of their resources. Part of the defining characteristics of this 19th century residential district in Montgomery, Alabama, is found in the rhythmic pattern of the rows of decorative porches. (Frank L. Thierrnonge, III)

V. HOW TO EVALUATE A PROPERTY WITHIN ITS HISTORIC CONTEXT

UNDERSTANDING HISTORIC CONTEXTS

To qualify for the National Register, a property must be significant; that is, it must represent a significant part of the history, architecture, archeology, engineering, or culture of an area, and it must have the characteristics that make it a good representative of properties associated with that aspect of the past. This section explains how to evaluate a property within its historic context.

The significance of a historic property can be judged and explained only when it is evaluated within its historic context. Historic contexts are those patterns or trends in history by which a specific occurrence, property, or site is understood and its meaning (and ultimately its significance) within history or prehistory is made clear. Historians, architectural historians, folklorists, archeologists, and anthropologists use different words to describe this phenomena such as trend, pattern, theme, or cultural affiliation, but ultimately the concept is the same.

The concept of historic context is not a new one; it has been fundamental to the study of history since the 18th century and, arguably, earlier than that. Its core premise is that resources, properties, or happenings in history do not occur in a vacuum but rather are part of larger trends or patterns.

In order to decide whether a property is significant within its historic context, the following five things must be determined:

- The facet of prehistory or history of the local area, State, or the nation that the property represents;
- Whether that facet of prehistory or history is significant;
- Whether it is a type of property that has relevance and importance in illustrating the historic context;
- How the property illustrates that history; and finally
- Whether the property possesses the physical features necessary to convey the aspect of prehistory or history with which it is associated.

These five steps are discussed in detail below. If the property being evaluated does represent an important aspect of the area's history or prehistory *and* possesses the requisite quality of integrity, then it qualifies for the National Register.

HOW TO EVALUATE A PROPERTY WITHIN ITS HISTORIC CONTEXT

Identify what the property represents: the theme(s), geographical limits, and chronological period that provide a perspective from which to evaluate the property's significance.

Historic contexts are historical patterns that can be identified through consideration of the history of the property and the history of the surrounding area. Historic contexts may have already been defined in your area by the State historic preservation office, Federal agencies, or local governments. In accordance with the National Register Criteria, the historic context may relate to one of the following:

- An event, a series of events or activities, or patterns of an area's development (Criterion A);
- Association with the life of an important person (Criterion B);
- A building form, architectural style, engineering technique, or artistic values, based on a stage of physical development, or the use of a material or method of construction that shaped the historic identity of an area (Criterion C); or
- A research topic (Criterion D).

⁴ For a complete discussion of historic contexts, see *National Register Bulletin: Guidelines for Completing National Register of Historic Places Registration Forms*.

VI. HOW TO IDENTIFY THE TYPE OF SIGNIFICANCE OF A PROPERTY

INTRODUCTION

When evaluated within its historic context, a property must be shown to be significant for one or more of the four Criteria for Evaluation - A, B, C, or D (listed earlier in Part II). The Criteria describe how properties are significant for their association with important events or persons, for their importance in design or construction, or for their information potential.

The basis for judging a property's significance and, ultimately, its eligibility under the Criteria is *historic context*. The use of historic context allows a property to be properly evaluated in a nearly infinite number of capacities. For instance, Criterion C: Design/Construction can accommodate properties representing construction types that are unusual or widely practiced, that are innovative or traditional, that are "high style" or vernacular, that are the work of a famous architect or an unknown master craftsman. *The key to determining whether the characteristics or associations of a particular property are significant is to consider the property within its historic context.*

After identifying the relevant historic context(s) with which the property is associated, the four Criteria are applied to the property. Within the scope of the historic context, the National Register Criteria define the kind of significance that the properties represent.

For example, within the context of "19th Century Gunpowder Production in the Brandywine Valley," Criterion A would apply to those properties associated with important events in the founding and development of the industry. Criterion B would apply to those properties associated with persons who are significant in the founding of the industry or associated with important inventions related to gunpowder manufacturing. Criterion C would apply to those buildings, structures, or objects whose architectural form or style reflect important design qualities integral to the industry. And Criterion D would apply to properties that can convey information important in our understanding of this industrial process. If a property qualifies under more than one of the Criteria, its significance under each should be considered, if possible, in order to identify all aspects of its historical value.

NATIONAL REGISTER CRITERIA FOR EVALUATION*

The National Register Criteria recognize different types of values embodied in districts, sites, buildings, structures, and objects. These values fall into the following categories:

Associative value (Criteria A and B): Properties significant for their association or linkage to events (Criterion A) or persons (Criterion B) important in the past.

Design or Construction value (Criterion C): Properties significant as representatives of the manmade expression of culture or technology.

Information value (Criterion D): Properties significant for their ability to yield important information about prehistory or history.

*For a complete listing of the Criteria for Evaluation, refer to Part II of this bulletin.



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

June 7, 2024

The Honorable Nancy Sikes-Kline
Mayor, City of St. Augustine
P. O. Box 210
St. Augustine, FL 32085

Re: Abbott Tract National Register Historic District Update, FMSF # SJ02461

Dear Mayor Sikes-Kline:

A Florida National Register Nomination Proposal for the above referenced property has been prepared by the State Historic Preservation Office. We solicit your review and recommendation concerning eligibility in accordance with the procedures established by the National Historic Preservation Act, as amended (54 U.S.C. 302504), which created the basis for the participation of Certified Local Governments in the Florida National Register of Historic Places nomination process.

According to the Act, before properties within the jurisdiction of the certified local government may be considered by the State to be nominated for inclusion on the National Register, the State Historic Preservation Officer shall notify the owners, the applicable chief local elected official, and the local historic preservation commission. The commission, after reasonable opportunity for public comment, shall prepare a report as to whether or not such properties meets the eligibility criteria. Within sixty days of the notice from the State Historic Preservation Officer, the chief local elected official shall transmit the report of the commission and their recommendation to the State Historic Preservation Officer. If no such report and recommendation are received within sixty days, the State shall proceed with the nomination process.

If either the preservation agency or the chief local elected official supports the nomination of the property, the proposal will be scheduled for consideration by the Florida National Register Review Board. We have tentatively scheduled the nomination for the above property for consideration by the Florida National Register Review Board at their August 8th, 2024 meeting.

If both the commission and the chief local elected official recommend that a property not be nominated to the National Register, the State Historic Preservation Officer shall take no further action, unless within thirty days of the receipt of such recommendation by the State Historic Preservation Officer an appeal is filed with the State. Any party may file an appeal with the State Historic Preservation Officer. If the State



Division of Historical Resources
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6436 (Fax) • FLHeritage.com



Mayor Sikes-Kline
June 7, 2024
Page Two

Historic Preservation Officer, after hearing the appeal, determines that the property is eligible, he shall proceed with the nomination process. The State Historic Preservation Officer shall include any reports and recommendations from any party along with the nomination submitted to the Keeper of the Register.

We look forward to your recommendation and comments regarding this property. If we can be of any further assistance to you, please do not hesitate to contact me at kyra.lucas@dos.fl.gov or 850-245-6339.

Sincerely,



Dr. Kyra N. Lucas
Survey & Registration Supervisor
Bureau of Historic Preservation

**United States Department of the Interior
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM**

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Abbott Tract Historic District (Additional Documentation)

other names/site number North City/Uptown

2. Location

street & number Generally San Marco Avenue and Pine, Water, and Shenandoah Streets ☐ not for publication

city or town St. Augustine ☐ vicinity

state Florida code _____ county St. Johns code _____ zip code 32084

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally ☐ statewide ☐ locally. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation
State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:

Signature of the Keeper

Date of Action

☐ entered in the National Register

☐ See continuation sheet

☐ determined eligible for the
National Register

☐ See continuation sheet.

☐ determined not eligible for the
National Register

☐ See continuation sheet.

☐ removed from the National
Register.

☐ other, (explain) _____

5. Classification**Ownership of Property**

(Check as many boxes as apply)

- ☒ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property

(Check only one box)

- ☐ buildings
☒ district
☐ site
☐ structure
☐ object

Number of Resources within Property

(Do not include any previously listed resources in the count)

Contributing**Noncontributing**

122	65	buildings
0	0	sites
0	0	structures
0	0	objects
122	65	total

Name of related multiple property listings

(Enter "N/A" if property is not part of a multiple property listing.)

"N/A"

Number of contributing resources previously listed in the National Register

124

6. Function or Use**Historic Functions**

(Enter categories from instructions)

Domestic/Single Dwelling

Commerce/Trade/Specialty Store

Commerce/Trade/Department Store

Domestic/Multiple Dwelling

Current Functions

(Enter categories from instructions)

Domestic/Single Dwelling

Commerce/Trade/Specialty Store

Commerce/Trade/Restaurant

Domestic/Multiple Dwelling

Recreation and Culture/Museum

Vacant

7. Description**Architectural Classification**

(Enter categories from instructions)

see continuation sheet

Materials

(Enter categories from instructions)

foundation Brick; Concrete

walls Wood/Weatherboard; Wood/Shingle

Stucco; Synthetics/Vinyl; Brick; Concrete

roof Synthetics; Metal

other

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

8. Statement of Significance**Applicable National Register Criteria**

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☒ **B** Property is associated with the lives of persons significant in our past.
- ☒ **C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ **D** Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ **A** owned by a religious institution or used for religious purposes.
- ☐ **B** removed from its original location.
- ☐ **C** a birthplace or grave.
- ☐ **D** a cemetery.
- ☐ **E** a reconstructed building, object, or structure.
- ☐ **F** a commemorative property.
- ☐ **G** less than 50 years of age or achieved significance within the past 50 years

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References**Bibliography**

Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 36) has been requested
- ☒ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey

- ☐ recorded by Historic American Engineering Record

Areas of Significance

(Enter categories from instructions)

Architecture

Community Planning and Development

Social History

Period of Significance

1838-1935

Significant Dates

N/A

Significant Person

Lucy B. Abbott

Cultural Affiliation

N/A

Architect/Builder

Phillip Spencer Prioleau, Jr., architect

St. Augustine Improvement Association, builder

Primary location of additional data:

- ☒ State Historic Preservation Office
- ☐ Other State Agency
- ☐ Federal agency
- ☒ Local government
- ☐ University
- ☒ Other

Name of Repository

St. Augustine Historical Society

10. Geographical DataAcreage of Property 37**UTM References**

(Place additional references on a continuation sheet.)

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☐ See continuation sheet**Verbal Boundary Description**

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared Byname/title Lilian Rae Shropshire, MHP and Meghan Browning, with contributions from Meagan Scott, Preservation Planner &organization Terracon Consultants, Inc. & Historic Property Associates, Inc. date 06/04/24street & number 8001 Baymeadows Way, Suite 1 telephone 904-900-6494city or town Jacksonville state Florida zip code 32256**Additional Documentation**

Submit the following items with the completed form:

Continuation Sheets**Maps**A **USGS map** (7.5 or 15 minute series) indicating the property's location.A **Sketch map** for historic districts and properties having large acreage or numerous resources.**Photographs****Clear and descriptive photographs** under separate cover. The size of each image must be 3000x2000 pixels, at 300 ppi (pixels per inch) or larger. Each photograph must be numbered in the order they are referenced in the manuscript, and that number must correspond to the photograph number on the photo log.**Additional items**

(check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name variousstreet & number N/A telephone N/Acity or town N/A state N/A zip code N/A**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and amend listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*).**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reduction Projects (1024-0018), Washington, DC 20503.

ARCHITECTURAL CLASSIFICATION

No Style/Frame Vernacular

Late 19th & Early 20th Century Revivals/Colonial Revival

Late Victorian/Folk Victorian

No Style/Masonry Vernacular

Late 19th & Early 20th Century American Movements/Bungalow

Late Victorian/Queen Anne

Modern Movement/Ranch

Late 19th & Early 20th Century American Movements/American Foursquare

Mid-19th Century/Exotic Revival (Moorish)

Late 19th & Early 20th Century Revivals/Classical Revival

Late 19th & Early 20th Century American Movements/Shingle

SUMMARY

The Abbott Tract Historic District, listed in the National Register of Historic Places in 1983, is predominately a residential neighborhood located northeast of, and contiguous with, the colonial city of St. Augustine, a National Historic Landmark. Architectural styles include Folk Victorian, Colonial Revival, Vernacular (both Frame and Masonry), Florida Cracker, along with a few other styles such as Bungalow & Craftsman, Shotgun style buildings, and Queen Anne, and one distinctive Moorish Revival building. The district is roughly rectangular in form and encompasses all or part of 17 city blocks and is generally bound by the Castillo de San Marcos federal property on the south, Hospital Creek and the Matanzas River on the east and San Marco Avenue on the west. The northern boundary generally follows the northern side of the Pine Street right-of-way but includes three buildings on Water Street (82, 82 ½ and 84) north of Pine (Photo 1). The boundary remains unchanged from the 1983 nomination, however the period of significance has been amended from 1838-1930, to include a previously determined contributing building built in 1935, for a period of significance from 1838-1935.

The district has had relatively few changes and minimal alterations since 1935 and the 1983 nomination. The district is well maintained and has an active neighborhood association which advocates with the City of St. Augustine on planning, zoning, land use and historic preservation issues. In September 2017, Hurricane Irma made landfall in the southwest portion of Florida, resulting in flooding throughout St. Augustine, including Abbott Tract; however, the district emerged relatively unscathed from the disaster.

The main purpose of the update to the Abbott Tract nomination is to update the above-ground resource count as well as to document alterations and new infill within the district. This update also contains newly added information regarding Criterion B, for the district's association with Lucy Abbott.

The district's significance under Criterion C (architecture) and boundaries are maintained, as well as its significance under Criterion A for Community Planning and Development. While Criterion C significance

of the district has not been diminished, some of the resources have been re-classified stylistically and the resources within the district have been updated.

The 1983 nomination included thirteen (19%) noncontributing resources and 124 (91%) contributing resources. In this update, 65 (33%) resources are noncontributing and 122 (67%) are contributing. The addition of properties is due to new guidelines which require the documentation and contributing status of auxiliary structures such as detached sheds and garages.

A total of 12 buildings have been demolished since the original 1983 nomination.

Street No.	1983 Nomination Inventory Status
Joiner Street	
12	Contributing
Locust Street	
8 ½	Contributing
Osceola Street	
45	Contributing
67 ½	Contributing
69 ½	Contributing
73 ½	Contributing
Pine Street	
1	Contributing
3	Contributing
3 ½	Contributing
San Marco Avenue	
27	Not Contributing
Water Street	
67	Not Contributing
68 ½	Contributing

A total of 63 buildings were not listed in the previous nomination's inventory. Of the non-listed buildings or structures, a total of 20 were identified on the 1983 nomination map as contributing resources and five were identified as not contributing. Of the remaining 45, a total of nine were constructed prior to 1983, and the remaining were constructed after the 1983 nomination.

Street No.	Year Built	1983 Nomination Inventory Status
Abbott Street		
41B	c1946	Not Listed
51	c1930	Not Listed
56C	c1990	Not Listed
56B	c2021	Not Listed
63B	c2019	Not Listed
69B	1885	Not Listed
Joiner Street		
8B	c1917	Contributing
14B	1885	Contributing
14C	1885	Contributing
19B	c1960	Contributing
21B	c1980	Not Listed
23	1960	Not Listed
Locust Street		
5B		Contributing
19B	c1993	Not Listed
23B	c1950	Not Contributing
24B	c1980	Contributing
25B	c1980	Contributing
27B	1900	Contributing
Mulberry Street		
20	1960	Not Contributing
27C	c2000	Not Listed
Osceola Street		
48	1885	Contributing
48B	c2018	Not Listed
49	c2005	Not Listed
52B	c2005	Not Listed
54B	c2019	Not Listed
62B	c1971	Not Listed
67B	c2005	Not Listed
70	1894	Contributing
75B	c2015	Not Listed
Pine Street		
3B	c2016	Not Listed
17	1988	Not Listed
19	2008	Not Listed

Street No.	Year Built	1983 Nomination Inventory Status
21	2023	Not Listed
25	2022	Not Listed
25B	2022	Not Listed
San Marco Avenue		
27	2019	Not Listed
31	1885	Contributing
35B	c1971	Not Listed
35C	c1971	Not Contributing
47B	c2000	Not Listed
47C	2010	Not Listed
73B	c2022	Not Listed
Shenandoah Street		
22B	c1910	Contributing
22C	c1946	Contributing
Water Street		
27	1957	Not Contributing
28B	c1971	Contributing
28C	c2004	Not Listed
28D	c1971	Not Listed
40B	c1996	Not Listed
41	2013	Not Listed
48B	c1993	Not Listed
54B	2010	Not Listed
60B	1880	Contributing
64B	c1971	Not Listed
65	2012	Not Listed
68	2007	Not Listed
70B	c1935	Contributing
71	1959	Not Contributing
82 1/2B	1920	Contributing
82B	c1930	Contributing

SETTING

The Abbott Tract Historic District is located just north of downtown St. Augustine. While known historically as part of the North City section, it is currently described in City of St. Augustine signage as part of “Uptown.” It is bounded on the west by San Marco Avenue, also known as State Road A1A. The district is roughly rectangular in form. Since Abbott Tract was listed in the National Register in 1983, additional areas of North City have been added to the National Register. These are the North City District (2009), directly west of the Abbott Tract, the Nelmar Terrace National Register District (2011), and Fullerwood National Register District (2010) to the north of San Carlos Avenue, the historic city limit of the City of St. Augustine until 1923.

Part of Abbott Tracts setting is its mature tree canopy, which includes densely populated oaks and scattered tall palm trees throughout the district, especially lining the roads and used as landscaping on front yards. The historic landscape along San Marco Avenue, including its oak canopy, was lost to commercial development in 1950s when the street was widened. The remainder of the district still retains its canopy as well as dense shrubbery.

Currently, Abbott Tract is a densely developed residential neighborhood with commercial areas along San Marco Avenue. Blocks and lots in the Abbott Tract are irregular in form. Lots in the original Noda Concession and along Water Street are larger in size. These lots have an estate-like feel with large houses, outbuildings, and a deep setbacks. Outbuildings include shed and garages. The larger properties often have extensive grounds with mature trees and landscape features (Photo 2). Shrubby is more likely to be manicured on these lots. The waterfront on the east side of the Abbott Tract is an important feature of the subdivision from its earliest development. The boundaries of the properties, being former Spanish land grants, extend into Hospital Creek. The lots along Water Street in the Noda Concession historically had large docks or wharfs, some used for shipping lumber. Many of these lots currently still have docks that extend into the creek. Formal landscapes are associated with many of the larger properties including Castle Warden and the larger residences along Water Street, as well as garden walls constructed of wood, concrete block and brick (Photo 3). During the last two decades of the 19th century, concrete-block became a common material for garden walls and gateposts, along with foundation piers. Examples of concrete block garden walls can be found in the Abbott Tract around the property lines of many of the upscale homes on Water Street.

The homes within the rest of the district typically have shallow setbacks and the lots themselves are often deeper than they are wide. Due to this, these lots are more likely to have unfenced front yards and fenced back yards with ancillary structures such as shed and detached garages at the rear. Driveways are typically paved with concrete or brick. The smaller lots typically have unmanicured shrubbery compared to the larger, estate-like parcels along Water Street.

The roads within the neighborhood are narrow, with no formal street parking defined. Despite this, many residence still park on the streets. The sidewalks are paved with concrete and have an inconsistent presence within the district. Full, formal sidewalks are only present along San Marco Avenue and are partially present on Shenandoah Road and, Mulberry Street, Water Street, Pine Street, and Locust Street. There are no sidewalks on Joiner Street. There is a brick sidewalk on Osceola Street outside the residential building located at 22 Joiner Street. The existing sidewalks are often cut off by existing driveways and front yards and do not span the full length of the road and are often only on a single side of the street.

NARRATIVE DESCRIPTION

The Abbott Tract Historic District is the oldest neighborhood outside the colonial city of St. Augustine. It contains the city's first subdivisions and the largest concentration of 19th century residences, including at least three antebellum homes. It contains many buildings that pre-date the Flagler Era (1885-1913), or

railroad era, of the city's development giving the area a distinctive feel and a sense of time and place. The great majority of buildings are Vernacular residences ranging from two-and-one half story buildings to single story Florida Cracker style and shotgun type buildings. The Florida Cracker style is a frame vernacular architecture type characterized by their ability to naturally curb heat without air conditioning, using architectural features such as fenestration, central hallways, and wide porches to promote airflow and shade.

The neighborhood also contains scattered examples of popular national styles such as Queen Anne and Moorish Revival that date from the late nineteenth century. Folk Victorian and Colonial Revival are the predominate post-1900 styles beyond Frame Vernacular structures. A review of Sanborn Fire Insurance Maps, Birdseye View Maps, city directories and other records indicate that the district was close to fully developed by 1930. Only a few scattered lots in no particular pattern remained unbuilt. Some of these lots are along Water Street, built on filled, reclaimed lands at the northeast corner of the district, east of Water Street and north of Pine Street.

Many of the earliest and most substantial residences in the Abbott Tract were located along the east side of San Marco Avenue in the blocks nearest the colonial city. Foremost of these was Castle Warden at 19 San Marco Avenue. Many of these buildings have been adapted to commercial use, as was Castle Warden, now Ripley's Believe It Or Not Museum. The commercialization of San Marco Avenue began with the overlay of the Dixie Highway in 1917 and the construction of a trolley line north to the Florida School for the Deaf and Blind during the same period.¹ Some historic residences have been lost to demolition and replaced with gas stations, auto repair facilities such as the Firestone Store at 57 San Marco Avenue and other post-World War II commercial building types. These post-World War II commercial buildings typically feature large building footprints, and significant setbacks with parking in front. Since the Abbott Tract District was listed in the National Register in 1983, 12 buildings have been lost to demolition.

ARCHITECTURAL STYLES

CONTRIBUTING BUILDINGS

Folk Victorian

Abbott House (1861), 22 Water Street, Contributing

The Abbott House at 22 Water Street, built in 1861, is one of the oldest buildings in the district and is of braced frame construction. It was built at the direction of Captain John Starke for Lucy Abbott, his niece. During the Civil War, it was requisitioned as a hospital. In 1873 it became Abbott's primary residence, although records indicate she also lived at the Abbott Mansion (14 Joiner Street).² It has typical elements

¹ Historic Property Associates, Inc. *The King's and Pablo Roads: Florida's First Highways*. (St. Johns County, 2009), 69; Tim Fillmon. "Nelmar Terrace Historic District." (The Historical Marker Database, 2017).

² St. Augustine Historical Society; Florida Master Site File, Site IDs SJ00975 and SJ02366.

of frame Folk Victorian buildings such as horizontal siding. It has Greek Revival influences, a classically based style, which lingered in St. Augustine in the post-Civil War era. The east porch is adorned by Neo-Classical balustrades, jigsaw brackets, and chamfered posts. The brackets feature a four-point star inside a circle. Neo-classical balustrades which match the east porch are also found on the west porch. Original 6/6 light sash windows are part of the Greek Revival influence but 2/2, 6/1 and 1/1 windows imply later alterations (Photo 4). Despite these alterations, the house largely retains integrity through the remaining historic fabric, such as its floorplan, roofline, and character defining workmanship.

Abbott Houses (1885), 42-56 Water Street, Contributing

There are five two-story residences located at 42, 48, 50, 54 and 56 Water Street between Mulberry and Joiner streets, all built in 1885 at the direction of Lucy Abbott as a part of her real estate venture.³ 48, 50, 54 and 56 Water Street are Folk Victorian and contain elements of the Victorian style. They all show a classical influence with symmetrical facades, regularly placed doors and windows, transom over the main entry, classical detailing over window headers, and 6/6 double hung sash windows. They also feature distinctive two-story porches on the main façade with classical balustrades, turned posts and jig-sawn trim (Photo 5 through Photo 6). 42 Water Street is a Folk Victorian building and displays more complex massing with multiple hip and gable roofs, a projecting corner porch at the ground floor, and recessed second floor porch, all with decorative piers and brackets; and a vent with pointed arch in a front facing gable end (Photo 7).

53 Abbott Street (1894), Contributing

The house at 53 Abbott Street is a two-story Folk Victorian residence with a front-facing metal roof and a hipped extension covering the second floor balcony. The balcony extends around to the northern façade and connects to a staircase leading to ground level. Despite this alteration, the house retains the majority of its historic features. The porches have turned support posts with simple millwork and decorative corbels. The entrances, one on the first floor and one on the second, are off-center multi-panel doors with a simple surround behind storm doors. The building has paired 6/6 replacement sash windows, which do not diminish the overall integrity of the structure.

73 Abbott Street (1894), Contributing

The house at 73 Abbott Street is a 2.5 story "I House" in a Folk Victorian style. It has a metal side-facing gable roof and a metal hip extension over a full-length front porch. The exterior is vinyl siding. The porch has decorative diamond pierced wood railings. The façade is symmetric with a centered entrance. The door is a multi-panel door with a light window and divided transom. It is covered by a screen door. The house has single wooden 1/1 sash windows, paired wooden two light casements, paired 1/1 replacement windows, and a single 1/1 replacement window into the attic. There is a two-story

³ Michael Scardaville and Larry Paarlberg. Abbott Tract Historic District. National Register of Historic Places Nomination. (Washington, D.C.: National Park Service, 1983); Florida Master Site File various, Site IDs SJ02374, SJ02376, SJ02377, SJ02379, and SJ02380.

addition at the rear. Despite the replacement materials, the house retains its overall massing and fenestration pattern.

67 San Marco Avenue (1904), Contributing

The house at 67 San Marco Avenue is a single-story Folk Victorian residence that has since been converted into a commercial building. The building has an off-center cross-gable metal roof with a wood sided exterior. There is a small, rectangular addition set to the left of the entrance with a metal hipped roof. The entrance is recessed under the off-center front gable and is a wood door with a single glass window. The building's façade windows have been replaced with floor to ceiling fixed commercial windows; half of the full-length front porch has been enclosed. Despite this alteration, the building retains its historic features, such as the spindles which span the length of the façade, and its massing. The remaining historic windows are single and paired 1/1 sash windows. There is an ADA compliant ramp at the front of the building.

Frame Vernacular

26 Joiner Street (c1917), Contributing

The house at 26 Joiner Street is a two-story frame vernacular residence with an asphalt shingle side-facing gable roof and a shed extension over the houses' full length screened-in porch. The building consists of horizontal wood siding and cornerboards and the roofs have exposed rafters and knee-braces. The porch door is a wood screen door, while the building's main entrance is slightly off center under the porch roof. The house has single and paired 1/1 wood sash windows. The building sits on brick piers and is enclosed with wood lattice.

Florida Cracker

19 Locust Street (c1917), Contributing

The house at 19 Locust Street is a single-story shingled cracker house with a metal hipped roof and a half-hip extension over the full-length front porch. There are exposed rafters at the roofline. The porch is open with turned supports and centered wood steps. The entrance is an off-center wood door with a triple light window. The building has 9/6 replacement windows with shutters. Despite the windows being replaced, the building retains its overall integrity through its massing and retained historic materials.

67, 69, 71, 73, 74 Osceola Street (1894), Contributing

Four small, one-story wood frame cottages, all constructed in 1894, which housed laborers and fishermen (primarily African Americans, along with a few Minorcans) are concentrated at 67-73 Osceola Street and illustrates the breadth of Florida Cracker architecture in the Abbott Tract.⁴ These buildings rest on concrete

⁴ Florida Master Site File various, Site ID SJ01563.

block pier foundations, with stick frame structural systems, horizontal board siding, full width entrance porches, and steeply pitched side facing metal gable roofs. The houses have been sympathetically remodeled, with new metal roofs and new single 1/1 vinyl windows. They are simple utilitarian structures with decorative detailing limited to jigsaw brackets attached to porch posts. All were constructed in c1894 (Photo 8). Despite minor alterations, the historic fabric of the structures remains intact due to their retained footprint, roofline, and jigsaw bracket detailing.

52 Osceola Street (1894), Contributing

The house at 52 Osceola Street is a 1.5-story double-pen cracker house with a side-facing asphalt shingle roof and a full-length screen-in porch with a half wall. The exterior is wood siding. The entrance to the porch is a centered screen in door accessed by a wood ramp. The building has 6/6 wooden windows and 2/2 metal sash windows. The house has a small rear addition with a shed roof.

68 Abbott Street (1885), Contributing

The house at 68 Abbott Street is a single-story Cracker house with a side-facing metal gable roof and a hip extension over the full-length front porch. It has a wood sided exterior. The porch has turned support posts and railings. The entrance is centered on the symmetric façade and is a multi-panel wood door covered by a screen-in door. The house has 2/2 replacement sash windows and original 1/1 wood sash windows with inoperable louvered shutters. There is a small attic vent in the gable end. The house is on piers.

Shotgun

70 Abbott Street (1894), Contributing

The house at 70 Abbott Street is an example of a shotgun house and further illustrates the broad range of vernacular architecture in the district (Photo 9). It embodies the style with its narrow, one-room wide façade and front facing metal gable roof. It has single 6/6 sash windows with wooden shutters. The windows appear to be replacements. The building rests on concrete block piers and has a rectangular footprint with the narrow side of the building facing the street.

7 Pine Street (1917), Contributing

The house at 7 Pine Street is an example of a single-story shotgun house with a front-facing gable roof and a shed-extension over its full-length main facade porch. The porch has exposed rafters and square wood railings and supports. The exterior of the house is clad with asbestos. The entrance is an off-center hollow core door with a fanlight and large surround under the shed extension. The house has single 6/6 and 1/1 replacement sash windows, and is supported by concrete block piers.

Bungalow & Craftsman

14 Mulberry Street (c1899), Contributing

The house at 14 Mulberry Street is a single-story bungalow with a metal hipped roof and a metal front-facing gabled extension. The exterior is wood drop siding and asbestos shingle. The front porch is enclosed with an off-center wooden front door with a single light window and a metal storm door. The entrance is flanked by sidelight windows. The building has single and paired replacement metal 1/1 sash windows with Bermuda shutters. There is a small one room addition on the eastern façade with a shed roof and a matching front door to the main structure. There is a small 1/1 metal sash window next to the additional door. This house has a coquina and concrete continuous foundation. Despite its alterations, the house retains its massing and historic features.

61 Abbott Street (1930), Contributing

The house at 61 Abbott Street is a single-story L-shaped residence with an overhanging metal cross-gable roof with wood drop-siding. The façade is asymmetric with an off-center enclosed porch. The front entrance is a wood door with single light centered on the projecting mass and is flanked by 1/1 sash windows. The other windows are single and paired 3/1 wood sash windows. There is one internal brick chimney.

25 Locust Street (c1917), Contributing

The house at 25 Locust Street is a single-story bungalow with a metal hipped roof and a wood shingled exterior. The roof features exposed rafters. The building has two hipped dormers with attic vents, one on the northern façade and one on the western elevation. The main façade is symmetric with a full-length open porch under the roof with a knee wall and square chamfered wood supports. The front steps are centered brick steps with simple metal railings. The front door is a centered multi-panel door with a single light window and a screened storm door. The building has single and grouped 1/1 wood sash windows. The house has two additions, one on the western façade with a metal hipped roof and 1/1 windows and another similar addition at the rear of the structure.

Prairie

32 Mulberry Street (1914), Contributing

The house at 32 Mulberry Street is a two-story prairie residence with an asphalt shingle hipped roof and a full-length porch and balcony with half walls and square wood supports. Half of the porch under the balcony has been enclosed, with a recessed entrance perpendicular to the road. This alteration does not impact the overall character of the house, as it retains its historic materials and massing. The entrance is a pair of double doors with large light windows and transom windows. The exterior is wood shingle. The windows are single 1/1 sashes; the porch windows are obscured by top hinged wood shutters with divided transom windows.

15 Locust Street (c1924), Contributing

The house at 15 Locust Street is a two-story prairie style residence with a low-pitched metal hip roof and a wood shingle exterior. The house has exposed rafter tails and a hipped dormer centered on the roofline. The front porch is a recessed full-length porch with wood supports and a half wall. The façade is asymmetric with two off-center entrances; there is a single door and paired doors with a decorative windowpane and a transom window adjacent to the porch stairs and a set of double doors off-center on the façade. The house has 1/1 wood sash windows and paired single pane replacement casement windows. The foundation is brick piers.

Colonial Revival

Abbott Mansion (1885), 14 Joiner Street, Contributing

A prominent example of the Colonial Revival in Abbott Tract is the massive, three story Abbott Mansion at 14 Joiner Street. Along with Castle Warden, the Abbott Mansion was a landmark frequently photographed from downtown St. Augustine during the late nineteenth century. Constructed between 1872 and 1885 by developer Lucy Abbott, the building was originally a Second Empire Style building and was advertised as a boarding house as early as 1886, although Lucy Abbott resided in the house in 1899.⁵ In 1921 local architect Fred A. Henderich redesigned the exterior in the Colonial Revival style, now considered a historic alteration. A full two-story porch was removed and was replaced by a two-story narrow portico supported by massive wood columns at the main entrance. A balcony was added above the door and a stucco finish was applied over the original wood weather board siding. The original Mansard roof, the character defining feature of the Second Empire style, was removed and replaced by a hip type. Original 2/2 light wood windows were replaced by 9/1 light windows. The house also has revival features such as a symmetric façade, eaves, and arched window pediments with a keystone. The doorway's arched transom window is also characteristic of the revival style. The three-story Abbott Mansion visually dominates Abbott Tract and visually is second only to the Moorish Style Castle Warden (Photo 10). These alterations do not impact the integrity of the structure, as they are historic alterations and contribute to the character of the building.

24 Locust Street (c1885), Contributing

The house at 24 Locust Street is a two-story Colonial Revival residence with a side-facing asphalt shingle gabled roof and a symmetric façade. There is a two-story porch under a shed extension with exposed rafters on the eastern elevation. It has square railings and supports, and arched spindles. The façade has a small stoop under a balconette supported by square supports. The main entrance is a wood door with a large stained glass window. The building has single and paired 3/1 wood sash windows set in wood frames. There is a prominent brick chimney next to the front door as well as one at the rear.

⁵ Florida Master Site File various, Site ID SJ00975

38 Water Street (1917), Contributing

The house at 38 Water Street is a 2.5 story colonial revival residence with a sheet metal hip roof and two-story, full length wrap-around porches with Doric columns, turned railings, and a dropped interior edge. The façade is asymmetric with Queen Anne, Colonial, and Neoclassic details. The exterior is beaded weatherboard. The house has multiple hipped dormers. The front entrance is centered and recessed under the second story porch and has a wood surround and a large light window. The house has single and paired 1/1 windows, both wood and replacement. There are also paired and grouped windows in the dormers and bay windows on the second story. The house is on piers.

64 Water Street (1896), Contributing

The house at 64 Water Street was built for George Dismukes, son of bank present John T. Dismukes. It is a two-story Colonial Revival residence with a composition shingle hip on hip roof and a wood shingle exterior. The house has an off-center open porch with Doric columns and a denticulated cornice. The porch was once a wrap-around porch that has since been enclosed on the southern elevation. The front door is an off-center multi-light door with a transom window. Next to the enclosed portion of the wrap-around is a two-story turret with a conical roof and stucco chimney. There is a two-story addition at the rear of the structure with a flat roof and hip extension over the small back garden. The house has single and paired wood sash windows, paired and grouped multiplane casements with rounded pilasters, and paired single pane casements. There is another internal chimney on the left side of the main roof.

Queen Anne

John C. Cleland Beach Cottage (1839), 23 Water Street, Contributing

The Cleland Beach Cottage is located on the corner of Shenandoah and Water Streets and faces the Matanzas Bay. The building, constructed in 1839, is the oldest in the district and was originally a Vernacular building with Greek Revival detailing. During the late nineteenth century, the house underwent a renovation that featured Queen Anne stylistic elements.⁶ As this was over 50 years ago, these are now historic alterations and do not impact the overall character of the building. These include fish scale shingles, a corner turret, verandas, and a steeply gable pitched roof. The building has single, paired, and grouped 1/1 and 2/2 windows, as well as square multi-lite windows. Much of the building is obscured by a privacy hedge (Photo 11).

41 San Marco Avenue (1885), Contributing

The house at 41 San Marco Avenue is an example of a residence converted into a commercial use building (Photo 12). It is a two-story Queen Anne Revival house with a front-facing metal gable and a metal shed extension over its open front porch. The exterior is wood siding. Half of the porch has been enclosed and has a front-facing metal gable. Despite this alteration, the house retains a majority of his historic fabric and character. The porch has round piers with brackets and turned railings. The front door

⁶ Florida Master Site File various, Site ID SJ02367

sits off-center under the shed extension; it is hollow core door with a large light window and a transom window. The house has a two dormers with hexagonal roofs, one on the second-floor façade and one on the first-floor east elevation. The building has single and grouped 1/1 and 2/2 windows, grouped multi-light windows, and large divided windows with etching all set in wood frames. The house has Victorian details in the gable peak and exposed rafters and brackets.

Moorish Revival

Castle Warden (1887), 19 San Marco Avenue, Contributing

According to the 1983 Abbott Tract nomination, Castle Warden, built in 1887, was one of twelve Moorish Revival Style Buildings in St. Augustine.⁷ It is the largest and most monumental of the residences designed in this style, rising four and one-half stories in height and constructed of poured concrete. It is topped with battlements and massive chimneys with a series of rose windows below the roof line and string course of decorative dentils. Windows and doors have arched heads with Tuscan and Moorish detailing. The heavy grey unfinished weathered concrete construction contributes to the Moorish styling of the building, which is fortress like in appearance (Photo 13). The building has an extended veranda that encompasses the main showroom of Ripley's Believe it or Not, which is a large addition on the eastern side of the building. It is unconnected from the main structure to preserve the eastern façade. This addition is incorporated into the massing of the structure through the veranda and overall does not interfere with the character of the main building, which retains a majority of its original features. Long attributed to the architectural firm of Carrere and Hastings or Franklin Smith himself, recent documentations indicates the architect of this elaborate building was in fact an engineer, Phillip Spencer Prioleau, Jr.⁸ The builder was the St. Augustine Improvement Company, William Warden's own local construction and development company.⁹

Shingle

Dismukes House (1891), 80 Water Street, Contributing

The Dismukes House is located on the corner of Pine and Water Street. Constructed in 1891, it features a wraparound veranda and a corner turret, both character-defining features of the style. According to the Historic St. Augustine Preservation Board (a State agency no longer in operation), the building is believed to be one of the oldest private residence in the city constructed out of brick (Photo 14).¹⁰ The house is symmetrical, with a hipped roof. The building has single and paired 1/1 and 4/4 windows and a centered dormer at the roofline. The building's character defining feature is its veranda, which has classical columns and spindles. The veranda appears to have been expanded outward towards the sidewalk, though

⁷ Michael Scardaville and Larry Paarlberg. 1983. National Register of Historic Places Inventory/Nomination: Abbott Tract Historic District, continuation sheet 2

⁸ Henry Marcotte. 1888. On file with the St. Augustine Historical Society. Florida Times Union, January 1.

⁹ Florida Master Site File various, Site ID SJ02014

¹⁰ Florida Master Site File various, Site ID SJ02385

this does not impact the overall character of the structure due to the remaining historic fabric. There is a small addition at the rear of the structure hidden by the buildings massing and a tall fence.

Not Contributing

23 Joiner Street (1960), Not Contributing

The house at 23 Joiner Street is not contributing to the Abbott Tract Historic District due to age. The house is a single-story masonry vernacular residence with a side-facing gable roof. The exterior is concrete block, and the roof is asphalt shingles. The façade is symmetric with a centered entrance flanked by two single 4/1 replacement windows on either side. The right side of the structure has a carport and a brick chimney. The carport is attached to the main structure with a side-facing gable and is supported partially by a pole. The yard is fenced with picket fence.

25 Joiner Street (1957), Not Contributing

The house at 25 Joiner Street is not contributing to the district due to age. The house is single-story U-shaped ranch with a hipped roof. The exterior is stucco, and the roof is composite shingle. The façade is asymmetric with a recessed entrance and a large multi-lite replacement window with decorative shutters. The roof overhang is supported by decorative metal supports. There is a single internal chimney at the right rear corner. The right side of the building is a garage with a small garage door.

23 Locust Street (1950), Not Contributing

The house at 23 Locust Street is a converted carriage house and is not contributing to the district due to falling outside of the period of significance. It is a two-story frame vernacular building with a metal side-facing gabled roof with and two gabled dormers with prairie windows. The exterior is concrete on the first floor, and wood siding on the second. The entrance is at the left corner of the façade. The first floor has two garage doors.

53 Osceola Street (1905), Not Contributing

The house at 53 Osceola Street is not contributing to the district due to its lack of integrity. The house is a single story Tudor with a side-facing gable roof. The façade is symmetric. It has a high-pitched gable extension and half-timbered details, though it is unknown if these features are original or historic. The building has single 1/1 replacement windows.

82 ½ Water Street (1922), Not Contributing

The house at 82 ½ Water Street is a two-story Prairie building with a hipped roof. The house has a stucco exterior and an enclosed porch, with an uncovered second story balcony. The porch has three fixed windows on its façade. The other windows are single 1/1 replacements. The house's entrance is on the

side, through a small addition. The house has a tall brick interior chimney. Due to its enclosed porch and multiple other alterations and additions, the house is not contributing to the district.

84 Water Street (1894), Not Contributing

The house at 84 Water Street is a two story mixed style house with a hipped roof and stucco exterior. It has a large wrap-around screen-in porch on its first story, obscuring the facade slightly. The porch has stucco pillars and a stucco knee wall. The second floor has multiple fixed windows as well as single 1/1 windows. The entrance appears to be on the side of the structure under a gable extension, facing away from the road. It has a thin exterior chimney. It is noncontributing to the district due to its multiple additions and alterations, such as the screen-in porch, second floor extension, and side-entrance.

ALTERATIONS

The most common alterations within the district are typical of historic residential districts, such as porch modifications, replacement of historic windows, the addition of non-historic windows, roof material replacements, and the construction of rear additions. Most of the buildings were likely roofed with wood shingles, which were banned in 1916 as a fire hazard.¹¹ Currently, nearly all the buildings in the district are roofed in sheet metal or synthetic (asphalt or composition) shingles. This is a historic change to the building materials in Abbott Tract.

Several former residences located on San Marco Avenue have been converted to commercial use (shops and a restaurant). Some have seen few alterations beyond use, while others (particularly those located between Mulberry and Joiner Streets) have seen significant alterations and additions. One notable example is 35 San Marco Avenue; in the 1930s two 1885 residences were connected by a front addition (currently enclosed) and converted to a store (Photo 15).¹² Non-contributing buildings include substantially altered buildings constructed during the district's historic period of development (1838-1935) and buildings that post-date the period of significance.

The period of significance has been altered to reflect a more accurate period end, 1838 to 1935. Review of Sanborn maps and updated St. Johns County parcel data provided for slightly more substantial dates of ancillary features, such as garages and other secondary buildings within Abbott Tract. Within the 1983 nomination document, the building located at 70 Water Street was considered contributing and originally given a year-built age of 1950. It was determined through historical aerials, Sanborn maps, and county property appraiser data that the building was built prior to 1950, appearing in 1935. The revised period of significance, 1838 – 1935, reflects a more detailed accurate range than the previous period and therefore has been updated within this document.

¹¹ Carl Shriver. Lincolnville Historic District. National Register of Historic Places Nomination. (Washington, D.C.: National Park Service, 1991), 4.

¹² Florida Master Site File various, Site ID SJ02016.

INTEGRITY

Abbott Tract has retained its integrity of location, design, setting, materials, workmanship, feeling, and association. The location of the neighborhood is as it was historically, bordered by Hospital Creek and the Matanzas River, San Marco Avenue, and Pine Street and north of the Castillo de San Marcos. The design and setting of the neighborhood has seen some minor change over the years, such as the subdivision of lots on the western side of the district and addition of more vegetation, but these changes are historic alterations to the fabric of the district, displaying the neighborhood's growth over the decades. The materials of the district paint a similar story, the change from wood roofing shingles to metal or synthetic, for example, are a historic change to the materiality of the houses within the neighborhood. As for workmanship, the contributing houses within the district retain much of their historic fabric. This is especially apparent in the district's variety of frame construction, which include details such as jigsaw brackets, balustrades, and modillions. The feeling of the neighborhood is retained through its minimal alterations and high concentration of mid-19th century and early 20th century architecture, as well as its maintained streetscapes, such as its narrow roads and shallow building setbacks. Finally, the Abbott Tract retains its association and setting as a residential neighborhood in its historic location north of the Castillo, with its historic buildings and narrow colonial streets.

HISTORIC RESOURCES

The current contributing status of each building is under “eligibility,” the previous contributing status from the 1983 nomination is under “previous NR.”

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Abbott Street</u>							
40	1865	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00100	Contributing
41	1882	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ00101	Contributing
41B	c1946	No Style	Garage	Not Contributing	Not within POS		Not Listed
42	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00102	Contributing
45	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00103	Contributing
47	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00104	Contributing
51	c1930	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00974	Not Listed
53	1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00105	Contributing
54	1865	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ00106	Contributing
54 1/2	1930	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ00107	Contributing
55	c1993	No Style		Not Contributing	Not Historic Age		Not Contributing
56	1885	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ00108	Contributing
56B	c2021	No Style	Pool House	Not Contributing	Not Historic Age		Not Listed
56C	c1990	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
61	1930	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ00110	Contributing
63	1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00111	Contributing
63B	c2019	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
66	1885	Frame Vernacular	Multi-Family Residential	Not Contributing	Lacks Integrity	SJ00112	Contributing
67	1899	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00113	Contributing
68	1885	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ00114	Contributing
69	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00115	Contributing
69B	1885	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ00115	Not Listed
70	1894	Shotgun	Single Family Residence	Contributing	Retains Integrity	SJ00116	Contributing

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Abbott Street, cont'd</u>							
72	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ00117	Contributing
73	1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00118	Contributing
74	1894	Shotgun	Single Family Residence	Contributing	Retains Integrity	SJ00119	Contributing
76	1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00121	Contributing
78	1930	Shotgun	Single Family Residence	Contributing	Retains Integrity	SJ01703	Contributing
<u>Joiner Street</u>							
8	c1917	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ00973	Contributing
8B	c1917	Masonry Vernacular	Garage	Contributing	Retains Integrity	SJ00973	Contributing
14	1885	Colonial Revival	Single Family Residential	Contributing	Retains Integrity	SJ00975	Contributing
14B	1885	Colonial Revival	Single Family Residential	Contributing	Retains Integrity	SJ00975	Contributing
14C	1885	Masonry Vernacular	Shed	Contributing	Retains Integrity	SJ02015	Contributing
19	1840	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ00976	Contributing
19B	c1960	No Style	Garage	Not Contributing	Lacks Integrity		Contributing
21	1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00977	Contributing
21B	c1980	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
22	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00978	Contributing
23	1960	Masonry Vernacular	Single Family Residence	Not Contributing	Not within POS	SJ07186	Not Listed
24	1917	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00979	Contributing
25	1957	Ranch	Single Family Residence	Not Contributing	Not within POS	SJ05168	Not Contributing
26	c1917	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00980	Contributing
28	1904	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ00981	Contributing
<u>Locust Street</u>							
4	c1904	Folk Victorian	Multi-Family Residence	Not Contributing	Lacks Integrity	SJ01168	Contributing
5	c1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01169	Contributing
5B	c1930	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
8	c1930	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ01170	Contributing
8B	c1946	No Style	Garage/Shed	Not Contributing	Not within POS		Not Listed

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Locust Street, cont'd</u>							
11	1917	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00109	Contributing
14	1930	Mixed, MV & Bungalow	Garage apartment	Contributing	Retains Integrity	SJ01172	Contributing
15	c1924	Craftsman	Single Family Residence	Contributing	Retains Integrity	SJ01173	Contributing
16	1925	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01174	Contributing
17	c1917	Craftsman	Single Family Residence	Contributing	Retains Integrity	SJ01175	Contributing
18	c1899	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01176	Contributing
19	c1917	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01177	Contributing
19B	c1993	No Style	Garage/Storage	Not Contributing	Not Historic Age		Not Listed
23	c1917	Mixed, Folk & Neo	Single Family Residence	Contributing	Retains Integrity	SJ01178	Contributing
23B	c1950	No Style	Single Family Residence	Not Contributing	Not within POS	SJ05201	Not Contributing
24	c1885	Colonial Revival	Single Family Residence	Contributing	Retains Integrity	SJ01179	Contributing
24B	c1930	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
25	c1917	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ01180	Contributing
25B	c1980	No Style	Single Family Residential	Not Contributing	Not Historic Age		Contributing
27	1900	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ01181	Contributing
27B	1900	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
<u>Mulberry Street</u>							
14	c1899	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ01388	Contributing
18	1894	Folk Victorian	Multi-Family Residence	Contributing	Retains Integrity	SJ01389	Contributing
20	1960	No Style	Single Family Residential	Not Contributing	Not within POS		Not Contributing
21	c1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01390	Contributing
23	c1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01391	Contributing
26	c1899	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ01392	Contributing
27	c1904	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01393	Contributing
27B	c1945	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
27C	c2000	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
29	c1917	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01394	Contributing

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Mulberry Street, cont'd</u>							
32	c1914	Prairie	Single Family Residence	Contributing	Retains Integrity	SJ01395	Contributing
35	c1894	No Style	Single Family Residence	Not Contributing	Lacks Integrity	SJ01396	Contributing
<u>Osceola Street</u>							
41	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01545	Contributing
46	1910	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01547	Contributing
47	1930	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01548	Contributing
47B	c1930	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
48	1885	Florida Cracker	Multi-Family Residence	Contributing	Retains Integrity	SJ01549	Contributing
48B	2018	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
49	c2005	No Style	Single Family Residential	Not Contributing	Not Historic Age		Not Listed
52	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01550	Contributing
52B	c2005	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
53	1905	Frame Vernacular	Single Family Residence	Not Contributing	Lacks Integrity	SJ07187	Contributing
54	1894	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01551	Contributing
54B	c2019	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
58	1904	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01553	Contributing
60	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01554	Contributing
62	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01555	Contributing
62B	c1971		Garage Apartment	Not Contributing	Not within POS		Not Listed
63	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01556	Contributing
65	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01558	Not Contributing
65 1/2	1885	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ01559	Contributing
66	1917	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ01560	Contributing
67	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01561	Contributing
67B	c2005	No Style	Multi Family Residential	Not Contributing	Not Historic Age		Not Listed
69	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01563	Contributing

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Osceola Street, cont'd</u>							
70	1894	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ07188	Contributing
70 1/2	c1899	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01565	Contributing
71	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01566	Contributing
73	1894	Florida Cracker	Single Family Residence	Contributing	Retains Integrity	SJ01567	Contributing
74	1894	Florida Cracker	Single Family Residential	Contributing	Retains Integrity	SJ00119	Contributing
74 1/2	1894	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ01570	Contributing
75	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01571	Contributing
75B	c2015	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
<u>Pine Street</u>							
3B	c2016	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
5	1894	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ01699	Contributing
5 1/2	1930	Frame Vernacular	Garage apartment	Not Contributing	Lack Integrity	SJ01700	Contributing
7	1917	Shotgun	Single Family Residence	Contributing	Retains Integrity	SJ01701	Contributing
9	1917	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ01702	Contributing
11	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ00120	Contributing
13	1917	Folk Victorian	Multi-Family Residence	Contributing	Retains Integrity	SJ01704	Contributing
15	1899	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01705	Contributing
17	1988	No Style	Single Family Residential	Not Contributing	Not Historic Age		Not Listed
19	2008	No Style	Single Family Residential	Not Contributing	Not Historic Age		Not Listed
21	2023	No Style	Single Family Residence	Not Contributing	Not Historic Age		Not Listed
25	2022	No Style	Single Family Residence	Not Contributing	Not Historic Age		Not Listed
25B	2022	No Style	Garage Apartment	Not Contributing	Not Historic Age		Not Listed
27	1917	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ01709	Contributing
<u>San Marco Avenue</u>							
19	1887	Moorish Revival	Museum	Contributing	Retains Integrity	SJ02014	Contributing
27	2019	No Style	Commercial	Not Contributing	Not Historic Age		Not Listed
31	1885	Frame Vernacular	Commercial	Contributing	Retains Integrity	SJ02015	Contributing

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>San Marco Avenue, cont'd</u>							
33-35	1885	Frame Vernacular	Commercial	Not Contributing	Lacks Integrity	SJ02016 SJ02525	Contributing
35B	c1971	No Style		Not Contributing	Not Historic Age		Not Listed
35C	c1971	Masonry Vernacular	Garage	Not Contributing	Lacks Integrity		Not Contributing
39	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02017	Contributing
41	1885	Queen Anne, Revival	Commercial	Contributing	Retains Integrity	SJ02018	Contributing
45	1910	Box (Amer 4 Square)	Commercial	Contributing	Retains Integrity	SJ02019	Contributing
47	1917	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02020	Contributing
47B	c2000	No Style	Multi-Family Residential	Not Contributing	Not Historic Age		Not Listed
47C	2010	No Style	Multi-Family Residential	Not Contributing	Not Historic Age		Not Listed
57	1970	Masonry Vernacular	Auto repair/Gas station	Not Contributing	Not within POS	SJ07189	Not Contributing
61	1945	Masonry Vernacular	Commercial	Not Contributing	Not within POS	SJ03612	Not Contributing
63	1930	Masonry Vernacular	Commercial	Contributing	Retains Integrity	SJ02024	Contributing
67	1904	Folk Victorian, Frame	Commercial	Contributing	Retains Integrity		Contributing
67 1/2	1930	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ02025	Contributing
69 1/2B	1930	Frame Vernacular	Single Family Residence	Contributing	Retains Integrity	SJ02025	Not Listed
73	1917	Folk Victorian	Restaurant	Contributing	Retains Integrity	SJ02027	Contributing
73B	c2022	No Style	Multi-Family Residential	Not Contributing	Not Historic Age		Not Listed
75	1904	Folk Victorian	Commercial	Contributing	Retains Integrity	SJ02028	Contributing
77	1930	Neo-Classical Revival	Commercial	Not Contributing	Lacks Integrity	SJ02030	Contributing
<u>Shenandoah Street</u>							
15	1887	Masonry Vernacular	Commercial	Contributing	Retains Integrity	SJ02173	Contributing
22B	c1910	Frame Vernacular	Shed	Contributing	Retains Integrity		Contributing
22C	c1946	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
35	1920	No Style	Single Family Residence	Not Contributing	Lacks Integrity	SJ07190	Contributing
<u>Water Street</u>							
21	1905	Bungalow	Single Family Residence	Contributing	Retains Integrity	SJ02365	Contributing
22	1861	Folk Victorian, Frame	Single Family Residence	Contributing	Retains Integrity	SJ02366	Contributing
23	1839	Queen Anne, Revival	Single Family Residence	Contributing	Retains Integrity	SJ02367	Contributing
27	1957	Ranch	Single Family Residence	Not Contributing	Not within POS	SJ02368	Not Contributing

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Water Street, cont'd</u>							
28	1894	Queen Anne, Revival	Single Family Residence	Contributing	Retains Integrity	SJ02369	Contributing
28B	c1971	No Style		Contributing	Retains Integrity		Contributing
28C	c2004	No Style		Not Contributing	Not Historic Age		Not Listed
28D	c1971	No Style		Not Contributing	Lacks Integrity		Not Listed
33	1885	Colonial Revival	Single Family Residence	Not Contributing	Lacks Integrity	SJ02370	Contributing
38	1917	Colonial Revival	Single Family Residence	Contributing	Retains Integrity	SJ02371	Contributing
38B	c2000	No Style	Single Family Residence	Not Contributing	Not Historic Age		Not Listed
39	1917	Box (Amer 4 Square)	Single Family Residence	Not Contributing	Lacks Integrity	SJ02372	Contributing
40	1906	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02373	Contributing
40B	c1996	No Style	Garage/Shed	Not Contributing	Not Historic Age		Not Listed
41	2013	No Style	Single Family Residence	Not Contributing	Not Historic Age		Not Listed
42	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02374	Contributing
47	1894	No Style	Single Family Residence	Not Contributing	Lacks Integrity	SJ02375	Contributing
48	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02376	Contributing
48B	c1993	No Style	Single Family Residential	Not Contributing	Not Historic Age		Not Listed
50	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02377	Contributing
51	1924	Colonial Revival	Single Family Residence	Contributing	Retains Integrity	SJ02378	Contributing
54	1885	Folk Victorian	Single Family Residence	Contributing	Retains Integrity	SJ02379	Contributing
54B	2010	No Style	Shed	Not Contributing	Not Historic Age		Not Listed
56	1885	Folk Victorian	Single Family Residence	Not Contributing	Lacks Integrity	SJ02380	Contributing
57	1959	Ranch	Single Family Residence	Not Contributing	Not within POS	SJ07191	Not Contributing
60	1885	Folk Victorian	Single Family Residential	Contributing	Retains Integrity		Contributing
60B	1880	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
64	1896	Colonial Revival	Single Family Residence	Contributing	Retains Integrity	SJ02382	Contributing
64B	c1971	No Style	Garage	Not Contributing	Not within POS		Not Listed
65	2012	No Style	Single Family Residence	Not Contributing	Not Historic Age		Not Listed
68	2007	No Style	Single Family Residence	Not Contributing	Not Historic Age		Not Listed

Street No.	Year Built	Style	Use	Eligibility	Reason	FMSF No	Previous NR
<u>Water Street, cont'd</u>							
70	1935	Colonial Revival	Single Family Residence	Contributing	Retains Integrity	SJ02384	Contributing
70B	c1935	Frame Vernacular	Garage	Contributing	Retains Integrity		Contributing
71	1959	Ranch	Single Family Residence	Not Contributing	Not within POS	SJ07192	Not Contributing
80	1891	Shingle	Single Family Residence	Contributing	Retains Integrity	SJ02385	Contributing
82	1920	Prairie	Single Family Residence	Contributing	Retains Integrity	SJ02386	Contributing
82B	c1930	Prairie	Garage	Contributing	Retains Integrity		Contributing
82 1/2	1922	Prairie	Single Family Residence	Not Contributing	Lacks Integrity	SJ02387	Contributing
82 1/2B	1920	Prairie	Garage	Contributing	Retains Integrity	SJ02386	Contributing
84	1894	Mixed	Single Family Residence	Contributing	Retains Integrity	SJ02388	Contributing

SUMMARY

The Abbott Tract Historic District is significant under Criterion A on the local level, in the area of Community/Planning and Development. Concentrated development of the district extended from c. 1838 until 1935 making it the oldest neighborhood in St. Augustine outside the Colonial City. While Abbott Tract began development during the pre- and post-Civil War periods, much of its sense of time and place is impacted by its many developments during the Flagler Era (1885-1913). The district embodies the conversion of the North City area of St. Augustine from a strategic military fortification to a residential use.

Further, the district is significant under Criterion B in the area of Social History on the local level for its association with Lucy Bellenger Abbott, a pioneer female developer in the city and the person for whom the district is named. Following the Civil War, Lucy Abbott acquired vacant land and constructed nine extant residences, including the landmark Abbott Mansion at 14 Joiner Street. The district also contains the Abbott House at 22 Water Street, where Lucy Abbott resided and from which she conducted her real estate activities from 1873 until her death in 1929.

Finally, the district is significant under Criterion C for its embodiment of an important local period of architecture and architectural styles. Wood frame architecture such as Frame Vernacular and Folk Victorian are the predominate building styles. The wood frame architecture of the Abbott Tract ranges from large, three-story mansions to small, single-story cottages, reflecting the social diversity of the district. It embodies many post-1821 historic periods and multiple types of construction including post and beam, balloon, and platform frame. While wood frame architecture dominates, the district includes high styles including Colonial Revival and Queen Anne, along with the architecturally dominant Moorish Revival, Castle Warden. Apart from some alterations on San Marco Avenue and Water Street, the integrity of the district is excellent.

HISTORIC CONTEXT

Abbott Tract is in an area of St. Augustine that is commonly referred to as North City, which roughly extends from the Castillo de San Marco and Cubo Line on the south to what is today San Carlos Avenue on the north. To the east and west, it is bound respectively by the Matanzas River and Hospital Creek and the marshes and waters of the San Sebastian River.

During the First Spanish Period (1565-1763), the city's Spanish residents used a portion of the area as common pastureland. The area simultaneously served as a defense perimeter to protect the fortified town of St. Augustine. The establishment of the English colony of South Carolina in the late 17th century intensified development of the northern defenses of the city. The effort began with the completion of the coquina stone Castillo de San Marcos in 1692 at the southern boundary of Abbott Tract (Photo 17).¹³ Following the attack of Colonel James Moore from South Carolina in 1702, the Spanish developed the area north of the Castillo de San Marcos as a well-designed defense perimeter. An earthenwork barrier,

¹³ Adams, et al. 1994, 21.

the Hornabeque or Hornwork, ran from the northeast corner of Abbott Tract southwest to the banks of the San Sebastian River and comprised the second of three eighteenth century defense lines that guarded the northern approach to the city.

In 1763, the British acquired St. Augustine and East Florida under terms of the Treaty of Paris. The British used the North City primarily for agricultural purposes. They kept the land clear for approximately 2.5 miles north of the Castillo to the Mose Line.

In 1784 the Spanish reacquired Florida and re-occupied St. Augustine. They revamped the defenses north of the colonial city. During the Second Spanish Period (1784-1821) the area where Abbott Tract is located was a military defense perimeter with restrictions on building and agriculture. The Spanish issued land grants in the area with the requirement that grantees grow only low-lying crops, build only temporary structures, and keep the area clear of trees and dense undergrowth. Grants were typically three to five acres and located on both sides of the *Mil y Quinientas* Road, a defense perimeter designed by the Spanish. Between 1803 and 1808 the Spanish Governor granted lands in what became the Abbott Tract to Jose Noda, a Canary Islander; Juan Garcia, a Black man; and Juan Genopoly, Pedro Estopa and Juan Villalonga, all descendants of the Minorcan colonists. Jose Noda purchased the Garcia Grant sometime prior to 1821.¹⁴

Under terms of the Adams-Onis Treaty of 1819, which formalized the transfer, the United States government agreed to recognize all legitimately held Spanish claims in Florida. All claims in the *Mil y Quinientas* were confirmed by the United States Congress by 1830. This legal process maintained the continuity of land holding patterns between the two historic periods and influenced the geographic layout of North City well into the 20th century. The city limits were established at what today is San Carlos Avenue and remained in place until 1923, when areas to the north were annexed following growth and development in the city associated with the Florida Boom.¹⁵

Development of the Abbott Tract and other areas of North City followed a logical pattern in the post-1821 period of the history of St. Augustine. Abbott Tract is the closest neighborhood to the Colonial City and was the first area subdivided and developed as a residential neighborhood. Development, initially residential and later, and to a lesser extent, commercial, spread north during the late nineteenth and early twentieth centuries. The colonial Pablo Road, later Jacksonville Road, and now San Marco Avenue, served as an axis for development, dividing Spanish land grants and later subdivisions on its east and west sides. East-West streets in Abbott Tract extend at right angles off San Marco Avenue. Water Street, a major street, extends north to south the length of the district. Blocks are irregular in form and were heavily influenced by colonial land holding patterns, mainly five Spanish Land Grants dating from the Second Spanish Period.

¹⁴ Adams, et al. 1994, 22-24; Scardaville and Paarlberg, 1983, Abbott Tract Historic District, Section 8- 1.

¹⁵ Adams, et al. 1994, 22-23; 1834. American State Papers: Public Lands. 5 vols. Washington, D.C.: Duff Green, vol. 14.

Abbott Tract District consists of two Territorial Period (1821-1845) subdivisions—the Noda Concession and the Davis Tract. Both subdivisions were altered via re-platting following the Civil War and collectively have become known as Abbott Tract. Both subdivisions were formed by an assemblage of the five former Spanish land grants. The Noda Concession Subdivision, platted in 1838, was the southernmost of these. It featured 33-foot-wide streets, running east-west and north-south in a grid pattern. Original east-west streets in the Noda Concession were Clinch, Shenandoah, and Joiner streets, all of which ran from Jacksonville Road, now San Marco Avenue, to Hospital Creek. The north-south street was Cleland, now Water Street, which extended from the federally owned Castillo de San Marcos property to Joiner Street. The second subdivision, Davis Tract, consisted of Mulberry, Locust and Pine streets, all of which also extended east from the Jacksonville Road (now San Marco) to Hospital Creek. North-south streets were Water, Orange (now Osceola) and Washington (now Abbott).

During the late 1830s, a portion of the Abbott Tract became the first area outside the colonial city to be systematically developed and settled. The colonial city contained small Spanish lots and was densely developed with land values that were high relative to the area to the north. The Spanish land grants in North City were large, unified parcels and a perfect size for subdivision development. The Second Seminole War (1835-1842) stimulated a land boom that sparked the initial development in the Abbott Tract.¹⁶

In response to this housing demand, Peter Sken Smith, a land speculator from Philadelphia, began the first subdivision development in St. Augustine outside the colonial city. In 1837, Smith purchased the two southernmost grants in the *Mil y Quinientas* from Jose Noda. The following year Smith platted the nine-acre tract into lots and blocks and named the subdivision the Noda Concession. The development by Smith was the first known reference to the area as “North City.” One of the first sales in North City was to Smith’s business partner, John Cleland. Cleland was the local district attorney, and a major developer in St. Augustine. Between 1839 and 1844 he and his partner William H. Simmons, a local physician, built the North City Wharf Company, a sawmill, the North City Hotel, and several houses, most notably Cleland’s own house, the Beach Cottage in the Noda Concession. The Beach Cottage, now 23 Water Street, is the oldest documented building in the district.¹⁷ Lot sales were brisk in these early years and several small houses were constructed along Joiner, Clinch and Shenandoah streets.

In the 1820s and 1830s, William Davis, Deputy Marshall of East Florida, acquired three *Mil y Quinientas* grants, measuring twenty-five acres from Juan Genopoly, Pedro Estopa and Juan Villalonga. This area was known as the Davis Range and it extended from Joiner to Pine Street, now the northern boundary of Abbott Tract. Although land sales and house construction were more prevalent in the Noda Concession, neither subdivision became fully developed due to the end of the Seminole War in 1842 and a nationwide economic downturn in the 1840s. In fact, only twelve houses were erected before the Civil War. Of the

¹⁶ Adams, et al. 1994, 26.

¹⁷ Florida Master Site File various, Site ID SJ02367.

twelve only three remain in the district, including the home of Lucy Abbott, a transplanted South Carolinian, at 22 Abbott Street (built 1861).¹⁸

While substantial development occurred prior to the Flagler Era (1885-1913), Abbott Tract was nonetheless greatly impacted by the efforts of Henry Morrison Flagler in the 1880s. The Flagler Era began with Henry Flagler's arrival in St. Augustine in 1885 and ended with his death in 1913. Flagler's vision was the transformation of St. Augustine into the Winter Newport, a counterpoint to Newport, Rhode Island a summer resort for the nation's wealthy elite. While Flagler was not directly associated with the development of the Abbott Tract, his presence attracted other prominent developers and winter residents and stimulated investment in land improvements and building construction throughout the city.

The Flagler associate most directly linked to the Abbott Tract was William Grey Warden. Like Flagler, Warden was a director of the Standard Oil Company, as well as president of Atlantic Refining Company of Philadelphia, president of United Gas Improvement Company, and many other prominent businesses. Locally, Warden owned the St. Augustine Gas and Electric Light Company and the St. Augustine Improvement Association, a real estate development company. Warden built his winter residence, Castle Warden, at the southwest corner of the Abbott Tract at 19 San Marco Avenue in 1887. Castle Warden, the most architecturally significant building in the district, remains the largest Moorish Revival style and poured concrete residence in St. Augustine.¹⁹ With its elaborate interiors, it was a center of the seasonal social scene in St. Augustine during the Flagler Era. The family retained the property until 1941.

According to the 1899 Sanborn map, over half of Abbott Tract was developed. Several large, vacant lots were located along Joiner Street, and other vacant parcels were scattered throughout. Seventy (70) of the contributing buildings, the great majority in Abbott Tract, pre-date 1900. By the early part of the 20th century, an additional 126 buildings had been constructed in Abbott Tract.²⁰

In the second decade of the twentieth century commercialization began to impact the residential character of the Abbott Tract on the San Marco Avenue side. By 1914 a trolley line, which served as a catalyst for development of the area, had reached Genoply Street, near the Florida School for the Deaf and Blind. In 1917, the Dixie Highway was completed to St. Augustine and entered St. Augustine along San Marco Avenue.²¹

Florida's economy blossomed after World War I. St. Augustine, like communities throughout the state, were affected by the Florida Land Boom.²² Real estate values rose dramatically during the Boom. In virtually every community, new subdivisions were platted and recorded, lots were sold and re-sold, and

¹⁸ Adams, et al. 1994, 26; Scardaville and Paarlberg, 1983, Abbott Tract historic District, Continuation Sheet 3.

¹⁹ Florida Master Site File various, Site ID SJ02014.

²⁰ Scardaville and Paarlberg, 1983, Abbott Tract Historic District, Continuation Sheet 4.

²¹ Historic Property Associates, Inc. July 2009, 69; Fillmon 2017.

²² Tebeau, 1999, 378-392.

new buildings were constructed. The Florida Land Boom of the 1920s left its mark on St. Augustine perhaps most notably with the residential development of Davis Shores, a landfill project of the developer D.P. “Doc” Davis on the marshy north end of Anastasia Island directly across the Matanzas Bay from the Abbott Tract. However, the Boom had minimal impact on the Abbott Tract, with little of the Mediterranean Revival architecture associated with Boom found in the neighborhood. By 1930, another forty-two buildings were added. Historic development in the Abbott Tract was largely complete.²³

With the collapse of the Florida Boom in 1926 and the onset of the Great Depression, real estate development slowed dramatically in St. Augustine. The Ancient City, like much of the state, suffered longer than most. In 1941, symbolic of the upturn in the local economy, hotelier Norton Baskin, husband of noted author Marjorie Kinnan Rawlings, purchased Castle Warden from the heirs of William G. Warden and converted it into the Castle Warden Hotel. Baskin and Rawlings occupied an apartment on the top floor and entertained many noteworthy authors and distinguished visitors during their ownership. In 1950, William Ripley purchased the property, and it has served as the Ripley’s Believe It or Not Museum since that time.

The post-World War II period had a substantially negative impact on the Abbott Tract. The conversion of Castle Warden to a hotel symbolized the commercialization of San Marco Avenue and the loss of some the finest homes in the Abbott Tract. In the 1950s, San Marco Avenue was the principal thoroughfare into St. Augustine and was designated US Highway 1 and A1A. The construction of US Highway 1 to the west of the Abbott Tract added to the developmental pressures on North City. An entire city block of residences north of Castle Warden was removed (a St. Augustine Welcome Center now currently occupies the site) and in the block to the north the Firestone Automotive Store was added at 57 San Marco Avenue.

Despite the changes to Abbott Tract along San Marco Avenue, historic preservation in the city dates to 1907, when “a group of women defeated an attempt by the mayor to dismantle the city Gate at the north end of St. George Street,” followed by the St. Augustine Historical Society’s purchase of the Gonzalez-Alvarez house for preservation in 1918 and establishment of a research library in 1923.²⁴ For the following five decades, however, preservation was largely focused on the colonial city. The first concentrated effort outside this area occurred in the late 1970s; in 1981, a three-year archaeological and building survey was completed and encompassed the areas that would become the Abbott Tract, Lincolnville, and Model Land Historic Districts. Abbott Tract and Model Land were the first two NRHP-listed districts (outside of the colonial city, NRHP listed in 1971) in 1983.²⁵ The colonial city provides the largest tourism draw, and despite its proximity, tourism impacts to Abbott Tract are generally isolated to San Marco Avenue.²⁶

²³ Scardaville and Paarlberg, 1983, Abbott Tract Historic District, Continuation Sheet 4.

²⁴ The Gonzalez-Alvarez House at 14 St. Francis Street is the oldest surviving building in St. Augustine and dates from ca.1723 (Preservation Design Partnership, LLC. 2018. "City of St. Augustine Historic Preservation Master Plan." 4.4, 14).

²⁵ Preservation Design Partnership, LLC 2018, 4.7-4.8.

²⁶ Preservation Design Partnership, LLC 2018, 1.1, 3.1.

According to the 1983 nomination, “Abbott Tract has experienced little development and demolition since 1930” and this remains the case at the present time.²⁷ There are a handful of buildings constructed in the 1950s and 1960s along Water and Joiner Streets; according to Sanborn maps dated between 1910 and 1946, earlier buildings were demolished for the construction of these mid-century buildings. Buildings located along San Marco Avenue have also seen some use changes, alterations, and additions. Additionally, a large auto repair shop is located at the corner of Locust Street and San Marco Avenue (57 San Marco Avenue, Firestone, built 1970) has a deep setback and features a window wall and marblecrete. To the north of the Firestone building is a 1945 commercial structure; two blocks to the south is a modern (2019) bank at 27 San Marco Avenue (a gas station was previously located on the site). The Sanborn maps from 1930-1946 show that earlier residences were previously located on these lots. More recent construction, of which there is very little, has occurred on long-vacant land. Built in 2007, 68 Water Street, is one of the few modern intrusions into the district. It was constructed on a vacant lot and consists of a modern steel frame with geometric massing (Photo 16).

In September 2017, Hurricane Irma made landfall in the southwest portion of Florida and created “momentous storm surge flooding along the northeastern coast of the state, where a maximum of three to five foot swells above ground level occurred on inundation from Cape Canaveral northward to the Florida-Georgia border.” The storm surge sensor on the Mantanzas River in St. Augustine recorded a water level of 6.65 feet NAVD88, and the United States Geological Survey recorded high water marks of two to four feet above ground level in the St. Augustine vicinity.²⁸ Within Abbott Tract, the majority of damage was concentrated along Water Street and clustered around the intersection of Abbott and Locust Streets. Two permits were issued for damage associated with the storm: 35 Shenandoah Street (aluminum screen room replacement) and 66 Osceola Street (fencing).

Abbott Tract has seen relatively few changes since 1930, and fewer still since its original listing in 1983. No buildings have been moved, and the street rhythm has largely remained the same since 1930. Three buildings have been elevated in the last five years, including 35, 21, and 33 Mulberry Street. These alterations are predominantly due to flooding. Alterations have been minimal and many of the buildings throughout the district display their distinct original detailing, including jigsaw porch details, prominent porches, and eave detailing. The district is a highly concentrated example of common architectural styles dating from the mid-19th century through the early 20th century ranging from the grand Moorish Revival Castle Warden to blue-collar worker housing on Osceola Street.

Lucy Bellenger Abbott (1838-1929)

In the years following the Civil War, Lucy Bellenger Abbott was the leading developer of the Abbott Tract. Abbott came from a wealthy and socially important South Carolina family. Her mother, Margaret

²⁷ Scardaville and Paarlberg, Abbott Tract Historic District, Continuation Sheet 4.

²⁸ John P. Cangialosi, Andrew S. Latta, and Robbie Berg. "Hurricane Irma (AL112017)." (National Hurricane Center Tropical Cyclone Report, 2018), 10.

Evans Larkin Starke Abbott, was a member of the Starke family, prominent residents of Fairfield County, South Carolina. Her father, Thomas Abbott, her paternal grandfather, and her uncle, James Douglas Starke were all physicians. Following the Second Seminole War members of the Abbott and Starke family, along with many Georgians and South Carolinians, settled in Florida and established plantations, cattle ranches, and real estate enterprises. James Douglas Starke founded the town of Ocoee in Orange County. Another relative, Madison Starke Perry, arrived in Alachua County in 1845 where he established a plantation. He subsequently became a member of the state legislature and at the time of the Civil War was Governor of Florida. The towns of Starke and Perry, Florida are named for him.²⁹

Prior to the outbreak of the Civil War, Dr. Thomas Abbott died and Lucy Abbott and her mother Margaret moved to St. Augustine in 1860, and records suggest Abbott almost immediately began developing the area.³⁰ In 1861, the building now known as the Abbott House at 22 Water Street was built specifically for Lucy by Captain John Starke, her uncle.³¹ When Union troops reached St. Augustine during the Civil War, “they commandeered all of her property” and the Abbott House was used as a hospital.³² Abbott did not obtain her property back until 1868, three years after the end of the war. She continued to live in the district until her death in 1929, and records suggest she maintained residences at both the Abbott Mansion and Abbott House.³³

Lucy Abbott was a pioneer female real estate developer in St. Augustine. By the late 1870s, Abbott had acquired all of the undeveloped lots in the Noda Concession and most of the Davis Range. William Van Ness, a former mayor of St. Augustine, acquired the remaining lots in the Davis Range. Both developers re-platted their holdings into what became known as the Abbott and Van Ness subdivisions. Six known extant residences were constructed during Abbotts time: five houses at 42, 48, 50, 54, and 56 Water Street, all built in 1885 and located between Joiner and Mulberry Streets; and the Abbott Mansion (1887) at 14 Joiner Street.³⁴ Although the Abbott House bears her name, she was not responsible for its construction. Between 1877 and 1885, seventy-one (71) residences had been constructed in Abbott Tract, “of which eight were built by Lucy Abbott for investment purposes.”³⁵ Her developments extended as far north as Locust Street.³⁶

Lucy Abbott continued to be a pillar in the St. Augustine community following the development of the Abbott Tract. According to historical accounts, she was deeply interested in the cause of Confederate

²⁹ Karen Harvey. 2002. *Daring Daughters, St. Augustine's Feisty Females, 1565-2000*. Virginia Beach, Virginia: Walsworth Publishing Company. 74-77.

³⁰ Anne Hammock. 2016. "Sold on Spooky." *Florida Times Union*. October 28. Accessed September 10, 2021.

³¹ Florida Master Site File various, Site ID SJ02366.

³² Hammock, 2016.

³³ Florida Master Site File various, Site IDs SJ00975 and SJ02366; Jan Martindale Roth. n.d. "Lucy Benniger Abbott." *Find A Grave*. Accessed September 10, 2021; St. Augustine Historical Society files.

³⁴ Florida Master Site File various, Site IDs SJ00975, SJ02374, SJ02376, SJ02377, SJ02379, and SJ02380

³⁵ Scardaville and Paarlberg, 1983, Abbott Tract Historic District, Continuation Sheet 4.

³⁶ Roth n.d.

soldiers and worked with the women of St. Augustine to erect a Confederate monument, which was located in the Plaza de la Constitution before it was relocated to Trout Creek Fish Camp in 2020. She was also an active member of Trinity Episcopal Church and played the organ for many years. She was often referred to as the oldest member of the congregation until her death.³⁷

HISTORIC SIGNIFICANCE

Criterion A/Community Planning and Development

The Abbott Tract Historic District is locally significant under Criterion A in the areas of Community Planning and Development. Concentrated development of the district extended from 1838 until 1935, and it is the oldest neighborhood in St. Augustine outside the Colonial City. The district embodies development patterns associated with the conversion of former Spanish Land Grant to subdivisions and the adaptation of lands used for military and agricultural purposes in colonial times to residential real estate uses in the post-colonial period. The Abbott Tract developed substantially during the Post-Civil War and Flagler Eras, through to the early onset of the Great Depression. The neighborhood includes local landmarks such as the Abbott Mansion on Joiner Street and Castle Warden on San Marco Avenue and modest wood frame cottages associated with the local working-class community. By the collapse of the Florida Boom and the onset of the Great Depression its character was established. The period of significance end date of 1935 is a benchmark for the period of significance of the district, as most of the lots were developed by that year. The 1935 year is an alteration from the original 1983 nomination year end of 1930 due to a review of Sanborn maps and background research. This period reflects a more detailed accurate range than the previous period and therefore has been updated within this document.

In subsequent decades, scattered mid-century buildings were constructed and commercialization of the western side of the district along San Marco Avenue quickened. The post-World War II period continued this trend and resulted in the demolition or alteration of residences along this major traffic artery. The district, because of its intimate street patterns, mix of stately nineteenth century residences and modest wood frame dwellings, and mature trees, conveys a special sense of time and place in the city.

Abbott Tract shares similar characteristics with the adjacent North City Historic District (NRHP 2009), located directly west and north across San Marco Avenue. Both districts grew out of Spanish land grants and were spearheaded by Peter Sken Smith.³⁸ The street patterning and architectural styles are very similar, including the loss of historic buildings along San Marco Avenue. Outside of the colonial city, most formally planned neighborhoods in St. Augustine were not developed until after the turn of the century.³⁹ A notable exception is Lincolnville, located south of the colonial city, and the principal Black

³⁷ St. Augustine Evening Record, October 30, 1929. Page 3.

³⁸ Walt Marder, Barbara E. Mattick, and Andrew Waber. 2009. North City Historic District. National Register of Historic Places Nomination, Washington, D.C.: National Park Service. Section 8- 3.

³⁹ Dezendorf, et al., 2011, Nelmar Terrace Historic District, Section 8, 1; Michael Scardaville and Larry Paarlberg. 1983. National Register of Historic Places Inventory/Nomination: Model Land Historic District. Continuation Sheet 5; Melissa

neighborhood. Residents began developing their community immediately following the Civil War, although available resources and social differences have resulted in a neighborhood dramatically different from Abbott Tract.⁴⁰

Criterion B/Lucy B. Abbott

Abbott Tract is locally significant under Criterion B for its association with Lucy B. Abbott, an astute businesswoman, the principal developer of the Abbott Tract, and its namesake. Lucy Abbott's impact on the Abbott Tract was remarkable regardless of gender but highly significant given the context of the times when women had few rights and faced daunting impediments from a male dominated society. Many women of the time were still tethered to their home and husbands, and in some states were denied the right to own property. It was during Lucy's lifetime that more women began lobbying for increased independence: the suffrage movement, led by women such as Susan B. Anthony, gained prominence, the number of employed women increased significantly from 2.6 million to 7.8 million, and women gained the right to control their earnings, own land, and take custody of their children following divorce.⁴¹ It was during this political climate in which Lucy Abbott gained prominence in her own right as a developer, landowner, and significant and respected businesswoman in St. Augustine.

Abbott acquired much of Peter Sken Smith's failed subdivision—the Noda Concession—re-platted it and began constructing a number of residential rental properties as far north as Locust Street. She is one of a handful of developers involved in home construction outside of the city limits prior to expansion during the Flagler era. Abbott's property was seized by Union troops during the Civil War and remained under federal control for an additional three years after the end of the war. The "Abbott Houses" on Water Street express the architectural character of the Abbott Tract and give it its unique sense of time and place within the City of St. Augustine.

The intimate details of Lucy Abbott's work have largely been lost to history, but a few hints survive. The 1900 federal census describes her as a "carpentarist," an indication that she was not a passive investor but a hands-on developer. Following her arrival in the city in 1860, it appears she almost immediately began purchasing and developing property and continued to do so until her death on October 29, 1929 at the age of ninety-four.⁴² Abbott maintained her independence throughout her life; she never married although she was romantically linked to a Confederate captain (the relationship was reportedly disapproved of by her uncle, Florida governor Madison Perry).⁴³ Various records suggest she maintained residences at both the Abbott House (22 Water Street) and Abbott Mansion (14 Joiner Street) from at least 1873 until her death.⁴⁴

Dezendorf, et al. 2011. National Register of Historic Places Inventory/Nomination: Fullerwood Park Residential Historic District., Section 8-1.

⁴⁰ Shriver, 1991, Section-5.

⁴¹ Library of Congress, Women's Suffrage in the Progressive Era. loc.gov.

⁴² Roth n.d., "Certificate of Death 15961"; Hammock, 2016.

⁴³ Hammock, 2016.

⁴⁴ Roth n.d., "Certificate of Death 15961"; Florida Master Site File various, Site IDs SJ00975 and SJ02366; St. Augustine Historical Society Files.

According to her death certificate, she died in the Abbott House, which at that time was addressed at 29 Shenandoah Street.⁴⁵ Despite the location of her death, the Abbott Mansion was sold twice during Abbott's lifetime (first to Mrs. Arthur J. William at an unknown date; shortly thereafter it reverted back to Abbott who sold it again in 1922 to Mary Katherine Causey).⁴⁶ The properties were also rented out; a Black family were tenants of the House following the Civil War and the Mansion was advertised as a boarding house in 1886.⁴⁷ Other properties in the Abbott Tract were rented or owned by St. Augustine's Black residents, the 1911 St. Augustine Directory lists around 63 households within the current boundaries.⁴⁸

While there is little information available about her activities beyond purchasing and redeveloping the Abbott Tract, Lucy Abbott's career as a developer can be compared to other female developers at the time, such as Julia DeForest Tuttle (1849-1898) and Mary Brickell (1836-1922). Tuttle, also known as the "Mother of Miami" is credited alongside Mary and William Brickell with persuading Henry Flagler to extend his Florida East Coast (FEC) Railway southward to Miami. The Brickell's and Tuttle owned large portions of old Spanish Land Grants to the north and south of the Miami River. Together, Tuttle and the Brickell's convinced Flagler to extend the railway south, following the Great Freeze which decimated North Florida's agricultural industry. When William Brickell died in 1908, Mary assumed the role of the family's business head and was very shrewd during negotiations. Mary Brickell continued to develop Miami and the Brickell Neighborhood. Between 1910 and 1919, she laid out a subdivision on Brickell Avenue which would become known as Millionaire's Row. Like with Lucy's impact on the development of North St. Augustine, Tuttle and Brickell's ingenuity as developers greatly impacted the development of Miami. In less than a decade they had transformed it from a handful of settlements to a large city with a Flagler hotel, a rail line, shopping centers, and sprawling residential neighborhoods developed by the Model Land Company. Likewise, Lucy's redevelopment of the Abbott Tract expanded the city northward past the Castillo, opening what was primarily agricultural lands for residential development during the tourism boom of the Flagler Era.

ARCHITECTURAL CONTEXT

Architectural styles in Abbott Tract range in style, and include Folk Victorian (27%), Frame Vernacular (14%), Florida Cracker (6%), Bungalow and Craftsman (6%), Colonial Revival (5%), Masonry Vernacular (4%), Queen Anne (2%), Ranch (2%), Moorish Revival (1%), Neo-Classical (1%), and Shingle (1%). Two-thirds of the Masonry Vernacular and the identified Ranch buildings (four in total) were constructed after the period of significance.

⁴⁵ Roth n.d., "Certificate of Death 15961"; Florida Master Site File various, Site ID SJ02366.

⁴⁶ Florida Master Site File various, Site ID SJ00975.

⁴⁷ The Abbott Mansion was advertised as a boarding house but does not specify if Abbott owned the property at the time. Florida Master Site File various, Site IDs SJ02366 and SJ00975.

⁴⁸ St. Augustine Directory, 1911.

Folk Victorian (50 buildings, 27%)

Folk Victorian is the most prevalent style in the Abbott Tract Historic District. The Folk Victorian style is common throughout the United States and has many distinct local forms. The form of the structure is a typical simple folk house, but is distinguished with elaborate Victorian detailing, usually Italianate or Queen Anne at the porch and/or cornice. These typically include fine spindlework and turned or chamfered piers, along with lace-like spandrels. Folk Victorian structures have simpler forms that are often symmetric, unlike the sprawling form of the Queen Anne style. Folk Victorian structures are largely due to the development of the railroad. Access to the heavy woodworking machines that could produce inexpensive Victorian details became widely available as the new rail lines crossed the country. These details could be added to houses as they were constructed, and fashion-conscious homeowners could add it to their existing buildings. There are several examples of Folk Victorian buildings throughout the district; one of these is located at 53 Abbott Street (Photo 18) and another at 67 San Marco Avenue (Photo 19).

Frame Vernacular (25 buildings, 15%)

Frame Vernacular, the prevalent type of residential building in Florida, refers to the common wood frame technique employed by lay or self-taught builders. In St. Augustine, braced-frame techniques characterized wood frame construction prior to the arrival of the railroad in the 1880s. Braced frame construction replaced the earlier post and beam forms, which predominated during the English Colonial Period in the United States. Braced framing consisted of a combination of heavy timber frame with hewn joints and light, closely spaced vertical studs, which were machine cut. Foundations were brick, coquina, or tabby piers or wood posts. Exterior cladding was clapboard, lap siding or board-and-batten. Roofs were front or side facing gable types. Windows were double-hung sash with small panes, most frequently in a 6/6 light configuration. Porches were a universal feature. They were usually full width, shed, or incised types.

From the 1880s until about 1910, Frame Vernacular architecture was characterized by the balloon-frame method of construction. Balloon-frame construction, which began in Chicago and reached St. Augustine with the arrival of the railroad in the 1880s, featured closely spaced two-inch-deep boards of varying widths joined by nails. This method of framing eliminated the hewn joints and massive timbers employed in braced frame construction. Corner posts and principal horizontal members consisted of two or more two-inch boards nailed together. Studs in multi-story buildings rose continuously from the floors to the roof. Floors hung on the studs. Balloon framing allowed cheaper and more rapid construction. Brick piers provided the principal foundation type. Roofs were generally gable, hip or pyramidal. Metal roof surfacing, including ornamental metal, became common in Florida during the period. Roof forms were more complex, featuring dormers, cross gables, and other secondary roof structures, which led to more complex massing. Windows remained double-hung sash but contained larger panes than in the pre-Civil War era, often in a 2/2 light pattern. Porches and verandas were also common features.

A major change in frame construction occurred about 1910 with the introduction of platform framing. With the new method, each new floor was constructed independently. Shorter studs were erected upon wooden platforms to support the overlying platform or roof. This framing system was both simpler and more rigid than the balloon framing system it replaced.

By 1920, the Bungalow had become a major influence on vernacular design. As a result, the form, plan, and features of frame buildings tended to be more regular. After 1920, Frame Vernacular buildings often diminished to one story. In addition to height and methods of construction, Frame Vernacular building of the 1920s and 1930s shared additional characteristics. Framing rested on pier foundations, commonly brick or concrete block. Exterior sheathing was usually horizontal wood siding, either weatherboard or drop type. Roof types were gable or hip, covered with V-crimp or embossed sheet metal or composition or asbestos cement shingles. Brick chimneys constituted a common feature. Windows were double-hung sash. The size of panes increased in size, generally to 1/1 lights. Bungalow windows, with a single lower light and 3,4 or more lights in the upper sash, were typical. Porches, usually full-widths entrance types, remained common.

Frame Vernacular buildings in Abbott Tract embody the full range of wood vernacular building techniques from the braced frame of the pre-railroad era to the balloon frame from the turn of the century, and the platform frame era which began in the early 20th century. Before and immediately after the Civil War, house construction in St. Augustine was local in nature and dependent upon the building materials at hand. Builders adapted to the materials and developed individual methods and designs. The Industrial Revolution permitted standardization of building materials and exerted a significant change in vernacular house design. Popular magazines helped to make architectural trends universal throughout the country. The railroad development associated with Henry Flagler provided inexpensive and efficient transportation for manufactured building materials. Ultimately, individual builders had access to a myriad of finished architectural products from which to create their own designs.

Frame Vernacular residences in the district are typically one to two-and-one half stories in height, with balloon frame structural systems and brick or coquina-concrete pier foundations, and boxy in form. Plans of 19th century residences were usually rectangular, though L-shaped plans were often used to maximize cross-ventilation. Following the dawn of the 20th century, iterations of the style found in the district are more reflective of the boxy, symmetric American Foursquare. Gable or hip roofs usually had steep pitches that accommodate attic space. Horizontal drop siding and weatherboard and wood shingles were the most common exterior wall surface materials. Wood shingles were often used to cover roofs, but after fires in St. Augustine in 1887 and 1914, they were replaced by sheet metal and metal shingles and later by asbestos cement and composition shingles. Porches, most commonly simple entrance or end porches were common features. Porches were the location of most decorative features such as gingerbread, jig-sawn bargeboards, and decorative rafters. Fenestration was regular, but not always symmetrical. Windows were generally double-hung sash with multi-pane glazing and doors contain recessed wood panels. Exterior decoration was sparse and limited to ornamental woodwork. Frame vernacular buildings in the Abbott Tract date from 1838 to 1930 and range from 2.5 story upper class residences to modest shotgun houses and wood-

frame cottages for laborers and domestic workers. Some examples are located at 67-73 San Marco Avenue and 26 Joiner Street (Photo 20)

Florida Cracker (15, 6%)

Florida cracker architecture is a style of vernacular architecture typified by simple, wood-frame houses in various layouts most prevalent from the 1840s through the 1920s. In Florida and Georgia, “Cracker” refers to the descendants of early English settlers. The houses were square or rectangular for quick, easy construction. Early versions were built from logs, which reduced the need to cut boards. Gaps between the logs also allowed for better airflow indoors. Timber-frame versions were also built, although somewhat later. In some homes, a fireplace with a stone chimney on one gable end of the house provided the means for cooking and winter heating. Others used a detached kitchen behind the house. Most Cracker houses consisted of a single room, referred to as a “single-pen” layout. As time progressed, more rooms would be built. Families would build another room several feet from the gable end and extend the roof creating a “dog-trot” layout, characterized by a breezeway between the two rooms. Builders included plenty of windows for airflow, as well as large, overhanging porches or verandas on both ends of the house to provide cooler air and shade in the hot, humid climate of the south. They were also used to deflect rain, as many cracker houses did not have glass windows and opted for shutters or mosquito nets. The style evolved with the addition of second story bedrooms, creating the “I-house” and enclosing the dog-trot. Further style progression includes the “four-square Georgian,” which followed the four-square Georgian plan popular in sophisticated urban centers to the north. Examples of the Cracker style are located at 19 Locust Street and 52 Osceola Street.

Shotgun (4 buildings, 2%)

The Shotgun is a subtype of Frame Vernacular structures and refers to the plan of the building.¹²⁷ One or one and a half stories, they are one room wide and typically at least three rooms deep, most often with an end facing gable and few windows. The origins of the style are widely speculated, but it was popularized in New Orleans, with the earliest documented Shotgun dating to 1832. They were primarily constructed in the late 1800s to early 1900s in Southern states including Florida, Louisiana, Texas, Mississippi, Alabama, and Georgia, and most often housed lower-income families, many of whom were people of color. The plan maximizes airflow in the days before air conditioning; a breeze could reach every room in the house when the front and rear doors were opened. They can also maximize small lots in dense urban areas (such as New Orleans) where some parcels could be as small as thirty feet wide. Exterior decorations can range wildly in style, including Italianate, Classical, and Victorian features.

Shingle (1 building, .5%)

Primarily found in New England, Shingle style draws from Queen Anne, Colonial, and Richardsonian Romanesque, but its primary distinguishing characteristic is continuous wood shingle cladding. Buildings have sculpted, irregular, and complex masses (borrowed from Queen Anne and Richardsonian Romanesque), unified by the siding. It is one of the first styles to emphasize the interior volumes as opposed to external details, and typically forgoes elaborate window and entry decoration. It can be

difficult to find many cohesive features to the style beyond the shingle siding, partially because it was never widely adopted, like its contemporary Queen Anne, but remained an “architect’s style.” Despite this, common features can include classical columns, Palladian windows, wide porches, gambrel roofs, and sometimes lower stories of stone. The style is rare in Abbott Tract and is seen in a single resource, the Dismukes House at 80 Water Street.

Bungalow & Craftsman (13 buildings, 7%)

Popularized in California, these architectural styles were featured in building plan advertisements and catalogs which made them widely accessible to the public. They were implemented throughout the early twentieth century into the pre-WWII era. Building plans are rectangular or L-shaped under low pitched gable, cross-gable, or hipped roof and details include knee-braces, exposed rafter tails, full front porches under the primary or a secondary roof with corner posts or battered posts and are often set on piers or a ventilated stem wall foundation. Siding was most often horizontal boards in a clapboard or novelty profile, and windows could be single or paired double hung sash with divided lights on the upper sash. Bungalows have low and simple lines with wide projecting roofs and exposed rafters, with one or two-stories, large porches, and occasional dormers. The Bungalow can be described as a diluted vernacular of the Craftsman style, and the high-styled Craftsman buildings are less common. An example of the Bungalow style is located at 25 Locust Street (Photo 21) and 61 Abbott Street (Photo 22).

Prairie (4 buildings, 3%)

The Prairie style originated in Chicago, with landmark examples concentrated in the city’s early 20th-century suburbs and in other large midwestern cities. Vernacular examples were spread widely by pattern books and popular magazines; they are common in 20th-century suburbs throughout the county and several examples are seen in the Abbott Tract. Most were built between 1905 and 1915; the style quickly faded from fashion after World War I. Common features of the style are low-pitched roofs, usually hipped, with widely overhanging boxed eaves; the houses are typically two-stories with one-story wings, porches, and porte cocheres eaves cornices, and façade detailing emphasizing horizontal lines, often with massive square porch supports. An example can be seen at 32 Mulberry Street (Photo 23).

Masonry Vernacular (8 buildings, 4%)

Like Frame Vernacular, Masonry Vernacular is a prominent style found in St. Augustine. If not available locally, masonry units could be easily transported by the 1920s when the material started to gain popularity. Some buildings apply details of the Mediterranean Revival styles popular in the 1920s while others borrow from the Art Deco and Moderne styles of the 1930s and 1940s. Exterior finishes are stucco or masonry veneer including brick, stone, and rough faced concrete block. Brick may be used to form windowsills and lintels as a distinct texture and scale from the smooth faced façade. Masonry Vernacular structures are typically asymmetrical but maintain regular window openings and by the 1940s, the building form shifted from a rectangular to an L- shaped plan with a shallow roof projection. Front porches were also typical in residential Masonry Vernacular buildings and more often are inset under the primary roof or cross-gable extension.

Colonial Revival (8 buildings, 4%)

The Colonial Revival style exerted an important influence on residential design in the Abbott Tract. It was the dominant style for American residential architecture during the first half of the twentieth century. In Florida, however, the popularity of the style during the era was eclipsed by the Bungalow and Spanish Revival styles. The term "Colonial Revival" refers to a rebirth of interest in the early English and Dutch houses of the Atlantic Seaboard. The Georgian and Adam styles were the backbone of the Revival, which also drew upon Post-medieval English and Dutch Colonial architecture for references.

The Colonial Revival style was introduced at the Philadelphia Exposition of 1876. The centennial of the Declaration of Independence sparked renewed interest in the architecture of the colonial period. Many of the buildings designed for the Exposition were based on historically significant colonial designs. Publicity on the Exposition occurred simultaneously with efforts made by several national organizations to preserve Old South Church in Boston and Mount Vernon. About the same time a series of articles focusing on eighteenth century American architecture appeared in the American Architect and Harpers. The publicity the Colonial Revival style received helped to make it popular throughout the country. Some examples of the style are located at 24 Locust Street (Photo 24) and 64 Water Street (Photo 25).

Queen Anne (3 buildings, 2%)

Queen Anne was a popular residential building style in the United States between 1880 and 1900 and remained popular through the first decade of the 20th century. Despite the name, it draws most heavily upon earlier Jacobean and Elizabethan precedents rather than the more restrained Renaissance architecture of the reign of Queen Anne (1702-1714). English architect Richard Norman Shaw is most often credited with developing the style in his plans for grand manor houses during the mid-nineteenth century. The Queen Anne style was very popular in northern Florida between 1880 and 1910, as it was in most states in the South. The influence of the style is clear in the district, although most are restrained examples without the characteristic corner tower or turret. Identifying features of the Queen Anne style include steeply pitched roof lines with intersecting extensions; irregular massing; decorative truss work and patterned shingles in the roof gables; veranda porches with spindle work or decorative brackets between turned porch roof supports; canted bay extensions or conical towers; various exterior fabrics, often differ from one story to the next; multi-paned double-hung sash windows with decorative glazing patterns; and massive corbelled chimneys with decorative brick work. An excellent example of the style is located at 41 San Marco Avenue.

Architects/Engineers/Builders

Phillip Spencer Prioleau, Jr.

Castle Warden has long been rumored to be the work of Franklin Smith, the architect of Zorayda Castle and the Casa Monica Hotel or Carrere and Hastings, architects of Henry Flagler's monumental hotels and churches. According to the Florida-Times Union, however, it was the work of Phillip Spencer Prioleau, Jr., a civil engineer. He went on to become the Engineer for the City of Jacksonville ([Duval County](#)) and

the City of Eustis in Lake County, Florida. There are no other known examples of Prioleau's work in St. Augustine or Jacksonville.

Fred Henderich

Fred A. Henderich was one of the first professional architects to practice in St. Augustine. A prolific architect, he designed major works throughout St. Augustine, including the St. Augustine Record Building (listed in the National Register 2006; built 1906) and the original Flagler Hospital.⁴⁹ Henderich designed a variety of building types in a variety of styles. He was particularly adept at incorporating local materials into his designs. These included natural wood shingles palm structural elements, and coquina in hand hewn blocks, as an aggregate in concrete construction, or as a shelledash finish applied to stucco. In Abbott Tract, he designed 21 Water Street (1905) and in 1921 he redesigned the Abbott Mansion at 14 Joiner Street from a Second Empire styled building to its present Colonial Revival style.⁵⁰

Criterion C: Architecture

The Abbott Tract Historic District embodies a wide range of architectural styles, representative of approximate 100-year window of time. The Abbott Tract Historic District was previously listed under Criterion C for Architecture in the 1983 nomination.

⁴⁹ (Adams, et al. 1994, 136-137, St. Augustine Record 1994)

⁵⁰ (Florida Master Site File various, Site ID SJ00975, Adams, et al. 1994, 136-137)

BIBLIOGRAPHY

- Adams, William R., David Nolan, Michael Scardaville, Robert Steinbach, and Paul Weaver. "Historic Sites and Buildings Survey of St. Augustine, Florida." St. Augustine: St. Augustine Preservation Board, January 1, 1994.
- American State Papers: Public Lands*. 5 vols. Washington, D.C.: Duff Green, 1834.
- American State Papers: Public Lands*. 8 vols. Washington, D.C.: Gales & Seaton, 1861.
- "Biographical Card File." St. Augustine: St. Augustine Historical Society, n.d.
- "Biographical Folder File." St. Augustine: St. Augustine Historical Society, n.d.
- Bloomfield, Max. *Bloomfield's Illustrated Historical Guide, 1883*. St. Augustine: Record Company, 1929.
- Blumenson, John J.G. *Identifying American Architecture: A Pictorial Guide to Style and Terms, 1600-1945*. Nashville: W. W. Norton & Company, 1977.
- Cangialosi, John P., Andrew S. Latta, and Robbie Berg. "Hurricane Irma (AL112017)." National Hurricane Center Tropical Cyclone Report, June 30, 2018 update.
- Castello, Pablo. *Plano del Presidio de San Agustin de la Florida, y sus contornos*.
- Chaney, Edward E. *Survey and Evaluation of Archeological Resources in the Abbott Tract and North City, St. Augustine*. Gainesville: University of Florida, 1986.
- "Chronological File." St. Augustine, Florida: St. Augustine Historical Society, n.d.
- City of St. Augustine Planning and Building Division. *Architectural Guidelines for Historic Preservation, 4th Edition*. St. Augustine: City of St. Augustine, October 2011.
- City of St. Augustine. "St. Augustine City Ordinance Books." St. Augustine, Florida: City of St. Augustine, 1821-1910.
- Clements, Benjamin, and J.B. Clements. *Plan of the City of St. Augustine, East Florida*.
- "Deed Records." St. Johns County: St. Johns County Courthouse, 1821-1960.
- Dezendorf, Melissa, Paul Weaver, and Andrew Waver. *Fullerwood Park Residential Historic District*. National Register of Historic Places Nomination, Washington, D.C.: National Park Service, 2011.
- Dezendorf, Melissa, Paul Weaver, and Andrew Waver. *Nelmar Terrace Historic District*. National Register of Historic Places Nomination, Washington, D.C.: National Park Service, 2011.
- Dorr, F.W. *San Augustine and Vicinity, East Florida*.
- Federal Writer's Project. *Seeing St. Augustine*. St. Augustine, 1937.
- Fillmon, Tim. "Nelmar Terrace Historic District." *The Historical Marker Database*. January 16, 2017. <https://www.hmdb.org/m.asp?m=100892> (accessed September 13, 2021).
- Division of Historical Resources, comp. *Florida Master Site File*. Tallahassee, Florida, various.
- Graham, Thomas. *The Awakening of St. Augustine: The Anderson Family and the Oldest City, 1821-1924*. St. Augustine: St. Augustine Historical Society, 1978.
- Hammock, Anne. "Sold on Spooky." *Florida Times Union*. October 28, 2016. <https://www.jacksonville.com/homes/2016-10-28/sold-spooky> (accessed September 10, 2021).

- Harvey, Karen. *Daring Daughters, St. Augustine's Feisty Females, 1565-2000*. Virginia Beach, Virginia: Walsworth Publishing Company, 2002.
- "Historic Abbott Tract to be spotlighted in tour." *St. Augustine Record*. November 27, 2009. <https://www.staugustine.com/article/20091127/LIFESTYLE/311279997> (accessed September 9, 2021).
- Historic Property Associates, Inc. *The King's and Pablo Roads: Florida's First Highways*. St. Johns County, July 2009.
- "House and Street File." St. Augustine, Florida: St. Augustine Historical Society, n.d.
- Koch, Rog. *Birds-Eye View of St. Augustine, Florida*.
- "Map Books." St. Johns County Courthouse, 183801980.
- "Map File." St. Augustine: St. Augustine Historical Society, n.d.
- Marcotte, Henry. *On file with the St. Augustine Historical Society*. Florida Times Union, January 1, 1888.
- Marder, Walt, Barbara E. Mattick, and Andrew Waber. *North City Historic District*. National Register of Historic Places Nomination, Washington, D.C.: National Park Service, 2009.
- McAlester, Virginia Savage. *A Field Guide to American Houses*. 2nd edition. New York: Alfred A. Knopf, 2015.
- "Miscellaneous Books." St. Johns County Courthouse, n.d.
- "Miscellaneous File." St. Augustine: St. Augustine Historical Society, n.d.
- Nolan, David. *The Houses of St. Augustine*. Sarasota: Pineapple Press, 1984.
- Plan of the land between Fort Mossy (Mose) and Saint Augustine*. Florida State Archives.
- Poppeliers, John C., Allen Chambers, Jr., and Nancy B. Schwartz. *What Style Is It?, A Guide to American Architecture*. New York City: Preservation Press, 1983.
- Preservation Design Partnership, LLC. "City of St. Augustine Historic Preservation Master Plan." 2018.
- Ranson, Robert. *Official Map of St. Augustine*.
- Roth, Jan Martindale. "Lucy Benniger Abbott." *Find A Grave*. n.d. <https://www.findagrave.com/memorial/36242528/lucy-benniger-abbott> (accessed September 10, 2021).
- Sanborn Fire Insurance Company. "Sanborn Fire Insurance Map." St. Augustine: Sanborn Fire Insurance Company, 1899.
- . "Sanborn Fire Insurance Map." St. Augustine: Sanborn Fire Insurance Company, 1946.
- . "Sanborn Fire Insurance Map." St. Augustine: Sanborn Fire Insurance Company, 1930.
- . "Sanborn Fire Insurance Map." St. Augustine: Sanborn Fire Insurance Company, 1924.
- . "Sanborn Fire Insurance Map." St. Augustine: Sanborn Fire Insurance Company, 1910.
- . "Sanborn Fire Insurance Map." St. Augustine: Sanborn Fire Insurance Company, 1904.
- Scardaville, Michael C. "Abbott Tract: A Developmental History." Unpublished manuscript, St. Augustine, 1978.
- Scardaville, Michael, and Larry Paarlberg. *Abbott Tract Historic District*. National Register of Historic Places Nomination, Washington, D.C.: National Park Service, 1983.
- Scardaville, Michael, and Larry Paarlberg. *Model Land Historic District*. National Register of Historic Places Nomination, Washington, D.C.: National Park Service, 1983.

Shriver, Carl. *Lincolnvile Historic District*. National Register of Historic Places Nomination, Washington, D.C.: National Park Service, 1991.

St. Augustine City Directories, and R.L. Polk and Company. *City Directories*. Richmond and Jacksonville: R.L. Polk Company, 1911-1912, 1914-1915, 1916-1917, 1918-1917, 1920-21, 1922-23, 1924-25, 1927, 1930, 1934, 1937, 1940, 1945, 1947, 1949, 1951, 1953-54, 1955, 1957, 1959, 1960, 1962, 1965, 1966, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979-80.

St. Augustine Council. "St. Augustine Council Minutes." St. Augustine, Florida: City of St. Augustine, 1821-1914.

St. Augustine Record. 1899.

—. January 1, 1994.

"Tax Records." St. Johns County Courthouse, n.d.

Tebeau, Charles. *A History of Florida*. Coral Gables: University of Miami Press, 1999.

The Record Company. *History, Guide and Directory of St. Augustine*. St. Augustine, 1904, 1907-1908.

Wellge, H. *View of the City of St. Augustine*.

Works Progress Administration. *Spanish Land Grants in Florida*. 5 vols. Tallahassee, 1940.

Verbal Boundary Description

- Beginning: at a point (A) where a line extended eastward from the SE corner of Block 0 ("Official Map of the City of St. Augustine," 1922) intersects the low tide mark of the western shore of Hospital Creek; proceed,
- Northward: along the low tide mark of said Creek to a point (B) where it intersects with a line extended eastward from the NE corner of Lot 6, Block P; thence,
- Westward: along the northern boundaries of Lots 4, 5 and 6, Block P to the NW corner of Lot 4 of said Block (C); thence,
- Southward: along the western boundary of Lot 4, Block P to the SW corner of said Lot (D); thence,
- Westward: following the northern right-of-way of Pine Street to the western right-of-way of San Marco Avenue (E); thence,
- Southward: following the western right-of-way of San Marco Avenue to a point (F) opposite the SW corner of Lot 1, Block A; thence,
- Eastward: along the southern boundaries of Blocks A and O to the point of beginning (A).

Boundary Justification

No changes are being made to the Abbott Tract Historic District boundary from the original 1983 nomination.

Additional Documentation (Figures, plans, historic photos)



A stylized map depicting developed lots in Abbott Tact (1885) from a bird's eye view of St. Augustine, Florida. Courtesy State Library of Florida Map Collection.



Shenandoah St.

Looking east along Shenandoah Street in 1902. Courtesy Florida Memory, reference no. RC08791.



A bird's eye view of the Castillo de San Marcos in 1920, looking northeast. Abbott Tract is partially visible to the right (north). Castle Warden at 19 San Marco Avenue is the large structure visible near the trail end that curves to the west of the Castillo. Courtesy Library of Congress, control number 2013645404.



An excerpt from an aerial image taken in 1946, yellow outline depicts Abbott Tract Historic District boundary. Courtesy of the University of Florida Aerial Imagery.



An excerpt from an aerial image taken in 1960, yellow outline depicts Abbott Tract Historic District boundary. Courtesy of the University of Florida Aerial Imagery.



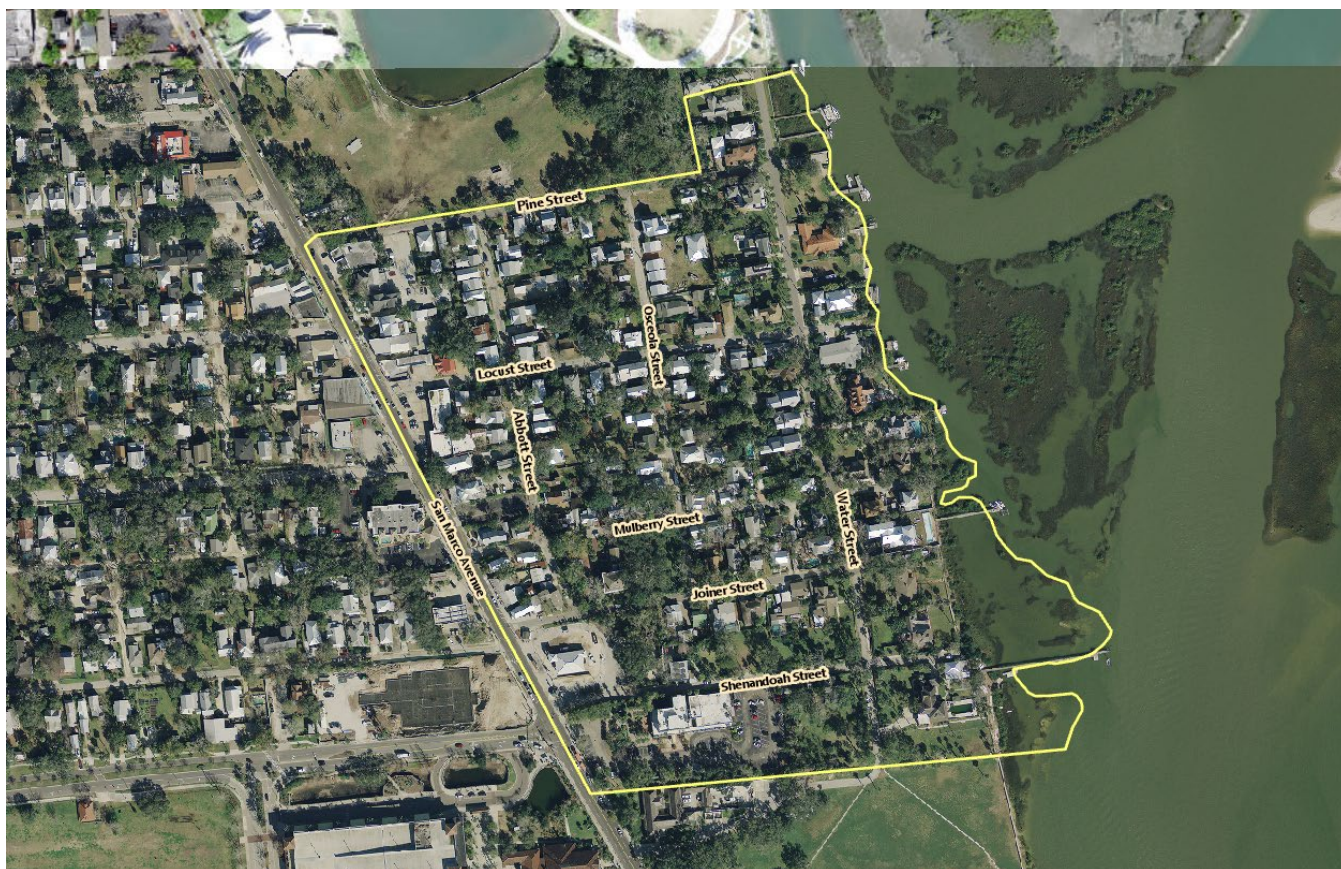
An excerpt from an aerial image taken in 1960, yellow outline depicts Abbott Tract Historic District boundary. Courtesy of the University of Florida Aerial Imagery.



An excerpt from an aerial image taken in 1971, yellow outline depicts Abbott Tract Historic District boundary. Courtesy of the Florida Department of Transportation, Aerial Photo Lookup System.



An excerpt from an aerial image taken in 1980, yellow outline depicts Abbott Tract Historic District boundary. Courtesy of the Florida Department of Transportation, Aerial Photo Lookup System.



An excerpt from an aerial image taken in 2019, yellow outline depicts Abbott Tract Historic District boundary. Courtesy of the Florida Department of Transportation, Aerial Photo Lookup System.

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered in the order they are referenced in the manuscript, and that number must correspond to the photograph number on the photo log.

Property Name:	Abbott Tract Historic District				
City or Vicinity:	St. Augustine	County:	St. Johns	State:	FL
Photographer:	Various	Date Photographed:	October 1 & 2, 2020		

Description of photograph(s) and number, including description of view indicating direction of camera:

LIST OF PHOTOGRAPHS

Photo 1. 82 Water Street, facing northwest. Meghan Browning, photographer; April 29, 2024.

Photo 2. Water Street, facing northwest. 64 Water Street. Meghan Browning, photographer; April 29, 2024.

Photo 3. 84 Water Street, facing northwest. Meghan Browning, photographer; April 29, 2024.

Photo 4. The Abbott House at 22 Water Street, facing west. Meghan Browning, photographer; April 29, 2024.

Photo 5. The Abbott House at 48 Water Street, facing west. Meghan Browning, photographer; April 29, 2024.

Photo 6. The Abbott House at 50 Water Street, facing southwest. Meghan Browning, photographer; April 29, 2024.

Photo 7. The Abbott House at 54 Water Street, facing southwest. Meghan Browning, photographer; April 29, 2024.

Photo 8. The Abbott House at 58 Water Street, facing southwest. Meghan Browning, photographer; April 29, 2024.

Photo 9. The Abbott House at 42 Water Street, facing southwest. Meghan Browning, photographer; April 29, 2024.

Photo 10. Osceola Street, facing south. 73 Osceola Street, the pink building, is in the foreground. Meghan Browning, photographer; April 29, 2024.

Photo 11. 70 Abbott Street, facing southwest. Meghan Browning, photographer; April 29, 2024.

Photo 12. The Abbott Mansion at 14 Joiner Street, facing north. Meghan Browning, photographer; April 29, 2024.

Photo 13. John C. Cleland Beach Cottage at 23 Water Street, facing northwest on Shenandoah Street. Meghan Browning, photographer; April 29, 2024.

Photo 14. 41 San Marco Avenue, facing east. Meghan Browning, photographer; April 29, 2024.

Photo 15. Castle Warden at 19 San Marco Avenue, facing northwest. Meghan Browning, photographer; April 29, 2024.

Photo 16. The Dismukes House at 80 Water Street, facing west. Meghan Browning, photographer; April 29, 2024.

Photo 17. 35 San Marco Avenue, facing southeast, with 31 San Marco Avenue partially visible behind it (to the south). Meghan Browning, photographer; April 29, 2024.

Photo 18. Water Street, facing northwest. 68 Water Street (2007) is the geometric building to the far left (south). Meghan Browning, photographer; April 29, 2024.

Photo 19. Facing south near the end of Water Street. The Castillo de San Marcos is partially visible behind the trees (to the south) on the left. Meghan Browning, photographer; April 29, 2024.

Photo 20. 53 Abbott Street, facing west. Meghan Browning, photographer; April 29, 2024.

Photo 21. 67 San Marco Avenue, facing east. Meghan Browning, photographer; April 29, 2024.

Photo 22. 26 Joiner Street, facing north. Meghan Browning, photographer; April 29, 2024.

Photo 23. 25 Locust Street, facing south. Meghan Browning, photographer; April 29, 2024.

Photo 24. 61 Abbott Street, facing east. Meghan Browning, photographer; April 29, 2024.

Photo 25. 32 Mulberry Street, facing north. Meghan Browning, photographer; April 29, 2024.

Photo 26. 24 Locust Street, facing north. Meghan Browning, photographer; April 29, 2024.

Photo 27. 64 Water Street, facing west. Meghan Browning, photographer; April 29, 2024.

Photo 28. Facing west down Pine Street. Meghan Browning, photographer; April 29, 2024.

Photo 29. Facing east down Locust Street. Meghan Browning, photographer; April 29, 2024.

Photo 30. Facing north at the intersection of Mulberry and Osceola. Meghan Browning, photographer;

April 29, 2024.

Photo 31. Facing east at the intersection of Water and Joiner. Meghan Browning, photographer; April 29, 2024.

Photo 32. Facing east down Shenandoah Street. Meghan Browning, photographer; April 29, 2024.



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Photo 4. The Abbott House at 22 Water Street, facing west. Meagan Scott, photographer; October 1, 2020.



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Photo 8. 67 San Marco Avenue, facing east. Katie Fitzpatrick, photographer; October 2, 2020.



Photo 9. 26 Joiner Street, facing north. Meghan Browning, photographer; April 29, 2024.



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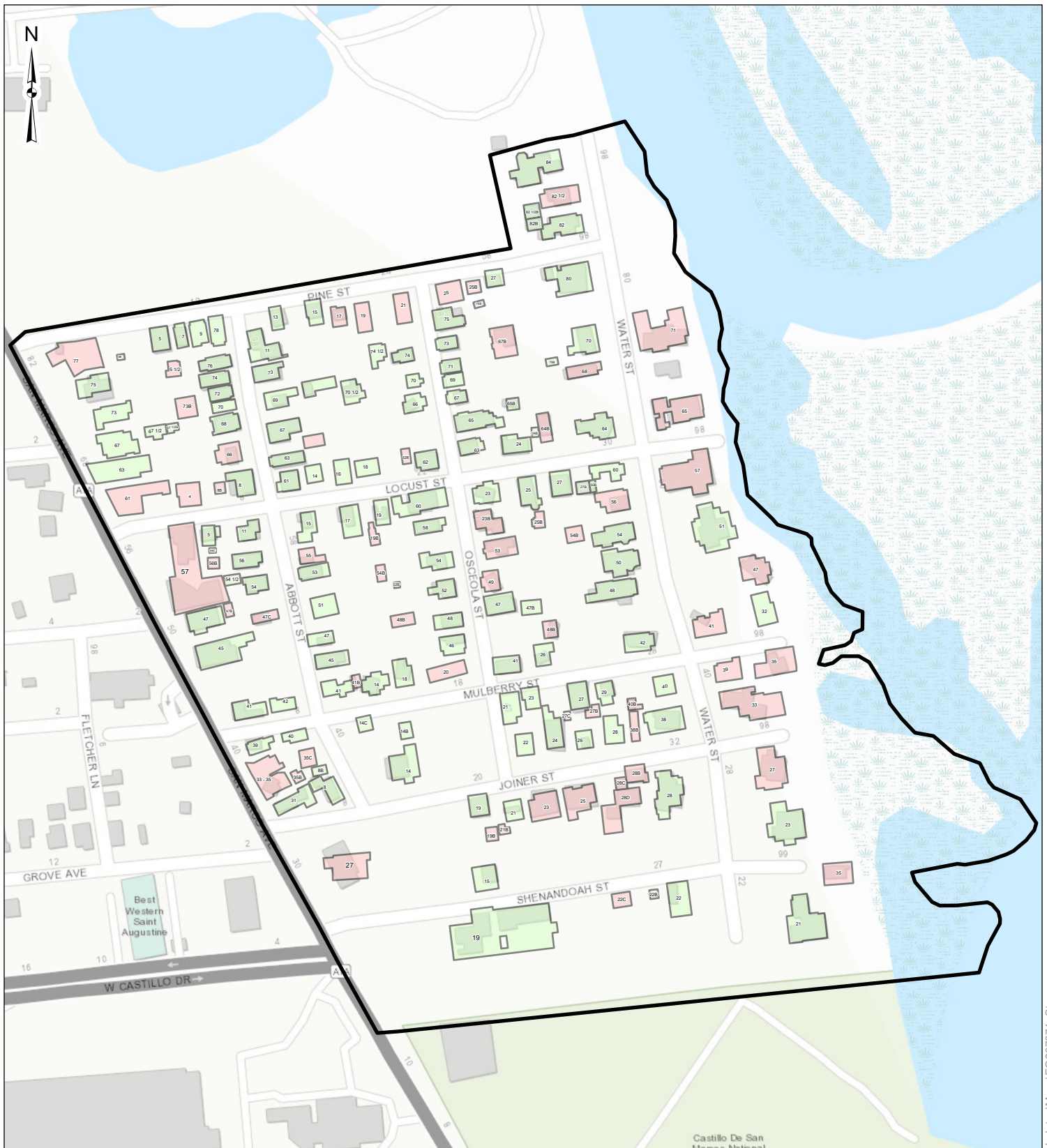
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Abbott Tract National Register Historic District

 NRHP Boundary

NR Eligibility

 Contributing

 Not Contributing

DATA SOURCES:
ESRI WMS - USGS Topographic Map - St. Augustine, Florida;
Terracon Survey Data - HK207093A & EQ237371

Feet
0 125 250 500





Abbott Tract National Register Historic District

- NRHP Boundary
- Contributing
- Not Contributing
- Photo Location

DATA SOURCES:
 ESRI WMS - USGS Topographic Map - St. Augustine, Florida;
 Terracon Survey Data - HK207093A & EQ237371

Feet
 0 125 250 500



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

DATE: July 22, 2024

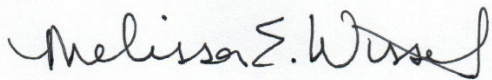
RE: 100th Anniversary Celebration of sister city relationship with Avilés, Spain

In celebration of the 100th anniversary of the first official American delegation to visit the Kingdom of Spain in 1924, we are sending a delegation of 19 to Avilés, Spain in August. In turn, the City of Avilés will be sending a delegation of 15 to St. Augustine in September.

As part of these exchange visits of the municipal governments, special events and activities have been scheduled.

The purpose of this staff presentation is to provide an overview of upcoming events associated with the delegation visits and serve as a reminder of the activities that remain in 2024.

Respectfully,

A handwritten signature in black ink that reads "Melissa E. Wissel". The signature is fluid and cursive, with the first name "Melissa" being more prominent.

Melissa Wissel
Communications Director

History of the Inaugural Visit

Between August 7-10, 1924, an American delegation of twenty members, comprised of institutional, military, and civilian representatives, as well as a journalist, traveled to Avilés to take part in the transfer of the remains of Pedro Menéndez to a mausoleum built by sculptor Manuel Garci-González in the Church of San Antonio de Padua.

Members of the delegation were received by the Civil and Military Governor of Asturias, the Mayor of Avilés José Antonio Rodríguez, and the City Council. Ángel Cuesta Lamadrid was the driving force behind this trip. He was an Asturian, born in Peñamellera Baja, who made his fortune as an entrepreneur in Tampa, Florida’s business district.

This visit was very significant since it was the first time a city from the U.S. sent a delegation abroad. It was also the first time that a U.S. Ambassador, Alexander Pollock Moore, visited Avilés. The presence of this delegation was of great significance for the future of Spain since part of the delegation included representatives from ITT (International Telephone and Telegraph). Their presence led to a deal investing in the development of the National Telephone Company of Spain.

After the war in Cuba, a new climate of understanding was achieved between the two countries. From this moment on, the relations between the City of St. Augustine, Florida, and Avilés, Spain revolved around the significance of Pedro Menéndez, the founder of St. Augustine in 1565.

Mission Statement for the Centennial

The purpose of the reciprocal visits between officials from St. Augustine and Avilés, Spain, as part of the 100th Anniversary Celebration in 2024, is to further enrich and expand the relationship established in 1924. In February 2000, the Mayor of Avilés, Santiago Rodriguez Vega, and St. Augustine Mayor Len Weeks signed the “Sister City Agreement” with the intent of continuing to deepen the good will and mutual trust between the two cities.

Among the commitments agreed upon were exchanges in the fields of Trade and Investment, Academic and Cultural Exchanges, High Technology and Science, Historic Preservation, Environmental Protection, Artistic Exchange, Sports and Tourism Promotion, and Municipal Economic Development.

On behalf of Avilés Mayor Mariví Monteserín, the City of St. Augustine is extending this invitation to its community partners for the purpose of introducing those individuals in a leadership position to their counterparts in Spain, and to share the experience of celebrating our municipal relationship.

Delegation (19):

• Nancy Sikes-Kline (Roger), Mayor • Melissa Wissel, Communications Director • Maria Lopes, Interpreter • Len Weeks (Christy), St. Augustine Sister Cities Association (SASCA), 100th Anniversary Planning Committee Chair • Christina Parrish Stone (Cliff), St. Johns Cultural Council • Susan Phillips, St. Johns County Visitor and Convention Bureau • Charlie Robles, St. Johns County Visitor and Convention Bureau	• Isabelle Rodriguez, St. Johns County Chamber of Commerce • Scott Maynard (Sandy), St. Johns County Chamber of Commerce • Laura Stevenson Dumas, Flagler College • Very Rev. Fr. John Tetlow, Rector, Cathedral Basilica of St. Augustine • Paul Weaver, Historian • Martha Ferguson (John), Plein Air Artist • Francisco Guitard, Consultant
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Wednesday, August 7 (City representatives travel)

- 9:00am** City representatives will meet at Melissa Wissel's house for travel to Orlando International Airport
- 9:30am** Salty Seas Taxi pick-up at 51 Anderson Street
- 1:38pm** Depart Orlando (MCO) to Miami (1hr 10min flight)
American Airlines (AA 1780)
~ 2-hour layover in Miami
- 4:45pm** Depart Miami to Madrid (9hr flight)
Iberia (AA 8741)
(Overnight flight)

Thursday, August 8

- 7:45am** Arrive Madrid
3.5 hour layover in Madrid
- 11:25am** Depart Madrid to Asturias/Oviedo (1h 20 min flight)
Iberia Airlines (AA 8767)
- 12:40pm** Arrive Asturias/Oviedo
Transportation provided by Avilés
- 1:30pm** Check-in to Hotel Palacio de Avilés
Plaza de España, 9 Avilés
+34 985 12 90 80

Free Time for the remainder of the day

Friday, August 9 (Exact date of original delegation visit to Avilés in 1924)

9:00am	Continental Breakfast
10:30am	Meet in Hotel Lobby
10:45– 11:45am	Commemoration of the Centennial Welcoming ceremony for the delegation. Accompaniment of the Avilés Music Band with the subsequent reception by the Mayor and other authorities, as well as the organizing committee of the centenary
12:00 – 1:30pm	Depart from the Plaza de España Walking tour through the streets of Avilés, accompanied by the music band. Las Meanas Park , visit the Constitution of 1812 at the replica Constitution Obelisk. Muelle Park, Pedro Menendez statue , wreath laying ceremony Church of San Antonio de Padua , where the remains of Pedro Menendez rest
2:00 – 4:00pm	Depart for Centenary Meal Hotel Melia (Plaza de España) Centenary Meal Ferrera Park , festivities, music in the gazebo
5:00 – 7:00pm	(Optional) Visit Exhibitions: “Women artists in the Perez Simon Collection” at the Casa de Cultura and “Goya, no more and no less” at the Niemeyer Gran Hotel , Centenary Meal Ferrera Park , festivities, music in the gazebo
7:00 – 8:45pm	Free Time
8:45pm	Meet in Hotel Lobby
9:00 - 9:30pm	Sound and light show in the Plaza de España

Saturday, August 10

8:30am	Continental Breakfast
9:15am	Meet in Lobby
9:30 – 9:45pm	Transportation to Avilés-Castrillón
10:00 –11:00pm	Visit to the Historical Archive of Asturiana de Zinc
12:00 – 1:30pm	Arnao Mine , accompanied by authorities of the Castrillón City Council and directors of Asturiana de Zinc
2:00 – 4:30pm	Avilés Lighthouse , lunch reception hosted by Santiago Rodríguez Vega, President of Port Authority and former mayor of Avilés
5:00 – 6:00pm	Avilés Canyon Interpretation Centre
6:30pm	Return to Hotel
7:45pm	Meet in Hotel Lobby
8:00 – 9:00pm	Commemorative concert of the Centenary in the Plaza del Ayuntamiento by the Pianist from Avilés Noelia Rodiles accompanied by the OSPA (Symphony Orchestra of the Principality of Asturias) conducted by Rubén Díez, also from Avilés, who will perform works by Julián Orbón, musician who gives his name to our Conservatory, born in Avilés and who died in Miami

Sunday, August 11

9:00am	Continental Breakfast
9:30am	Meet in Lobby
9:45 – 10:15am	Transportation to the Phillippe Cousteau Anchor Museum in Salinas
10:15 – 11:15am	Tour of Anchor Museum guided by Román Antonio Alvarez
11:30am	Depart Anchor Museum
12:00 – 1:00pm	Visit Palacio de La Magdalena in Soto del Barco Delegation will take a photo to replicate the first visit by the delegation in 1924
1:00pm	Return to Avilés
2:00 – 4:00pm	Lunch at Tierrastur (Calle San Francisco, 4 Avilés)
5:00pm	Meet in Hotel Lobby
5:15pm	Transportation to Illas
5:45 – 7:30pm	Tour of Quesos la Peral (cheese factory), accompanied by Román Antonio Alvarez
7:30 – 8:00pm	Return to Avilés
8:00pm	Free Time for the evening

Monday, August 12

8:00am	Continental Breakfast
8:45am	Meet in Lobby
9:00 – 11:00am	Travel to Santander, city where Pedro Menendez died, September 17, 1574
11:30- 12:30pm	Tour of the City of Santander and the Botin Cultural Centre
12:30pm	Reception, hosted by Mayor Gema Igual Ortiz at the Palacio de la Magdalena
1:30 – 3:30	Lunch
4:00pm	Bus will pick up and take delegation to Altamira Museum (approximately 40 min. ride)
5:00 – 6:30pm	Visit Altamira Museum, replicate the visit of 100 years ago
6:30pm	Transportation to Peñamellera Baja (Avilés sister city) (approximately 40 min. ride)
7:30pm	Reception at Peñamellera Baja (Avilés sister city), visit to the homeland of Angel Cuesta Lamadrid
8:00-9:30pm	Dinner in Panes
9:30pm	Depart and return to Avilés
9:30pm	Free Time for the evening

Tuesday, August 13

- 9:00am** Continental Breakfast
- 10:45am** **Meet in Hotel Lobby**
- 11:00 – 12:00pm** **Museum of Urban History, (Calle La Ferreria, 35 Avilés)** Inauguration of the Centennial Commemorative Exhibition: sponsored by the Port of Avilés
- 12:30 – 2:00pm** **City Hall – (Reception Hall),** meeting with the young people who participated in the student exchanges with St. Augustine of Florida over the years
- 2:00 – 5:00pm** **Lunch at Santa Cecilia Restaurant, (Calle Galeana, 3 Avilés)**
- 5:30pm** **Valdecarzana Palace, (Calle Sol, 1, Avilés)** Inauguration of a philatelic exhibition on the relations between Spain and San Agustín de la Florida. Presentation of commemorative postcard
- 6:00pm** **Free Time for the evening**

Wednesday, August 14 (City representatives travel)

- 7:15am** Departure for Airport
- 9:30am** Depart Oviedo to Madrid (1hr 10m flight)
Iberia Airlines, AA 8578
- 10:40am** Arrive Madrid
1 hr 20 min layover
- 12:00pm** Depart Madrid to Charlotte (8hr flight)
American Airlines, AA 749
- 3:00pm** Arrive Charlotte
1.5-hour layover
- 5:45 pm** Depart Charlotte to Orlando (1h 45m flight)
American Airlines, AA 1682
- 6:15pm** Arrive Orlando - Salty Seas Taxi pick-up

Attendees from Spain: (15)

- **Mariví Monteserín Rodríguez** - Mayor
- **Francisco Espín Guzmán** - Comptroller
- **Yolanda Alonso Fernández** - Councilor - Culture and Head of Relations with Sister Cities
- **David García Alvarez** - Councilor - Cambia Avilés Political Group
- **Encarnación Quesada Ruíz** - Councilor - PP Political Group
- **Arancha Martínez Riola** - Councilor - VOX Political Group
- **Olaya Gómez Romano** - Director General of Immigration of the Principality of Asturias
- **Carmen Santos Santirso** - Communications Director
- **Aníbal Siñeriz Alvarez** - Culture Coordinator
- **Alejandro Leonardo Jambrina** - Journalist of La Voz de Avilés
- **Maria Antonia Martínez Gómez** - Journalist of La Nueva España
- **Samuel Fernández Armas** - Artist from Avilés
- **Santiago Rodriguez Vega**, former Mayor
- **Francisco S. Guitard** – Consultant

Attendees from City of St. Augustine: (10)

- **Nancy Sikes-Kline**, Mayor
- **Roxanne Horvath**, Vice Mayor
- **Barbara Blonder**, City Commissioner
- **Cynthia Garris**, City Commissioner
- **Jim Springfield**, City Commissioner
- **David Birchim**, City Manager
- **Reuben Franklin**, Assistant City Manager
- **Meredith Breidenstein**, Assistant City Manager
- **Melissa Wissel**, Communications Director
- **Maria Lopes**, Interpreter

Wednesday, September 4, 2024: Delegation arrives in St. Augustine

- Old Town Trolley will provide transportation for delegation from Jacksonville International Airport. Melissa will travel to JAX to welcome delegation.
- 7:20pm Delegation arrives at Jacksonville International Airport
 AA from MIA
- 9:30pm Delegation arrives at The Collector Inn
- Old Town Trolley will provide transportation for the duration of the visit in town.

Thursday, September 5, 2024: Flagler College Reception and Tejedor Concert

- Continental Breakfast at The Collection.
- **Free Time**
- 5:00pm Delegation meets in hotel courtyard to walk to reception
- 5:30pm Reception, Markland House at Flagler College, *102 King Street*
- 7:30pm Concert at Lewis Auditorium, *14 Granada Street*

Friday, September 6, 2024:

- Full Continental breakfast available at The Collector
- 10:00am Wreath-laying ceremony and Institutional Welcome, City Hall
 - Royal Family and Historic Florida Militia will participate
 - Mayor Mariví Monteserín will make brief remarks
- 11:00am Viewing of painting, Lightner Museum Lobby
- 12:00pm Lunch at St. Augustine Fish Camp (Bailey Bar), *142 Riberia Street*
- **Free time after lunch to rest, refresh before hosted dinner**
- 5:45pm Delegation meets in hotel courtyard, walk to dinner
- 6:00pm Hosted dinner by Sister Cities
 - St. Augustine Historical Society, Oldest House Complex, *14 St. Francis Street*
 - Sister Cities will welcome Mayor Mariví Monteserín and Avilés delegation
 - Mayor Mariví Monteserín will make brief remarks

Saturday, September 7, 2024

- 8:45am Transportation pick-up in front of The Collector.
Appropriate dress with sensible shoes for walking
- 9:00am Our Lady of La Leche Shrine, *101 San Marco Ave.*
 - View the sarcophagus of Pedro Menendez de Aviles
 - Guided tour of the site
- 10:00am Founder's Day reenactment, Mission Nombre de Dios, *27 Ocean Ave.*
 - Avilés delegation and St. Augustine City Commissioners participate in mass procession
 - Mayor Sikes-Kline reads proclamation from the City
- 11:00am Catholic Mass immediately follows the reenactment (30-45 minutes)
 - After mass, there is a procession to the Fountain of Youth – Delegation may choose to walk in procession or transportation will be provided.
 - Observe First Thanksgiving reenactment: A tent for shade with chairs will be provided.
- 12:00pm Hosted Luncheon by City of St. Augustine, Magnolia Room at Fountain of Youth
 - Both mayors make remarks
 - Official gift presentation FROM Avilés to St. Augustine (Avilés painter)
 - NO Gift from St. Augustine to Avilés
 - Dr. Susan Parker, presentation, keynote speaker
- **Free Time**
- 8:00pm Tejedor concert at Colonial Oak (attendance is optional)

Sunday, September 8, 2024:

- 10:00am Unveiling of Interpretive Marker, rededication of tile mosaic, 2 Avilés Street
- 10:30am Ximenez-Fatio House Welcome - tour and luncheon, 20 Avilés Street
- **Free Time**
- 2:00pm Tejedor: Concert in the Plaza de la Constitución gazebo (attendance is optional)
- 5:00pm Boat ride and guided tour to dinner, St. Augustine Municipal Marina
Provided by St. Augustine Boat Tours
Casual attire, relaxing evening
- 6:00pm St. Augustine Lighthouse Tour, Red Cox Road
Delegation will arrive by boat and walk to the lighthouse (short walk across the street)
- 7:00pm Farewell Dinner, St. Augustine Yacht Club, 442 Ocean Vista
Casual attire, relaxing dinner.

Monday, September 9, 2024

- 10:00am Tour of Ft. Mose Historic State Park, 68 Colon Ave.
Originally known as Gracia Real de Santa Teresa de Mose (Royal Grace of Saint Teresa of Mose), it is a former Spanish fort established as the first free black settlement in what would become the territory of the United States.
- **Free Time**
- 5:00pm City Commission meeting
 - Proclamation presentation
 - Mayor Mariví Monteserín will make brief remarks
- 5:30pm Official events concluded.
Free time for dinner/evening in downtown

Tuesday, September 10, 2023 – Avilés Delegation Departs

Old Town Trolley to provide transportation to airport

- 10:45am Transportation will pick up delegation at The Collector
Depart by 11:00am for JAX
- 12:15pm Arrive JAX airport
- 2:02pm Depart JAX for CLT
American Airlines

St. Augustine and Aviles
100th Anniversary Celebration in 2024 – DRAFT Schedule of Events

February 2	Nao Trinidad arrives at St. Augustine Municipal Marina Visitation and Tours through end of April
February 15	Menendez Day, City Hall Wreath-laying ceremony
March 7-9	Corvera Pipe Band (Asturias): <i>Tentative</i> Free public performances, St. Patrick's Day Parade
April	El Bollo Festival in Avilés City Commission/staff
May 9-11	St. Augustine History Festival 100 Years of Avilés and St. Augustine: The story of our sister cities, presented by Román Álvarez
July	Feast of St. James and the Camino in America Coordinated by Catholic Diocese of St. Augustine
August 8-14	Celebration in Avilés City Commission/staff, along with partner organizations: Sister Cities, St. Johns Cultural Council, Visitors and Convention Bureau, Chamber of Commerce
September 5-8	Celebration in St. Augustine
Thursday, 9/5	Tejedor concert (free public event at Flagler Auditorium)
Friday, 9/6	Interpretive panel/marker unveiling
Saturday, 9/7	Founder's Day events Luncheon hosted by City of St. Augustine at Fountain of Youth Tejedor concert (location TBD, free public event)
Sunday, 9/8	Tejedor concert in the Plaza (free public event)
Sept/Oct	Hispanic Heritage Month Events, programming TBD
November 1 - December 29	Art Exhibition, St. Augustine Art Association Nardo Villaboy/Favila art exhibit Collaboration with St. Augustine Sister Cities Association

A Centennial of Friendship: St. Augustine, Florida and Avilés, Spain

1924 - 2024



In August 1924, delegates from the United States visited Avilés, Spain, the birthplace of Pedro Menéndez, who founded St. Augustine in 1565. Members of the delegation who represented St. Augustine, received the outer coffin of Pedro Menéndez de Avilés which was presented as a gift during a reburial ceremony. Citizens lined the streets in Avilés to welcome this delegation, the first of its kind to visit the Kingdom of Spain.

Thus began a century of mutual visiting and gift-giving between the cities. Over the years Avilés sent replicas of its treasures to St. Augustine and St. Augustine presented Avilés with gifts symbolic of a shared Spanish past. Over the years, representatives of both St. Augustine and Avilés, visited one another, exchanged medals, historic treasures, artwork, and hosted visiting students from each city.

The two cities first formalized their relationship on July 10, 1967, signing a resolution with the hopes of developing a lasting friendship between the people of the City of St. Augustine, Florida, and the City of Avilés, Spain. It was established for the purpose of creating goodwill and understanding between people of our two great nations.

On February 26, 2000, St. Augustine and Avilés reconfirmed their commitment in a signed "Sister City Agreement" establishing direct governmental liaisons, and concentrating their efforts in cultural and academic institutions, chambers of commerce, and other community partnerships.



This marker, installed on September 6, 2024, commemorates 100 years of friendship between St. Augustine and Avilés.

Pedro Menendez's coffin gifted to the City of St. Augustine
Mission Nombre de Dios
27 Ocean Ave.

1924



Delegation from Avilés visits St. Augustine to deliver replica statue of Pedro Menendez

City Hall
75 King Street



1969

Gift to the City of Avilés from the City of St. Augustine of salvaged anchor from the shipwreck of Nuestra Señora de Atocha
Philippe Cousteau Museum
Asturias, Spain



1999



Gift of mural of ceramic tiles created by Avilés artists was placed in the City of St. Augustine

Avilés Street

2002

Gift of replicas of stone faces from Caños de San Francisco sent to the City of St. Augustine
Visitor Information Center
10 S. Castillo Drive



2005

The City of St. Augustine presents the City of Avilés with a model replica of its Constitution Obelisk

Plaza de la Constitución

2015



2024

The City of St. Augustine and the City of Avilés mark 100 Years of Friendship with celebrations in their respective cities.



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

DATE: July 22, 2024

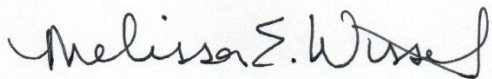
RE: Communications Campaign for Florida-Friendly Fertilizer Use on Urban Landscapes

With the approval of Ordinance 2024-23: Florida-Friendly Fertilizer Use on Urban Landscapes, the Communications Department will coordinate a public education campaign on social media to promote best practices and remind residents how they can take action.

The Communications Department will create a landing page on the website, under the Sustainability section, dedicated to providing information about this initiative.

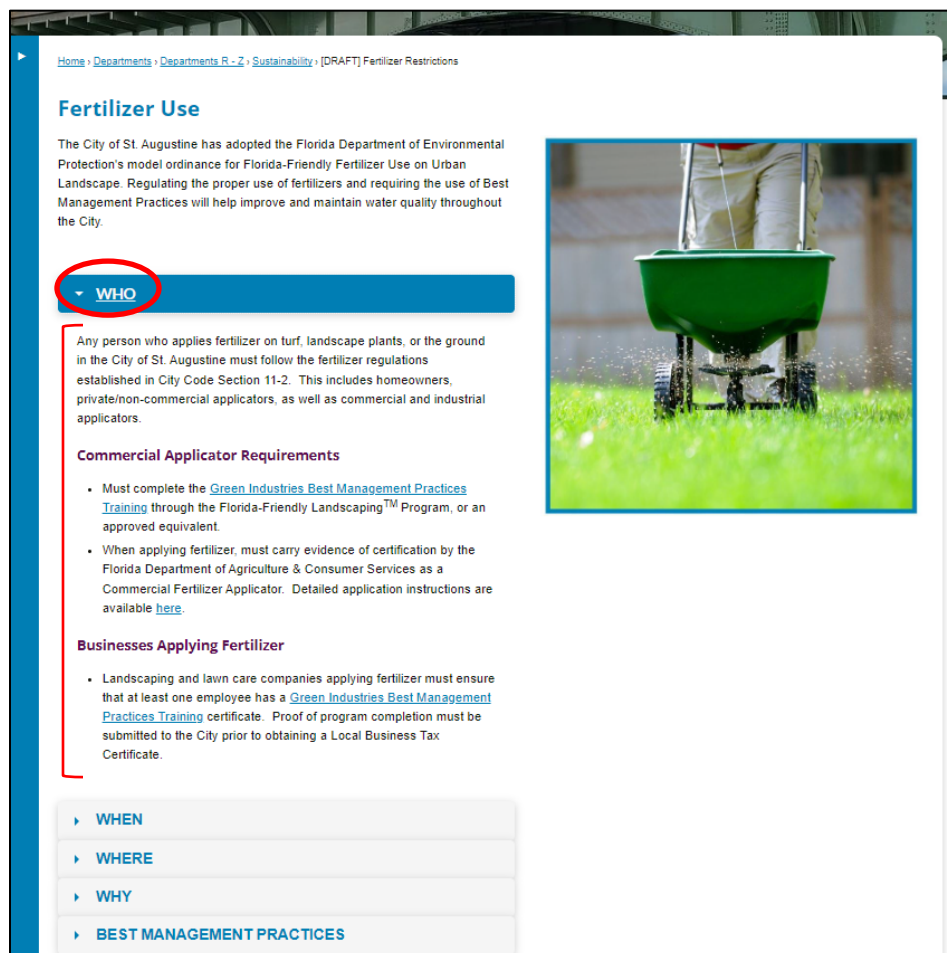
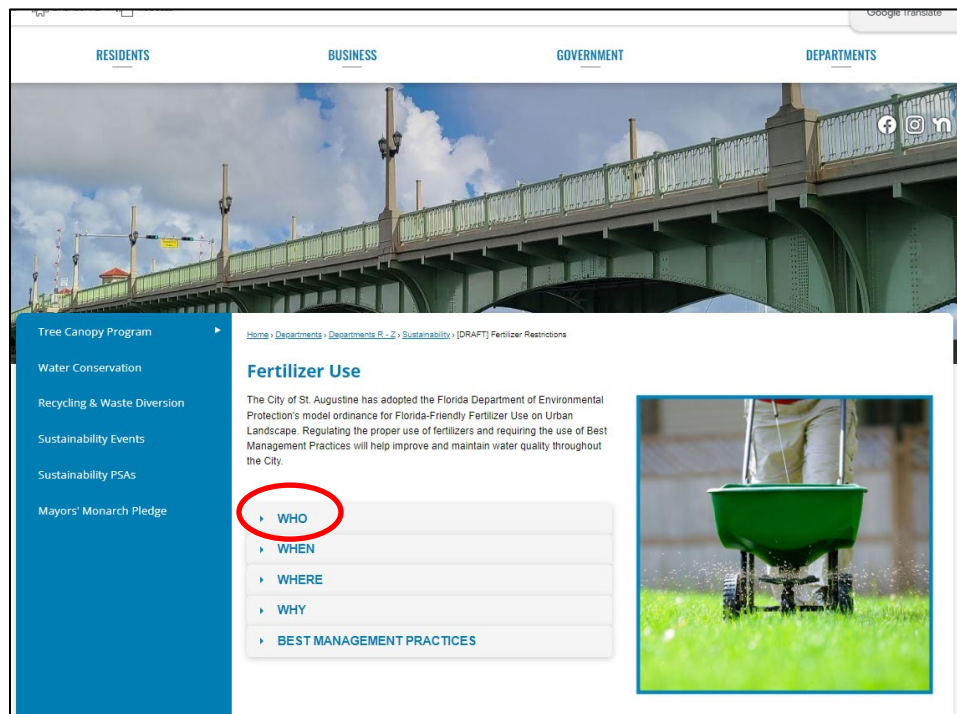
Please place this item on the July 22, 2024, agenda under Staff Presentations.

Respectfully,

A handwritten signature in black ink that reads "Melissa E. Wissel". The signature is written in a cursive style with a large, stylized 'M' and 'W'.

Melissa Wissel
Communications Director

www.CityStAug.com/fertilizer (when published)



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: July 12, 2024

RE: Agenda Item for July 22, 2024, City Commission Meeting;
Heat Safety

As a city in one of the southernmost states in the U.S., heat and heat related issues are of concern, especially during summer months. All departments take seriously the responsibility to ensure the safety of our staff.

City employees are trained to recognize the signs and symptoms of heat exhaustion, and ways to protect themselves and their coworkers. In addition to regularly scheduled breaks, staff are encouraged to rest as needed when the heat index is high.

The city is committed to implementing industry standards and best management practices to mitigate heat stress. OSHA summarizes their heat illness prevention in three simple words: Water, Rest, Shade. Below are some examples of how we protect ourselves against heat related injury:

- Training – Staff are trained to recognize symptoms, communicate needs, and mitigate heat stress: dizziness, fainting, nausea, muscle cramps, excessive sweating then no sweating
- Water – Continuous hydration, often before one is thirsty: utilize ice coolers, water koozies, gatorade packets for water to aid hydration
- Rest – Rotating staff in and out of a task allows for rest breaks while minimizing work stoppage
- Shade – Providing cover from direct sun: utilize portable canopies, shade trees, light moisture-wicking clothing, sun hats, AC vehicles

All departments share the same three core ways to mitigate heat stress: Water, Rest, Shade. A noteworthy addition is Archaeology's use of a heat stress monitor; this device monitors localized climate, measuring temperature, humidity, radiant heat, wind, and can even account for one's type of clothing.

Communication is an important part of prevention, and staff are encouraged to communicate heat-related issues and injuries to their supervisors. City policy requires these injuries be reported to HR. There have been four reported incidents over the last 10 years; two of them in the last three years, and none so far in 2024.

Our goal is to continue to reduce the number of heat related injuries utilizing the latest standards and best management practices.

Please let me know if you have any questions or concerns regarding this agenda item.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

Stephen L. Slaughter, P.E.
Director, Utilities & Public Works

cc: City Attorney & Department Heads

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and Commissioners

DATE: July 22, 2024

RE: **FINAL 2024 LEGISLATIVE SESSION UPDATE**

The following is a collection of bills that have been signed by the Governor, and which the City Attorney's office has identified as significant. Below is a summary of the bills, their impact, and required next steps. This memorandum serves as the third and final update of a multipart review of relevant bills to be included in future agendas.

❖ **HB 103 – Public Record/County and City Attorneys**

Approved by Governor 06/13/24 – Chapter 2024-235

This bill creates a new public records exemption for personal identifying information of current county and municipal attorneys, including deputy and assistant city and county attorneys, and their families. Information exempted includes home addresses, telephone numbers, dates of birth, places of employment of spouses and children, and names and locations of schools and day care facilities of children. This exemption will be automatically repealed on October 2, 2029, unless reenacted by the Legislature.

This bill does not have a fiscal impact on local governments.

ACTION REQUIRED: The City's Human Resources Department should review this bill to ensure compliance.

The effective date is July 1, 2024.

❖ **HB 187 – Antisemitism**

Approved by Governor 06/24/24 – Chapter 2024-262

This bill creates section 1.015, F.S., which defines "antisemitism" based on the working definition developed and adopted by the International Holocaust Remembrance Alliance (IHRA) as a certain perception of Jewish individuals which may be expressed as hatred towards such individuals. Furthermore, the bill provides current examples of antisemitism. The bill specifies that the definition and examples of "antisemitism" may not be construed to diminish or infringe upon any right protected under the First Amendment to the United States Constitution or to conflict with federal or state antidiscrimination laws. The codified definition and examples of antisemitism are applicable to all sections of Florida Law.

This bill will have no fiscal impact on local governments.

NO ACTION REQUIRED.

The effective date is July 1, 2024.

❖ **HB 321 – Release of Balloons**

Approved by Governor 06/24/24 – Chapter 2024-263

This bill expands current law restrictions on balloon releases and revises penalties relating to littering. The bill prohibits the intentional release of any number of balloons inflated with a gas lighter than air, with certain exceptions. Further, it removes the current law exemption for biodegradable or photodegradable balloons. Violation of the prohibition results in a noncriminal littering infraction. Children six years of age or younger are exempt from the prohibition and ensuing penalties.

This bill may have an indeterminate fiscal impact on local governments.

ACTION REQUIRED: Section 22-2 of the City Code should be repealed, since this bill functionally covers the same release of balloon regulation as our ordinance.

The effective date is July 1, 2024.

❖ **HB 479 – Alternative Mobility Funding Systems**

Approved by Governor 06/25/24 – Chapter 2024-266

This bill addresses the use of mobility fees by local governments as an alternative to transportation concurrency and modifies section 163.31801 relating to impact fees. The bill amends section 163.3164, F.S., to define “mobility fee” and “mobility plan” in the Community Planning Act. The bill makes clarifying changes to proportionate share requirements in section 163.3180, F.S., relating to transportation concurrency. If a local government elects to repeal transportation concurrency, the bill authorizes the local government to adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based.

Furthermore, the local government may not use an alternative transportation system to deny, time, or phase an application for land use approval provided the applicant agrees to pay for the development’s identified transportation impacts via the funding mechanism adopted by the local government. It specifies that the alternative funding mechanism must comply with section 163.31801 relating to impact fees and provides that the local government may not impose upon new development any responsibility to fund an existing transportation deficiency.

The bill specifies that if a county and a municipality charge the developer a fee for transportation capacity impacts, the local governments must execute an interlocal agreement to coordinate the mitigation of their respective capacity impacts. The bill establishes minimum requirements for the interlocal agreement, including provisions to ensure the development is not charged twice for the same impacts, establish a methodology for determining the legally permissible fee, require the local government that issues the building permit to collect the fee unless agreed to otherwise, and provide a method for the distribution of collected revenue between the county and the municipality.

Moreover, if a county and municipality have not entered an interlocal agreement by October 2025, the bill specifies that:

- 1) the fee charged to the development shall be based on the apportioned impacts as identified in the developer's traffic impact study or the county or municipality's adopted mobility plan;
- 2) the developer shall receive a 10 percent reduction in the total fee; and
- 3) the county or municipality issuing the building permit must collect the fee and distribute the proceeds within 60 days after the developer's payment.

The bill exempts from these provisions Miami-Dade County and any county or municipality that has an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts, until such time as the agreement is terminated. The bill amends section 163.31801 relating to impact fees by specifying the data used in an impact fee study must be available within four years of the current impact fee update, and that the new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee. It further specifies that if a local government adopts an alternative transportation system, the holder of any transportation impact fee credits is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the new alternative system was established.

This bill does not have a fiscal impact on local governments.

ACTION REQUIRED: The Mobility and Planning and Building Department should review this bill to ensure compliance.

The effective date is October 1, 2024.

❖ **HB 674 – United States – produced Iron and Steel in Public Works Projects**

Approved by Governor 06/26/24 – Chapter 2024-267

This bill requires the state, local governments, and other public agencies and taxing districts to include a requirement in contracts for a public works project or the purchase of materials for a public works project that any iron or steel product permanently incorporated in the project be produced in the United States.

Moreover, the bill provides definitions for "government entity," "iron or steel product," "manufacturing process," "produced in the United States," and "public works project." A public works project means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of specified projects and facilities owned in whole or in part by a governmental entity.

The requirement does not apply if the governmental entity administering funds for the project or purchase of materials for the project solely determines that: iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality; the use of United States iron or steel products will increase the total cost of the project by more than 20 percent; or compliance with the requirement is inconsistent with the public interest. The bill does not preclude the minimal use of foreign iron and steel materials if: the materials are incidental and ancillary to the primary product and are not separately identified in the project specifications; and the cost of the materials does not

exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. The bill also exempts specified electrical components, equipment, systems, and appurtenances. The bill directs the Department of Management Services to develop guidelines and procedures by rule to implement the bill's requirements.

This bill has an indeterminate negative fiscal impact on local expenditures.

ACTION REQUIRED: The Public Works Department should review this bill to ensure compliance. The Purchasing Division should be aware of this for contract purposes.

The effective date is July 1, 2024.

❖ **HB 702 – Attorney Fees and Costs**

Approved by Governor 06/13/24 – Chapter 2024-232

This bill creates section 57.106, F.S. regarding the recovery of attorney fees and costs in certain disputes regarding property rights. The bill provides that in a civil action brought against the owner of a parcel of real property to resolve a dispute concerning property rights, the court must award reasonable attorney fees and costs to the prevailing defendant if the improvements made to the property by the defendant property owner were made in substantial compliance with, or in reliance on, environmental or regulatory approvals or permits issued by a political subdivision (municipality).

For purposes of this bill, the term "property rights" includes, but is not limited to, use rights, ingress and egress rights, and those rights incident to land bordering upon navigable waters as described in the riparian rights statute, F.S. 253.141.

This bill has an indeterminate fiscal impact on local governments. It is anticipated that the fewer lawsuits will be filed in circuit courts, thereby decreasing caseloads, because it will be riskier and potentially more expensive for adjacent private property owners to bring lawsuits under circumstances contemplated by this bill.

NO ACTION REQUIRED.

The effective date is June 13, 2024.

❖ **HB 770 – Improvements to Real Property**

Approved by Governor 06/28/24 – Chapter 2024-273

This bill substantially amends 163.08, F.S., clarifying that a Property Assessed Clean Energy (PACE) program administrator may offer financing to a residential or commercial property only within the jurisdiction of a county or municipality that has authorized the program by ordinance or resolution. The bill also expands the eligible uses of the program, which include improvements for advanced wastewater treatment, flood mitigation, and sustainable building. The bill tightens the consumer protections surrounding the program (including additional disclosure requirements and greater financial scrutiny on a property owner's ability to repay), enhances oversight of contractors that install improvements, and imposes additional obligations on program administrators.

Commercial and residential PACE programs are placed into separate statutes for clarity. The statutes are broken into 9 sections: Section 1 provides for definitions; Section 2 discusses the ordinance/resolution requirement to govern PACE programs; Section 3 discusses the requirements for commercial properties; Section 4 discusses the PACE contractor oversight requirement; Section 5 provides regulations on program administrators; Section 6 discusses advertisement and solicitation requirements for financing qualifying improvements; Section 7 provides regulations for unenforceable financing agreements; Section 8 discusses the requirement for the program administrator to post an annual report on its website showing the details of various funded projects; and Section 9 provides the effective date of the bill.

Moreover, it allows current contracts and authorizations between a county or municipality and a program administrator to continue without additional action by counties or municipalities, but a program administrator must comply with the changes and any contract, authorization, or interlocal agreement must be amended to comply with the changes.

This bill has no fiscal impact on local governments.

ACTION REQUIRED: The Public Works and Planning and Building Departments should review this bill.

The effective date is July 1, 2024.

❖ **HB 1363 – Traffic Enforcement**

Approved by Governor 05/31/24 – Chapter 2024-223

This bill imposes additional requirements on the installation and use of traffic infraction detectors, including school zone cameras. The bill prohibits, after July 2025, using a contract awarded by another governmental entity outside this state to procure contracts with any traffic infraction system vendor or manufacturer. It also prohibits a governmental entity from knowingly entering or renewing a contract for a camera to enforce traffic infractions where the contracting vendor is owned by the government of a foreign country of concern, or a foreign country of concern has a controlling interest in the contracting vendor.

Furthermore, the bill revises section 316.0083, F.S., to add a new paragraph (4) (a), which requires the following:

- If a county or municipality desires to install traffic infraction detectors, after July 1, 2025, a county or municipality must enact an ordinance for the placement or installation of one or more traffic infraction detectors. It requires the local government to consider, at the public hearing on the ordinance, data supporting the installation and operation of each detector, including intersection-specific safety data.
- A county or municipality operating traffic infraction detectors must annually report the results of all traffic infraction detectors within the county or municipality's jurisdiction and consider the report at a public meeting.
- Before a county or municipality contracts or renews a contract to place or install traffic infraction detectors, the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county or municipality's governing body.
- Specific public meeting requirements relating to the adoption of ordinances, consideration of the annual report, and contracts relating to traffic infraction detectors.

A local government's compliance or sufficiency of compliance with the new paragraph (4)(a) may not be raised in a proceeding challenging specified traffic violations enforced by a traffic infraction detector. A local government that does not comply with the new paragraph (4)(a) is suspended from operating traffic infraction detectors under 316.0083(4) until such noncompliance is corrected. Lastly, the bill requires local governments operating traffic infraction detectors to report specified information to the Department of Highway Safety and Motor Vehicles on an annual basis.

This bill has an indeterminate negative fiscal impact on local governments that choose to enforce certain traffic infractions by use of a camera.

ACTION REQUIRED: Because the City does not currently have traffic infraction detectors, there is no action required. However, any future installation of these traffic detectors, i.e. red-light cameras, will require the City to comply with this bill.

The effective date is July 1, 2024.

❖ **HB 5001 – General Appropriations Act**

Approved by Governor 06/12/24

The Governor approved a 1.4 million dollar appropriation for the St. Augustine Youth Services – Community Outpatient Children's Treatment Center project. He also vetoed a 5 million dollar appropriation to the West Augustine Septic to Sewer 24/25 Four Mile Road area project and a 1.75 million appropriation to the Children's Museum of St. Augustine project.

NO ACTION REQUIRED.

❖ **HB 5003 – Implementing the 2024-2025 General Appropriations Act**

Approved by Governor 06/12/24 – Chapter 2024-228

This bill implements HB 5001, the General Appropriations Act.

Section 72 of this bill extends and expands the Hurricane Restoration Reimbursement Grant Program, allowing municipalities, beginning July 1, 2024, to apply for program funds to implement large scale sand placement projects located in St. Johns County.

Furthermore, Section 74 of HB 5003 is tied to a \$100,000 appropriation to the Department of Environmental Protection to conduct a life cycle analysis of leaf blowers powered by gas compared to other electric or battery-operated alternatives. The Department's report must be submitted to the Legislature by January 2025. Section 74 of HB 5003 provides that a county or municipality may not amend or adopt an ordinance that restricts or prohibits the operation of a gas-powered leaf blower. This prohibition expires July 1, 2025.

This bill has an indeterminate fiscal impact on local governments.

ACTION REQUIRED: City staff should review this bill to ensure familiarity with its provisions.

The effective date is July 1, 2024.

❖ **HB 7009 – Mental Health Treatment and Services**

Approved by Governor 05/31/24 – Chapter 2024-224

This bill saves from scheduled repeal the public records exemption for petitions for voluntary and involuntary admission for mental health treatment, court orders, related records, and personal identifying information regarding persons seeking mental health treatment and services.

This bill does not appear to have a fiscal impact on local governments.

NO ACTION REQUIRED.

The effective date is October 1, 2024.

❖ **HJR 7017 – Annual Adjustment to Homestead Exemption Value**

Signed by Officers and filed with the Secretary of State

This Joint Resolution proposes a constitutional amendment for the 2024 general election ballot relating to the second homestead exemption. The proposed amendment provides for annual adjustment of the exemption for inflation, by indexing it to the Consumer Price Index. The value of the exemption would be updated each January 1st based on the positive percentage change reported by the U.S. Department of Labor's Bureau of Labor Statistics.

The fiscal impact of the constitutional amendment proposed by the Joint Resolution depends upon whether it is approved by voters in the 2024 General Election. If it is not approved, there would be no fiscal impact on local government revenues. If the amendment is approved by the voters, it would have a negative fiscal impact on local governments.

ACTION REQUIRED: The Finance Department should also review this bill for possible budgetary impacts.

The effective date is July 1, 2025, if approved by Florida voters in the 2024 General Election.

❖ **HB 7019 – Exemption of Homesteads**

Approved by Governor 06/21/24 – Chapter 2024-261

This bill implements HJR 7017 (implementing an amendment to Article VII, Section 6 of the Florida Constitution) should the proposed constitutional amendment be approved by Florida voters by making similar statutory changes to F.S. 196.031. It would require an annual adjustment to the value of certain homestead exemptions and require the Legislature to appropriate funds to offset reductions in ad valorem revenue experienced by fiscally constrained counties due to the annual inflation adjustment.

If the constitutional amendment is approved by voters in the 2024 General Election, it will have a negative fiscal impact on local government revenues.

ACTION REQUIRED: The Finance Department should also review this bill for possible budgetary impacts.

The effective date is July 1, 2025, if HJR 7017 is approved by Florida voters in the 2024 General Election.

❖ **HB 7021 – Mental Health and Substance Abuse**

Approved by Governor 06/14/24 – Chapter 2024-245

This bill modifies the Baker Act and the Marchman Act, revising provisions relating to mental health and substance abuse, including requirements relating to voluntary admissions to a facility, protocols for involuntary examinations and treatment, licensing for psychiatric nurses, background screening requirements for certain licensed physicians and nurses, and the establishment of behavioral health collaboratives.

Under the revised Baker Act, law enforcement officers have discretion to initiate involuntary examinations. The bill also requires that the 72-hour examination period begin when the patient arrives at the facility. Lastly, it extends the maximum period a person may be ordered to involuntary outpatient services from 90 days to 6 months.

Furthermore, the bill combines statutes relating to involuntary outpatient services and involuntary inpatient placement into a single statute. It also repeals provisions relating to court-ordered, involuntary assessments and stabilization under the Marchman Act and consolidates them into a new process set forth at ss. 397.6951-397.6975, F.S.

Lastly, the bill introduces procedures for transferring patients and documenting clinical records, amends procedures for handling minor patients, defines involuntary outpatient placement criteria, and clarifies mental health facility capacity conditions. Additionally, it establishes the Office of Children's Behavioral Health Ombudsman within the Department of Children and Families.

This bill does not have a fiscal impact on local governments.

ACTION REQUIRED: SAPD should review this bill to ensure compliance.

The effective date is July 1, 2024.

Please place this item under City Attorney Items on the July 22, 2024, City Commission agenda for informational purposes only.

Thank you,



April R. Owen, Assistant City Attorney

xc: David Birchim, City Manager
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Isabelle Lopez, City Attorney

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: July 8, 2024

RE: Notification of two (2) upcoming term expirations – PLANNING & ZONING BOARD (PZB)

Notification is being made to the Commission relevant to two (2) term expirations on the PZB. The terms are currently held by J Carl Blow and Charles Pappas and will expire September 30, 2024. Both members are eligible for reappointment.

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

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



Darlene Galambos
City Clerk

xc: Clerk's Office

PLANNING & ZONING BOARD

Meets Monthly, 1st Tuesday - 1:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
J. Carl Blow Commercial Real Estate Property Manager	100 Santa Monica Ave, 32080 829-6985 710-2655 john.carl.blow@gmail.com	12/09/19 fill vacancy 09/27/21 1 st full term	09/30/2021 09/30/2024
VACANT			
Charles Pappas Chairperson	46 Macaris St., 32084 617-519-3017 charlespappas@icloud.com	09/27/21 1 st full term	09/30/2024
Michael Davis General Contractor	23 Park Terrace, 32080 904-824-3533 mikedavis@addavis.com	09/23/19 1 st full term 09/26/22 2 nd full term	09/30/2025
Dr. Ashleigh Barnes Attorney	110 Bridge St., 32084 912-409-5849 barnesashleigh@gmail.com	09/26/22 1 st full term	09/30/2025
Matthew Shaffer Real Estate Broker	220 Lamego Lane, 32095 904-806-5020 matthew.shaffer@att.net	09/26/22 1 st full term	09/30/2025
Christina Tucker Civil Engineer Vice-Chairperson	29 Miruela Ave., 32080 352-474-3650 christinagriggs1@gmail.com	12/13/21 fill vacancy 09/11/23 1 st full term	09/30/2023 09/30/2026

PLANNING & ZONING BOARD

Authorization:	Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57 Amended 4.14.2003, Ordinance 2003-14.
Number of Members:	Seven (7)
Terms of Office:	Three (3) years Original appointments staggered. No member may be appointed for more than two (2) consecutive full terms.
Appointment:	By City Commission
Reappointment:	Normal terms to expire on September 30 of each year.
Qualifications:	All members of the planning and zoning board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two 2 consecutive full terms.
	Member composition: architect, Florida registered; planner member APA or AICP; real estate broker, with County occupational license; educator, college level; engineer, Florida registered; landscape architect Florida registered; preservation organization officer; environmental or land use organization officer; attorney, Florida Bar; merchant/business person, City occupational license; or contractor, City contractor's license.
Duties:	The Planning & Zoning Board is established as the St. Augustine Local Comprehensive Planning Agency. The board may grant zoning exceptions and variances as provided in the zoning code ordinances; hear appeals of any decision of the Planning and Building Department; recommend to the Commission in the rezoning of land and changes to the Comprehensive Plan.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states <u>"Members of Boards may be removed by majority vote of the Commission, upon notice of intent to remove the Board member mailed to the address on record at the office of the City Clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard".</u>
Meetings:	First Tuesday of each month, 1 P.M., the Alcazar Room, City Hall.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: July 8, 2024

RE: Notification of two (2) upcoming term expirations – BOARD OF TRUSTEES,
ST AUGUSTINE POLICE OFFICERS' RETIREMENT SYSTEM

Notification is being made to the Commission relevant to two (2) term expirations on the St. Augustine Police Officers' Retirement System, Board of Trustees. The terms are currently held by Daniel Hilbert and Mary Jane Liles and will expire September 30, 2024. Both members are eligible for reappointment.

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

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

A handwritten signature in blue ink that reads "Darlene Galambos". The signature is fluid and cursive, with the first name "Darlene" and last name "Galambos" clearly distinguishable.

Darlene Galambos
City Clerk

xc: Clerk's Office

BOARD OF TRUSTEES ST. AUGUSTINE POLICE OFFICERS' RETIREMENT SYSTEM

Meets Quarterly, 4th Wednesday of Feb., May, Aug., and 3rd Wednesday of Nov. at 3:00 p.m.
Communications Conference Room, 2nd Floor, Lobby "B" City Hall

<u>Board Member</u>	<u>Contact information</u>	<u>ELECTED</u>	<u>2-Year Terms Expires</u>
Ryan Rado Police Representative	Police Department P.O. Drawer 1950, 32085-1950 904-825-1074 rrado@staugpd.com	09/2023 Re-elected 08/25/2021 Re-elected 04/19/21 Fill Vacancy	09/30/2025
Sgt. Jeff Truncellito, Secretary/Treasurer Police Representative Vice-Chairperson	Police Department P.O. Drawer 1950, 32085-1950 904-825-1092 jtruncellito@staugpd.com	09/2022 Re-elected 01/2021 Re-elected 09/2018 Re-elected 09/2016 Elected	09/30/2024
<u>APPOINTED</u>			
Daniel Hilbert <i>Attorney Secretary *Appointed 2/9/15 & 10/22/18, ran for judge 11/20 Elect. creating a vacancy & re-appointed on 12/14/20</i>	1030 N. Ponce De Leon Blvd., 32084 904-252-4988 dkhilbert@gmail.com	09/26/2022 Re-Appointed 12/14/2020	09/30/2024
Mary Jane Liles Retired Teacher	87 Colon Ave., 32084 904-669-4914 mjliles@bellsouth.net	09/26/2022 Re-Appointed 02/14/2022 Fill Vacancy	09/30/2024
Steve Fricke Board Appointed 5 th Member Chairperson	P.O. Drawer 1950, 32085-1950 fristeve@yahoo.com	09/11/2023 re-appointed 08/25/2021 Re-Appointed 02/17/2017 Fill Vacancy	09/30/2025

CONSULTANTS

Thomas H. Jensen
Plan Administrator
2636 Augusta Drive N.
Clearwater, Florida 33761
727-492-3852
tjensenpension@gmail.com

Michael Tierney
Actuarial Concepts
3020 Hartley Road, Suite 250
Jacksonville, FL 32257
904-262-3020
FAX 904-268-3374

BOARD OF TRUSTEES

St. AUGUSTINE POLICE OFFICERS RETIREMENT SYSTEM

Authorization:	City Charter, Article X, Police Officers Retirement System.
Number of Members:	Five 5
Terms of Office:	Elected and appointed members – two 2 year terms.
Appointment:	Two 2 legal residents appointed by City Commission; two 2 elected by the Police Officers; and one 1 selected by previous four 4.
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, including administration of investments and disbursements, and for construing and making effective the provisions thereof.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance instead states <u>“Member of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the City Clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard”</u>
Meetings:	Quarterly – 4 th Wednesday of February, May, August, And 3 rd Wednesday of November.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: July 10, 2024

RE: Request for **ONE (1)** appointment to the ST. AUGUSTINE AUDIT REVIEW COMMITTEE

Notification was previously given regarding one (1) term expiration on the Audit Review Committee, which will expire July 31, 2024.

Advertising requesting applications was placed in the St. Augustine Record and posted on the City's website.

Attached is an application received from Dominic Scine, in addition to the current roster, Board profile and responsibilities.

I respectfully request that consideration be given to appointing this applicant.



Darlene Galambos
City Clerk

Attachments: Application

xc: City Clerk Files

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. In accordance with Ordinance 2003-14 citizen boards that assist in the governing of the City of St. Augustine shall be made up of persons who reside within the City Limits. Exceptions to this City Commission policy may be made for members of ad-hoc committees on a case-by-case basis by the City Commission. All applications must include a cover letter and resume.

1. APPLICANT Dominic Scine
2. RESIDENCE
(address) 1505 low tide loop PHONE 410-271-3547
3. BUSINESS OWNED (Address) 75 King Street PHONE 410-271-3547
4. PROPERTY OWNED (Address) ?
5. MAILING ADDRESS PREFERRED 1505 low tide loop
6. E-mail Address dominic@scineassociates.com
7. BOARD DESIRED Finance Committee / city Audit
8. OCCUPATION (include resume) CPA
9. PROFESSIONAL QUALIFICATIONS: (Attach additional information or Cover Letter)

10. OTHER COMMENTS OR INFORMATION

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐ Yes ☒ No	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native ☐	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☒ White	

12. SIGNATURE OF APPLICANT



DATE

6/26/2024

12. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 online with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.

D.S.

Initial

AUDIT COMMITTEE

Meets April, Second Wednesday - 2:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	2-Year Terms Expire
Nancy Sikes-Kline Chair	15 Miruela Avenue St. Augustine, FL 32080 Cell: 904.806-6203 nsikes-kline@citystaug.com		
Thomas V. Gilboy Commission Appointed	126 Moore Street St. Augustine, FL 32084 917-331-4383 tom.gilboy@outlook.com	2/13/2023 Fill Vacancy 07/24/2023 Re-appointed	7/31/2025
VACANT			7/31/2026
Corey Sakryd, Staff Advisor City Manager Appointed		4/22/2019	

AUDIT REVIEW COMMITTEE

Authorization:	Resolution 2021-20
Number of Members:	Three (3) Voting Members
Terms of Office:	The Chair of the Audit Committee is the Mayor, or Vice-Mayor in the Mayor's absence, the remaining two (2) members will be selected by the City Commission for two (two) years staggered terms.
Appointment:	By City Commission. The City Manager may appoint a staff member to serve in a non-voting, advisory capacity.
Reappointment:	Normal appointments expire July 31st of each year.
Qualifications:	two (2) members will be selected by the City Commission and should have financial industry or accounting professional backgrounds.
Duties:	The Audit Committee will perform the duties described in state statute, including assisting the City Commission in selecting an auditor to conduct the annual financial audit, and serve other audit oversight purposes as determined by the City Commission.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states <u>"Members of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the city clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard"</u> .
Meetings:	Meets annually upon completion of the annual audit and on call if necessary.

CITY OF ST. AUGUSTINE

Regular City Commission Meeting Monday, June 24, 2024

The City Commission met in formal session Monday, June 24, 2024, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Roxanne Horvath, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner

Absent: Barbara Blonder, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Amy Skinner, Director, Planning and Building
Corey Sakryd, Director, General Services
Melissa Wissel, Director, Communications
Richard 'Buddy' Schauland, City Building Official
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary

MOMENT of SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Sikes-Kline requested a moment of silence, and Commissioner Horvath led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

David Birchim, City Manager, said item 8.A.1 Ordinance 2024-05, Updating and Amending the City Parking Code, had been reviewed by City staff and changes were made based on the suggestions from the Commission and the community. He said since those changes were made, it might be best not to consider it at this meeting. He said it was ultimately up to the

Board and he provided four options which were as follows:

- Have the hearing as scheduled
- Remove it from the agenda and have the hearing in July providing more time for public outreach
- Remand it back to the Planning and Zoning Board (PZB) for consideration and recommendation
- Remove it from the agenda and delay it indefinitely

Mayor Sikes-Kline stated she was in favor of option four, delaying the ordinance indefinitely.

Commissioner Springfield suggested hearing the comments from the public, but agreed the ordinance should be delayed indefinitely.

Commissioner Horvath suggested remanding the ordinance back to the Planning and Zoning Board for a recommendation.

Commissioner Garris agreed it should be delayed indefinitely; however, thought the Commission should hear the concerns of the public.

Mayor Sikes-Kline said the public could speak during public comment and their concerns could be heard.

MOTION

Mayor Sikes-Kline MOVED to indefinitely not reschedule Ordinance 2024-05. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, Garris,

NAYES: Horvath

MOTION APPROVED 3/1

Commissioner Horvath said she preferred the ordinance to be remanded to the PZB.

Commissioner Springfield asked if it was possible for staff to rewrite the ordinance and have the PZB for a recommendation.

Mayor Sikes-Kline said yes it could, but according to the vote the ordinance had been removed from the agenda and indefinitely delayed.

MOTION

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

3. Special Presentations, Recognitions and Proclamations

- **Proclamation 2024-24: Proclaims 26, 2024 as Greek Landing Day in the**

City of St. Augustine. (N. Sikes-Kline)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Ali Burchfield
- Rita Coates
- Stacey
- Judy Glazebrook
- Andrew Shoemocker
- Melinda Rakoncay
- Leslee Keys
- Chris Fulmer
- Robin Thomas
- BJ Kalaidi

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DATE: NONE

CA.3. Reminder of Upcoming Meetings:

- JULY 8, 2024, 3:00pm, Special City Commission Meeting (Budget Assumptions)
- JULY 8, 2024, 5:00pm, Regular City Commission Meeting
- JULY 22, 2024, 5:00pm, Regular City Commission Meeting
- AUGUST 12, 2024, 5:00pm, Regular City Commission Meeting

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

- MAY 13, 2024 –Regular City Commission Meeting

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

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

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

CA.8. May 31, 2024, Financial Update. (N. Hall, Deputy Director of Finance)

End Consent Agenda

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

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Springfield MOVED to approve the Consent Agenda. The motion was SECONDED by Mayor Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

7.A.1. VCB Tourism Update. (M. Wissel, Director Communications)

Melissa Wissel Communication Director introduced Susan Philips, CEO and President of the St. Augustine, Ponte Vedra & The Beaches Visitors & Convention Bureau (VCB) who provided a brief presentation regarding tourism.

Susan Philips provided an overview of the tourism in St. Johns County and how the money collected through tourism was used, in addition to their current advertising campaign.

7.A.2. Letter of Support Request for Pena-Peck House National Historic Landmark Designation Letter of Inquiry. (J. Courtney, Historic Preservation Officer)

Julie Courtney Historic Preservation Officer explained the Women's Exchange desired to pursue a National Historic Landmark designation for the Pena-Peck House. She said Paul Weaver, Historic Consultant, was working with the Women's Exchange to assist them with the process. She said the first step in the process was to submit a letter of inquiry to the National Park Service. She said support was being requested since the City owned the property. She noted Brook Gast, President, and Paul Weaver were present to answer any questions regarding the pursuit of the National Historic Landmark designation.

Brook Gast President of the Women's Exchange requested the support of the Commission to being the process to make the Pena-Peck House a National Historic Landmark.

Paul Weaver provided a short presentation about the property and its historical significance. He said this designation was important for national recognition and it could assist with future funding.

Discussion:

- Felt this designation was overdue and thought it was important
- Asked about the timeline and future steps
- Would be beneficial to the City and it should be recognized for all the people it helped

- Was in capable hands and felt the house was worth of National Landmark Designation

Mr. Weaver replied that the initial process would last between two to three months; however, the whole process would most likely take about a year.

Ms. Gast encouraged everyone to stop by for a tour.

Mayor Sikes-Kline advised she was willing to accompany them to the hearing in Tallahassee, Florida on behalf of the Commissioners and the City to support the application.

Mr. Weaver noted he would keep the Commission updated on the progress through Ms. Courtney and Mr. Birchim

MOTION

Commissioner Horvath MOVED to APPROVE the Letter of Support for the Pena-Peck House, National Historic Landmark Designation. The motion was SECONDED by Mayor Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2024-05: Updating and Amending the Parking Code for the City of St. Augustine. (A. Skinner, Planning and Building)

See motion under item 2 (a).

8.A.2. Ordinance 2024-18: Extends the non-exclusive natural gas franchise agreement between Peoples Gas System and the City. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2024-18.

Public hearing was opened, and Commissioners heard comments from the following member of the public:

- BJ Kalaidi

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2024-18 on second reading. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

NATURAL GAS
FRANCHISE AGREEMENT
ORDINANCE NO. 2024-18

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF ST. AUGUSTINE, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, Garris, Horvath

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

8.A.3. Ordinance 2024-19: Amends Chapter 28 of the City Zoning Code to add a definition of a Resiliency Facility and to add a defined Resiliency Facility as a permitted use by exception in the CM-2 and IW zoning districts. (A. Skinner, Director Planning and Building)

Amy Skinner, Planning and Building Director presented Ordinance 2024-19.

Public hearing was opened; however, there was no response.

Commissioner Springfield complemented Commissioner Blonder for identifying this as it was very important.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2024-19 on second reading by title only. The motion was SECONDED by Commissioner Horvath.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 28-2 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO PROVIDE A DEFINITION FOR "RESILIENCY FACILITY"; TO AMEND SECTION 28-209 COMMERCIAL MEDIUM-TWO (CM-2) ZONING DISTRICT TO INCLUDE RESILIENCY FACILITY AS A PERMITTED USE BY EXCEPTION; TO AMEND SECTION 28-226 INDUSTRIAL AND WAREHOUSING (IW) ZONING DISTRICT TO INCLUDE RESILIENCY FACILITY AS A PERMITTED USE BY EXCEPTION; PROVIDING FOR INCLUSION IN CHAPTER 28, ZONING, OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Springfield, Horvath, Garris, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

8.A.4. Ordinance 2024-20: Amends the Police Officer Retirement System pension plan regarding investment of assets. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2024-20.

Public hearing was opened; however, there was no response.

MOTION

Commissioner Horvath MOVED to pass Ordinance 2024-20 on second reading. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2024-20

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE VI, SECTION 20-225 OF THE CODE OF THE CITY OF ST. AUGUSTINE REGARDING INVESTMENT OF RETIREMENT SYSTEM ASSETS FOR THE ST. AUGUSTINE POLICE OFFICERS RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Horvath, Springfield, Garris, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

8.A.5. Ordinance 2024-21: Amends the Police Officers Retirement System pension plan to provide for the

**restoration of forfeited credited service.
(I. Lopez, City Attorney)**

Isabelle Lopez, City Attorney, presented Ordinance 2024-21.

Public hearing was opened; however, there was no response.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2024-21 on second reading. The motion was SECONDED by Commissioner Horvath.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2024-21

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE VI, SECTION 20-226 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO PROVIDE FOR RESTORATION OF FORFEITED CREDITED SERVICE UNDER CERTAIN CONDITIONS FOR POLICE OFFICERS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Springfield, Horvath, Garris, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

8.A.6. Ordinance 2024-22: Amends the Police Officers Retirement System regarding the allocation of the Share Plan. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2024-22.

Public hearing was opened; however, there was no response.

MOTION

Commissioner Horvath MOVED to pass Ordinance 2024-22 on second reading. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE VI, SECTION 20-236 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO CLARIFY AND ESTABLISH THE DETAILS OF THE POLICE OFFICERS RETIREMENT SYSTEM SHARE PLAN; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Horvath, Springfield, Garris, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2024-23: Florida-Friendly Fertilizer Use on Urban Landscapes. (I. Lopez, City Attorney or A. Owen, Assistant City Attorney)

April Owen, Assistant City Attorney reviewed the Ordinance.

Commissioner Horvath felt the simpler the better. She recommended implementing the \$100 fine. She stated education regarding the ordinance was important and letting individuals and commercial entities know.

Ms. Owen noted it was recommended that training or education be done; however, it was not required under this ordinance.

Ms. Lopez noted that at the request of Mr. Birchim, Ms. Wissel would put out an educational campaign to inform the public. She said by the second reading there would be information showing the educational campaign material. She said there was an online class that commercial companies could take, but the City would provide the information through News and Notes and on the website.

Commissioner Garris asked if there would be signs posted noting the fines.

Ms. Lopez said that would be difficult as the ordinance applied citywide.

Ms. Owen noted in the model ordinance, the training course was identified.

Commissioner Springfield asked how this would be monitored.

Ms. Owen said the St. Augustine Police Department would be the one enforcing the ordinance.

Ms. Lopez commented that it would be the Police Department or Code Enforcement that could be trained to issue civil citations.

Commissioner Springfield said he was in support of this; however, the times when fertilizing was not allowed were during a storm and that was not a time when the police nor code enforcement would be available. He said he understood Code Enforcement was complaint driven but thought it would be difficult to monitor it.

Mr. Birchim noted this would be more beneficial through the education campaign than through the enforcement.

Mayor Sikes-Kline agreed the value was in the education campaign and people would participate as it was the right thing to do. She also agreed the lighter touch the better.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2024-23 on first reading and moved to second reading. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA CREATING CHAPTER 11, ARTICLE I, SECTION 11-2 RELATING TO REGULATION OF FERTILIZER; ADOPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL ORDINANCE FOR FLORIDA-FRIENDLY FERTILIZER USE FOR URBAN LANDSCAPES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Sikes-Kline, Horvath, Garris, Springfield

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

9.B.1. Resolution 2024-22: Updates the expiration date of the CDBG grant for St. Francis Crisis Shelter. (A. Foschaar, Grants Administration Coordinator)

Amber Foschaar Grants Administration Coordinator reviewed the Resolution.

MOTION

Commissioner Mayor Sikes-Kline MOVED to pass Resolution 2024-22. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION:

AYES: Sikes-Kline, Horvath, Garris, Springfield

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

10.A. Presentation for the FDOT Seawall Replacement Project-Commission Input. (J. Beach, Chief Resilience Officer)

Jamie Driggers' representative for the Florida Department of Transportation (FDOT) provided a brief overview of the Seawall Replacement Project. He reviewed the different options for the viewing platform at Gibbs Park and requested feedback regarding the different options.

Discussion:

- In support of removing the platform, however, liked the elevated sidewalk to provide a better the view of the water
- Thought the platform was a maintenance problem and an issue for staff
- Felt the raised wall ramp was a barrier and was in support of not having the platform
- Liked the wall for the security factor as the chains currently broke often and it were difficult to maintain
- Walls could provide a level of security from hurricanes and water
- Was more concerned about safety instead of seeing the water

- In support of the construction taking place from the waterside and would cause less of a disruption
- Questioned when this project would be underway
- Looked forward to another successful partnership with FDOT

Mr. Driggers advised that bids would take place in September 2025 and construction could start in 2026.

MOTION

Mayor Sikes-Kline MOVED to APPROVE the maintenance agreement and the landscape partnership and the removal of the event platform moving forward. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, Garris, Horvath

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10.B. Report on 11 Bridge Street Demolition. (R. Schauland, City Building Official)

David Birchim introduced Richard "Buddy" Schauland, Building Official for the City.

Richard 'Buddy' Schauland provided a brief overview of the Building Codes and Emergency Demolition criteria. He provided history on building codes, qualifications for a building inspector, and specific information regarding 11 Bridge Street.

Mayor Sikes-Kline said that was a very unfortunate circumstance.

There was a brief discussion regarding 11 Bridge Street and Mayor Sikes-Kline asked a variety of questions from the community.

Mr. Schauland replied that he was unaware if any architectural materials were salvaged; however, it was stated in the

permit to salvage any items if possible. He said to mitigate asbestos for all demolitions, water had to be onsite although this demolition was done on a Saturday and he nor any City staff was available. He said from his understanding, there was a tenant that lived in the garage apartment, but he did not believe he would have been on the property at that time. He said he was unaware someone was living on the property until after the demolition took place.

Mayor Sikes-Kline requested in the future that similar situations should be resolved prior to demolition as that could have been dangerous. She asked if the house had been inspected.

Mr. Schauland said he inspected the home from the outside. He noted that a second opinion on an engineer's report was not always sought when he was able to determine that the report was accurate, and he used his construction background and experience. He said if a report was vague or lacked specific information then a second report would be requested. He noted there had been a discussion between the City's Historic Preservation Officer, Julie Courtney, and the City's Archologist, Dr. Andrea White prior to the permit being issued.

Mayor Sikes-Kline asked what the maintenance prevision was in the City code. She asked what could be done to make the ordinance stronger moving forward.

Mr. Schauland said an issue with the International Property Maintenance Code was the home had to be viewed in a public way, unless the owner provides access to the inside of the structure. He said the International Property Maintenance Code was used a lot and majority of owners came into compliance.

Commissioner Horvath felt it was strange there was a zoning request change a few years prior and now there was no longer a

building. She thought the owners could have notified the City that the demolition would take place on a certain date and time and someone from the City should have been onsite.

Mr. Birchim noted there could be something established to ensure that would not happen in the future.

Commissioner Springfield asked if streets were blocked.

Mr. Schauland replied in the affirmative, noting a right-of-way permit was required.

Mr. Birchim said moving forward demolitions could be required to take place during business hours in order for staff to be in attendance.

Commissioner Garris said there had been numerous emails from the public with many concerns. She said for a home built in the 1800's, the Historic Architecture Review Board (HARB) should have been involved and a second opinion should have been provided to ensure landmarks were not destroyed.

Mayor Sikes-Kline noted that any new structure built on the property would have to abide by the HARB guidelines. She said emergency demolitions under any circumstance were never good, but they had to be good stewards of historic properties and resources. She said there was an entire section in the Historic Master Plan on how to help people maintain historic properties.

Mr. Birchim said currently the City was trying to maintain the integrity of historic structures with programs such as the Fit-It-Up program for residents that lived in the Community Redevelopment Areas (CRA). He said these were residents that were limited financially and most vulnerable if code enforcement action were to be taken. He said grants were provided to help repair their homes. He said this program would also be implemented in the West City CRA

Plan. He said there was a historic preservation property tax exemption program available for anyone City wide to invest in their property and a tax abatement could be applied to the property for ten years for both the City and County. He said the Master Plan considered more flexible uses for historic properties, which would be an incentive to help maintain historic properties. He said a mitigation bank could be in place so that if a historic structure were demolished a penalty could be assessed to the owner. He stated those monies would be used to fund future grants or renovations for historic properties. He noted the Mayor had intended to add to the budget process that would help with the renovation and relocation of historic properties

Mr. Birchim said regarding 11 Bridge Street, if the Code Enforcement officers or the Building Official saw a violation of the International Property Maintenance Code and a case were opened against the owner, a fee of \$250 a day fine could be applied, or a period of time could be granted to fix the home. He said State law capped a fee of \$5000 that could be applied if the building were demolished without a permit. He noted the incentive route was preferred by the City instead of punishment. He said the City Commission had the ability to purchase the property if an emergency demolition was applied for.

Mayor Sikes-Kline suggested remanding the section back to HARB and seeing if there were recommendations that could be made to increase the criteria in the Code. She requested a list of structures that were in imminent danger or ones that could endanger life or other properties to understand what could be done moving forward.

11. ITEMS BY CITY ATTORNEY

11.A. Madeira CDD proposed budget and budget schedule-for informational purposes only. (I. Lopez, City Attorney)

Isabelle Lopez City Attorney said the Maderia budget was provided as information only unless the Commission had comments.

12. ITEMS BY CITY CLERK

12.A. Notification of one (1) Planning & Zoning Board (PZB) vacancy. (D. Galambos, City Clerk)

Darlene Galambos, the City Clerk advised there was one vacancy on the Planning and Zoning Board as Jon DePreter had resigned. She said this would be to fill his unexpired term. She said the position would be advised as required.

13. ITEMS BY CITY MANAGER

David Birchim City Manager informed the public that the FDOT was scheduled to start construction on King Street Bridge in the summer of 2024; however, it was delayed until the summer of 2025. He said this information would be provided on social media platforms.

Commissioner Horvath asked if the City had finished installing the water pipe.

Mr. Birchim replied that the City water main would be installed prior to the start of the construction of the bridge.

Mr. Birchim informed the Commission that City Hall would be closed on Friday, July 5th, to enjoy the fireworks and 4th of July celebration. He said shuttles would be in place for the July 4th celebration.

14. Items by Mayor and Commissioners

Commissioner Garris spoke in regard to the concerns mentioned by Mr. Shoemaker during public comment related to the yellow curbs in his neighborhood. She stated she wanted his issue to be addressed. She thanked those citizens who voiced their concerns regarding 11 Bridge Street, and thanked

Susan Philips for the presentation on tourism.

Mayor Sikes-Kline reiterated there were a lot of community activists that were concerned about our historic resources, which was excellent. She said those concerns were shared by everyone and taken into consideration.

Commissioner Springfield congratulated Commissioner Blonder and Mayor Sikes-Kline for winning the election and being able to serve another term. He asked the City Clerk to select the order of presentations for the West City CRA interviews. He thanked the staff for their work on the parking ordinance even though it was not continued. He said they were unsure this would be beneficial to businesses and residents as there had been many concerns from the public. He requested that a process be established for public comment to ensure that speakers knew the requirements for speaking as this could be a friendly reminder.

Commissioner Horvath said the comments she heard were not that citizens did not want changes to the parking code; they did not want it right now due to lack of parking structures.

Mr. Birchim said the ordinance was not advanced to the second reading. He said it was not denied and the Commission had the authority if and when to bring it forward again.

Mayor Sikes-Kline clarified the intent was to continue it indefinitely. She said if it were to come before them again, she would want it to start over completely.

15. Adjournment

There being no further business, the meeting was adjourned at 7:42 P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: July 12, 2024

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 1089 WEST 15TH STREET**

Enclosed is a Satisfaction and Release of Mortgage for 1089 West 15th Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, John McElroy, III, and Sandra Barbour. The mortgage was recorded in the Public Records of St. Johns County on January 23, 2023. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the July 22, 2024 City Commission meeting.

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

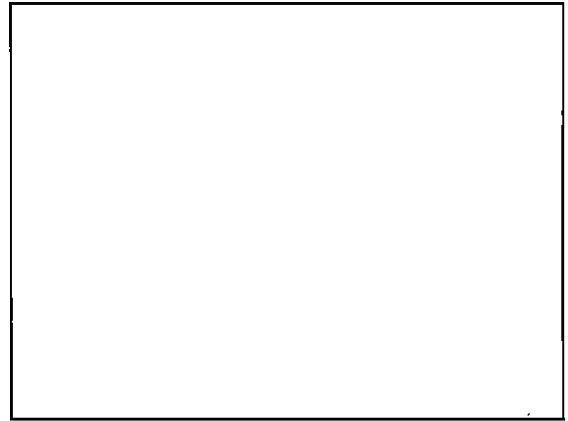
/s/ April R. Owen

April R. Owen
Assistant City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **JOHN MCELROY, III and SANDRA BARBOUR**, whose address is 1089 West 15th Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 13, 2023, recorded at Official Records Book 5697, Page 1934, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 5697, Page 1934, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this ____ day of _____, 2024.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2024.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 516 AND 517, COLLIER HEIGHTS SUBDMSION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 8, PAGE 2, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA. TOGETHER WITH THAT CERTAIN MOBILE HOME KNOWN AS A SPRI 1985, IDENTIFICATION NUMBER GAFL2AE45343781 AND GAFL2BE45343781, FLORIDA TITLE 42064428 AND 42058344.

PARCEL ID NUMBER: 134160-5160

LOCATION ADDRESS: 1089 WEST 15TH STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between **John McElroy III and Sandra Barbour** whose address is 1089 West 15th Street, FL. 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

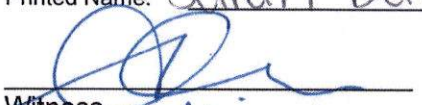
2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and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

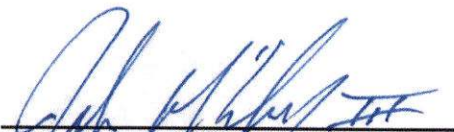
3. That the Mortgagee will make monthly payments in the amount of \$58.54 for 120 Months, with the first payment due February 15, 2023.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this

Signed, sealed and delivered in the presence of:


Witness
Printed Name: Sarah Baher


Witness
Printed Name: Aline Lauria

BY: 
(Name) John McElroy III
(Address) 1089 West 15th Street
(Telephone) (404) 664-5023

BY: 
(Name) Sandra Barbour
(Address) 1089 West 15th Street
(Telephone) (404) 664-5023

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

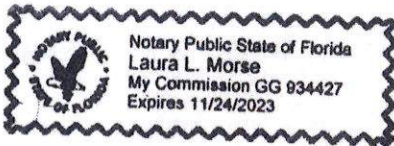
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **John McElroy III**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this

January 13, 2023



[Signature]
Notary Public, State of Florida

STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Sandra Barbour**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced GA Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this

January 13, 2023



[Signature]
Notary Public, State of Florida

LEGAL DESCRIPTION

Parcel ID Number: 134160-5160

Lots 516 and 517, COLLIER HEIGHTS SUBDIVISION, a subdivision according to the plat thereof recorded in Map Book 8, Page 2, of the Public Records of St Johns County, Florida. Together with that certain Mobile Home known as a SPRI 1985, Identification Number GAFL2AE45343781 and GAFL2BE45343781, Florida Title 42064428 and 42058344

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: John McElroy III & Sandra Barbour
ADDRESS: 1089 West 15th Street
St. Augustine, FL 32084

\$5,055.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 1089 West 15th Street Saint Augustine, FL. 32084, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **5,055.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **6.94 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **58.54 Dollars**, commencing on February 15, 2023 and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

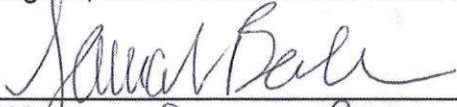
All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

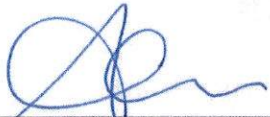
Note: Fl. Stat. 159.17 – Lien of services charges – any municipality issuing revenue bonds hereunder shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such municipality in the manner provided by the laws of Florida for the foreclosure of mortgages on real property.

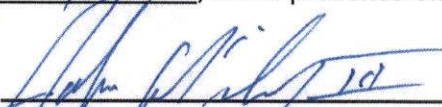
Exhibit "B"

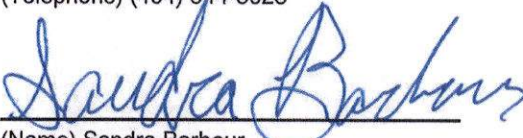
This Note is secured by and subject to the terms of a mortgage (or a letter of credit) of even date herewith.

Signed, sealed and delivered **dated as of** January 13, 2023, in the presence of:


Witness
Printed Name: Sarah Barker


Witness
Printed Name: Aline Launia

BY: 
(Name) John McElroy III
(Address) 1089 West 15th Street
(Telephone) (404) 644-5023

BY: 
(Name) Sandra Barbour
(Address) 1089 West 15th Street
(Telephone) (404) 644-5023

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **John McElroy III**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this January 13, 2023

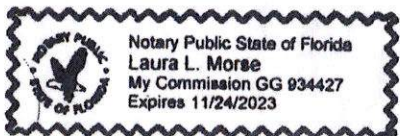


[Signature]
Notary Public, State of Florida

STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Sandra Barbour**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced GA Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this January 13, 2023



[Signature]
Notary Public, State of Florida

Exhibit "A"

*City of St. Augustine
City Commission*

Certificate of Recognition

In Acknowledgement of and

Presented In Honor to

Ms. Johnnie Mae Van

In celebration of

Your One Hundredth birthday!

Congratulations on attaining this important milestone in your life!

You have ten decades of memories constituting a life well lived.

On this special day, August 28, 2024, the City of St. Augustine wishes you a happy birthday and sends our deepest appreciation for your years of dedicated service to the education of our community.



Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: July 10, 2024

RE: QUARTERLY REPORT: 3RD QUARTER FY 2023-2024

Please find enclosed the following documents reflecting the fiscal year 2023-2024 3rd quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (164 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (69 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (34 CASES)**
- ❖ **ORDINANCE & RESOLUTION CHART (25 ITEMS)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (3 HOURS)**

This quarterly report mirrors the same categories as our annual report. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular matter, please do not hesitate to let me know.

Matters of ongoing civil litigation with retained outside counsel appropriated from General Fund Reserves, invoiced monthly and approved on consent agenda are:

- 1) Marlowe v. City (*Docks and the City's submerged lands and riparian ownership*). Appellate Court overturned the lower Court's summary judgement and returned the case to the lower Court for further trial.

Matters of ongoing bankruptcy and civil litigation being handled in house are:

- 1) J. C. Penney Company, Inc. (*Unpaid utilities - Bankruptcy*)
- 2) Bank of America v. Maypray (*Mortgage foreclosure in which the City has a CRA rehabilitation lien. Currently on inactive status.*)
- 3) Jerk & Curry Festival (*Small claims for unpaid fees for use of Francis Field and Police services*) The Court entered an Agreed Order on September 12, 2023, acknowledging the Defendant's agreement with the City to a payment plan for the unpaid fees. No payments were received. On April 10, 2024, the Assistant City Attorney filed a Motion for Final Judgement for failure of Defendant to comply with the payment plan. The Final Judgement was entered by the Court on April 16, 2024. The City continues to pursue payment of the fees.

In addition, the Florida League of Cities provides coverage on some damages-based litigation.

Other litigation matters of note are:

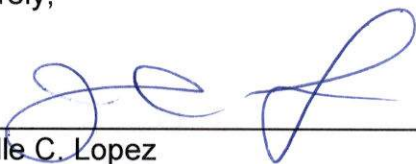
- 1) Dettra v. City (*Writ of Certiorari*); *defense provided by City Attorney*: On December 1, 2023, Ryan Dettra filed a Petition for Writ of Certiorari seeking the Court's review of a final order issued by the City Commission denying his

PUD rezoning application for 115 La Quinta Place. The Court entered an Order to Show Cause providing a deadline for the City to file its Response Brief. The City filed its response on May 10, 2024. Petitioner filed its reply on June 5, 2024. The City is currently waiting for the Court to enter an Order to either schedule oral argument or make a determination in the case.

- 2) Kulaga v. City (*Writ of Certiorari*); *defense provided by City Attorney*: On April 10, 2024, Elise and John Kulaga filed a Petition for Writ of Certiorari seeking the Court's review of a final order approving a conservation overlay zone permit for an observation deck and dock at 11 Magnolia Avenue. An Amended Petition was filed on April 26, 2024 at the Court's instruction to include all required Defendants. The Court entered an Order to Show Cause providing a deadline for the City to file its Response Brief. The City filed its response on May 17, 2024. Defendant, Fountain of Youth, filed its response on June 3, 2024. The Court entered an Order allowing the Petitioner to file a reply to Defendants' responses. Petitioner has thirty (30) days to file its reply.

Please place this quarterly report on the consent agenda for the July 22, 2024 City Commission meeting. The attached charts are included for the Commission's information, and I am available for a presentation if the Commission requests one.

Sincerely,



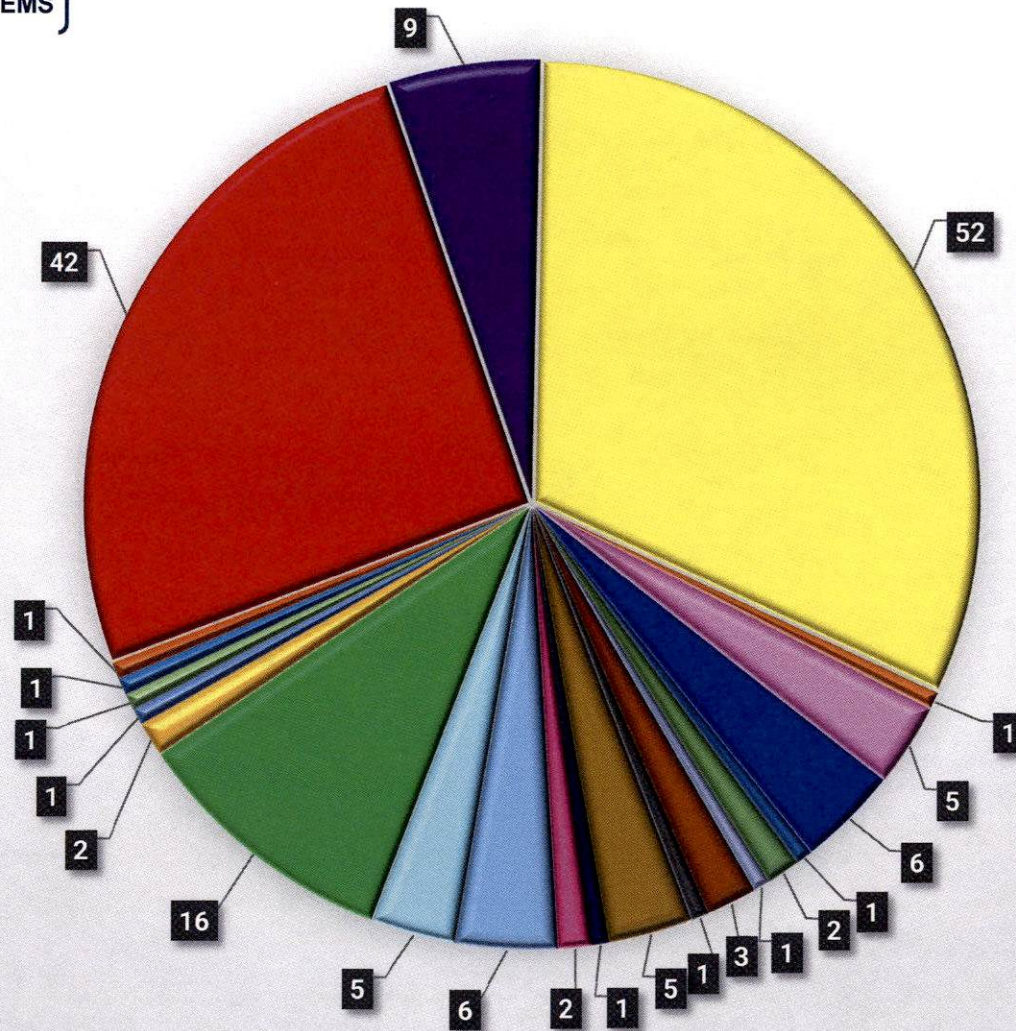
Isabelle C. Lopez
City Attorney

Attachments

WORK LOG DRAFTING & REVIEW: 3RD QUARTER FY 2023-2024

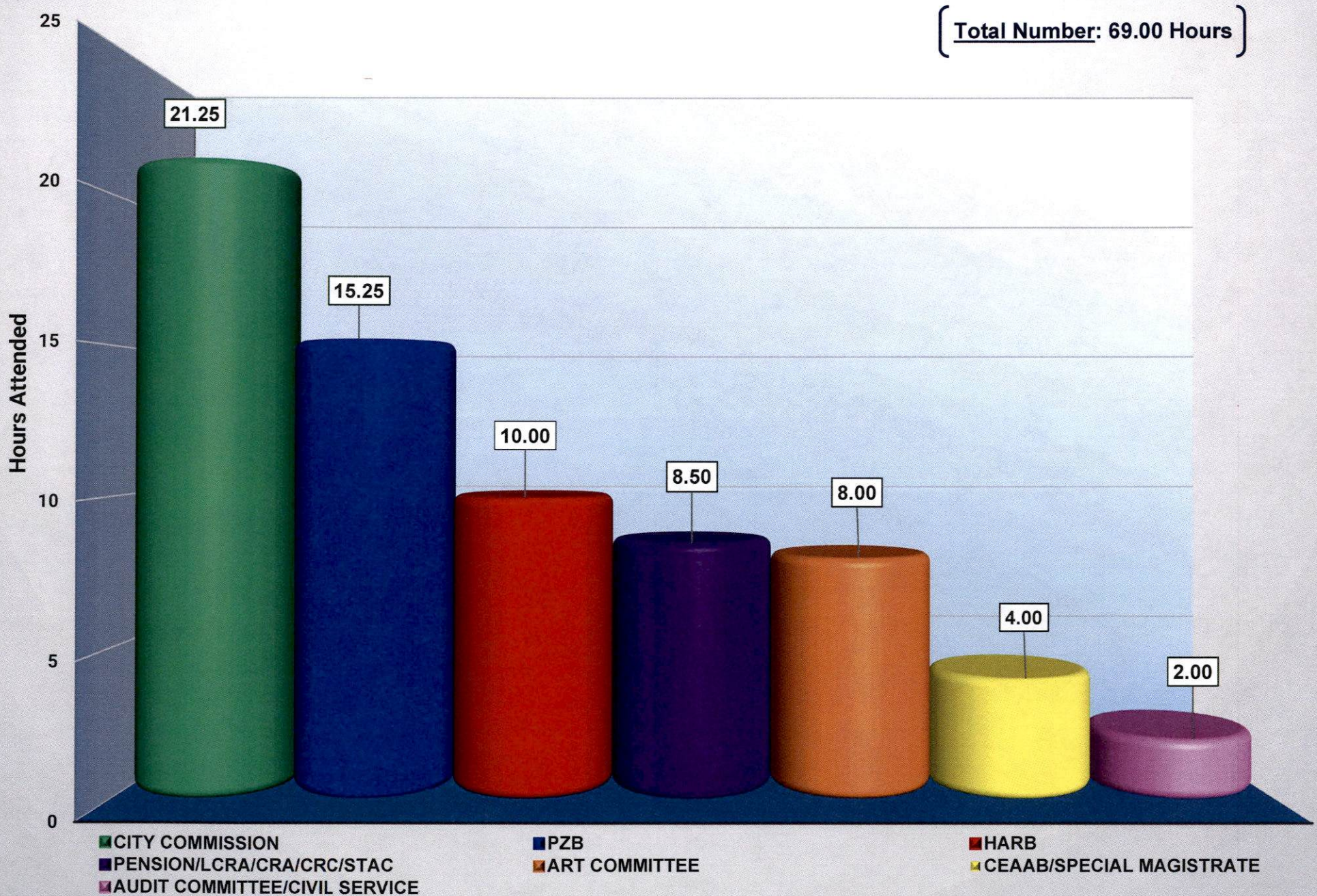
[BY NUMBER OF ITEMS]

(TOTAL: 164 ITEMS)

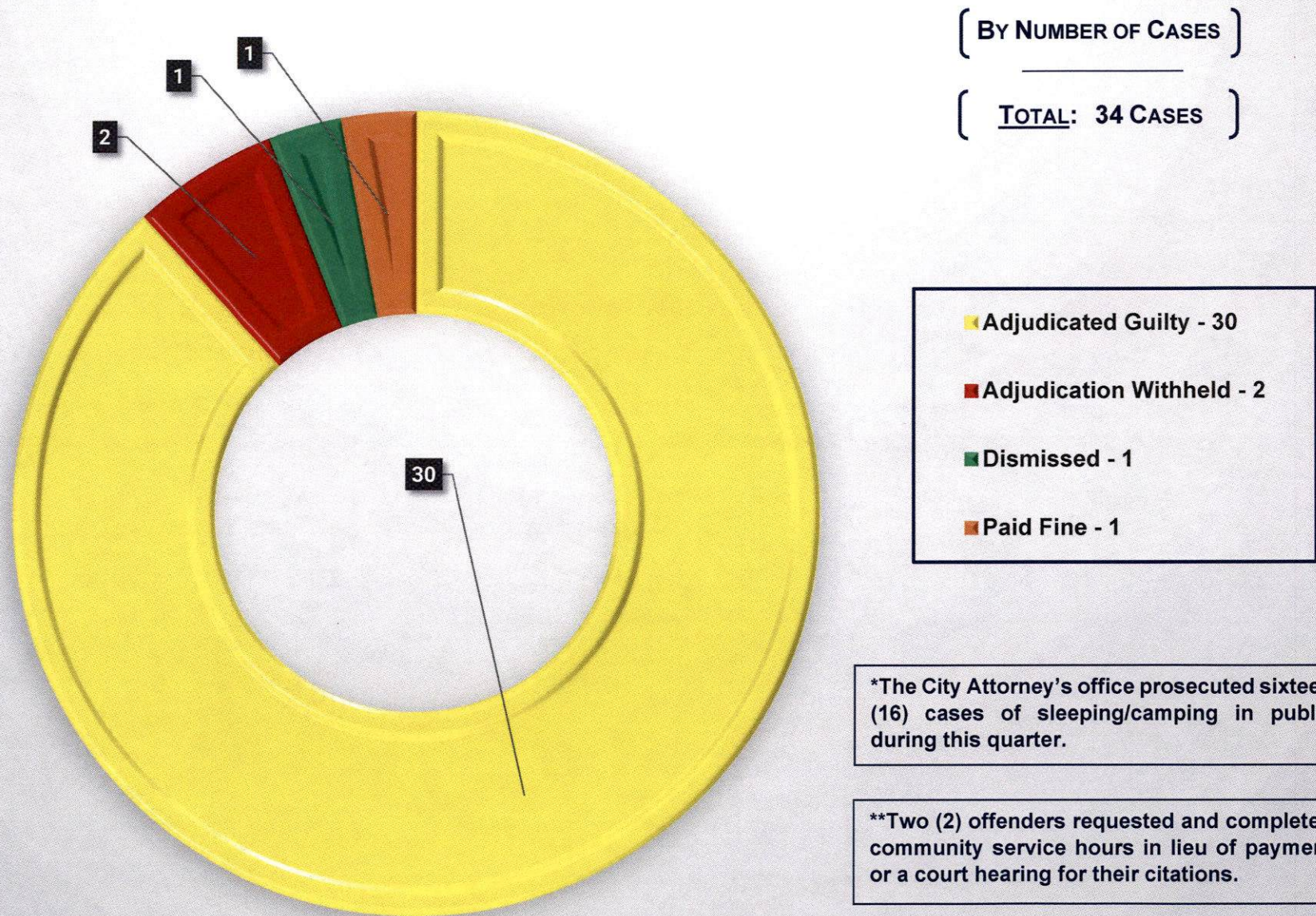


📄 Agreement - 52	📄 Application - 1	📄 Bill of Sale - 5	📄 Contract - 6	📄 Correspondence - 1
📄 Easement - 2	📄 Form - 1	📄 Franchise - 3	📄 Interlocal Agreement - 1	📄 Lease - 5
📄 License - 1	📄 Lien Release - 2	📄 Maintenance Bond - 6	📄 Order - 5	📄 Ordinance - 16
📄 Performance Bond - 2	📄 Petition - 1	📄 Plat - 1	📄 Policy - 1	📄 Report - 1
📄 Research - 42	📄 Resolution - 9			

PUBLIC MEETING ATTENDANCE: 3RD QUARTER FY 2023-2024



CITY ORDINANCE VIOLATIONS: 3RD QUARTER FY 2023-2024



ORDINANCES & RESOLUTIONS – 3RD QUARTER FY 2023-2024

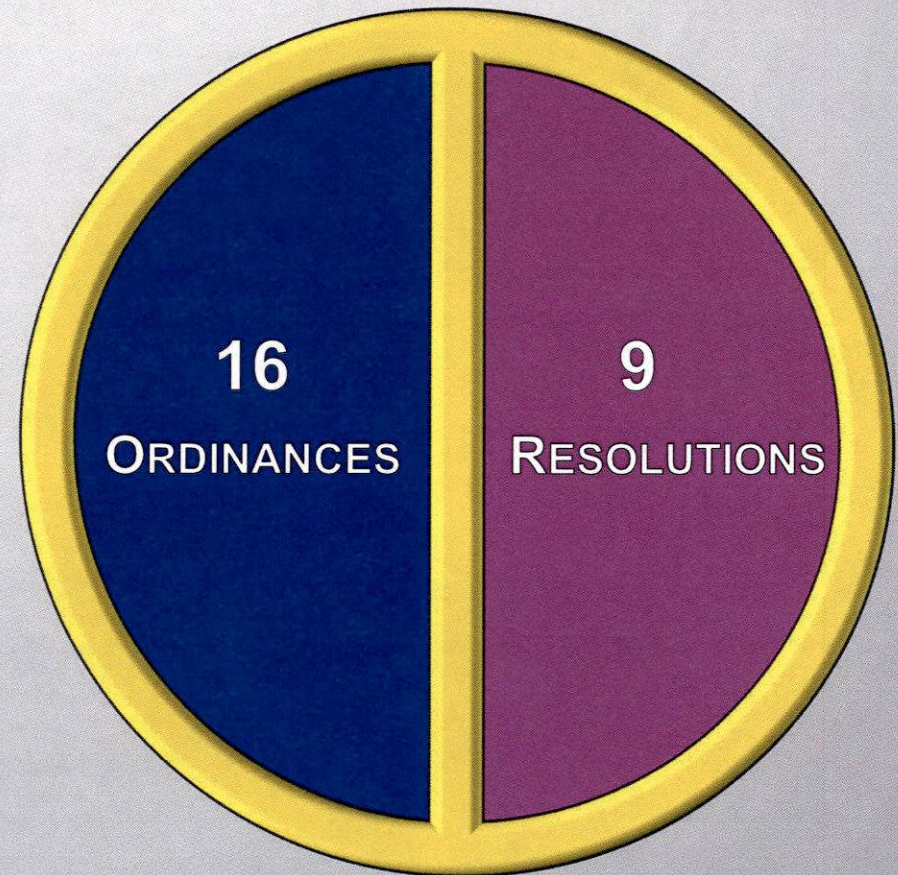
(TOTAL: 25 ITEMS)

ORDINANCES

- 2024-08**: Annexation of 523 West King Street
- 2024-09**: 523 West King Street Annexation FLUM Amendment
- 2024-10**: 523 West King Street Annexation Rezoning
- 2024-11**: Annexation of 525-527 W. King Street
- 2024-12**: 525-527 W. King Street Annexation FLUM Amendment
- 2024-13**: 525-527 W. King Street Annexation Rezoning
- 2024-14**: Annexation of 545 West King Street
- 2024-15**: 545 West King Street Annexation FLUM Amendment
- 2024-16**: 545 West King Street Annexation Rezoning
- 2024-17**: Adding Longleaf Pine to Significant Trees List
- 2024-18**: Peoples Gas Franchise Renewal
- 2024-19**: Resiliency Facility
- 2024-20**: SAPD Pension Investment Limits
- 2024-21**: SAPD Pension Buy Back
- 2024-22**: SAPD Pension Share Plan
- 2024-23**: Fertilizer Use Model Ordinance

RESOLUTIONS

- 2024-13**: Authorization to Act on Behalf of 457 Deferred Comp Plan
- 2024-14**: Designating the West City CRA
- 2024-15**: Supporting Ancient City Baptist Special Grant for Rehab
- 2024-16**: Supporting Trinity Episcopal Church Special Grant for Rehab
- 2024-17**: Transportation Grant for Downtown Circulator
- 2024-18**: Education Grant for Archaeology Exhibit
- 2024-19**: Approving the Purchase of 241 W. King Street
- 2024-21**: Request for SJRWMD & FDEP to Reduce Permit Fees
- 2024-22**: Authorizing the Execution of Documents for CDBG-CV



STAFF & NEW BOARD MEMBER TRAINING: 3RD QUARTER FY 2023-2024

{ BY NUMBER OF HOURS }

{ TOTAL: 3 HOURS }



CITY OF ST. AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: David Birchim
City Manager

DATE: July 10, 2024

RE: JAG Grant

The St. Augustine Police Department has applied for the Edward Byrne Memorial Justice Grant (JAG) for \$5,501.00. This is a yearly grant the department applies to start new programs or purchase new equipment. With JAG funding, the City of St. Augustine Police Department will purchase conversion kits for their assigned duty rifles rather than training with a replica model. The conversion kits will help the officers to become more proficient with their rifle in real-life situations in a safe training environment.

If you concur, please place this matter on the next available consent agenda for the consideration and approval of the City Commission.

Thank you for your consideration in this matter.



Jennifer Michaux
Chief of Police

dt
cc: D. Galambos, City Clerk

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of St. Augustine

Recipient SAM UEI: EYJGVQ5LEQ23

Award Number: 6N033

Award Period: 07/01/2024 – 09/30/2025

Award Title: D-6N033: Rifle Conversion Kits for Training Improvements

Federal Funds: \$5,501.00

Matching Funds: \$0.00

Total Funds: \$5,501.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of St. Augustine (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work

Appendix B – Deliverables

Appendix C – Approved Budget

Appendix D – Award Contacts

Appendix E – Special Conditions

Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N033
Award Title: D-6N033: Rifle Conversion Kits for Training Improvements
Award Period: 07/01/2024 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of St. Augustine

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Name and Title: Nancy Sikes Kline, Mayor of the City of St Augustine

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N033
Recipient:	City of St. Augustine
Award Title:	D-6N033: Rifle Conversion Kits for Training Improvements
Award Period:	07/01/2024 - 09/30/2025

Problem Identification

The City of St. Augustine's Police Department uses rifle models supplied by a simunitions vendor to do interactive "shoot/don't shoot" training scenarios. Best practices in law enforcement stress making training as realistic as possible. Training with rifle replicas does not give an officer the real feel for responding to threats with their assigned rifle. Currently, the City of St. Augustine's Police Department is using rifle replicas to do interactive rifle training. The Department is also revising its training program to feature more interactive training.

Scope of Work

With JAG funding, the City of St. Augustine Police Department will purchase conversion kits for duty rifles for the officers to train with their assigned rifle rather than a replica model. The purchase of conversion kits for the officers' rifles will allow officers to train with their assigned rifle during training for threats and stressful situations. The conversion kits will help the officers to become more proficient with their rifle in real-life situations.

Appendix B - Deliverables

Award Number: 6N033
Recipient: City of St. Augustine
Award Title: D-6N033: Rifle Conversion Kits for Training Improvements
Award Period: 07/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure rifle conversion kits.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$5,501.00

Appendix C - Approved Budget

Award Number:	6N033		
Recipient:	City of St. Augustine		
Award Title:	D-6N033: Rifle Conversion Kits for Training Improvements		
Award Period:	07/01/2024-09/30/2025		
Award Amount:	\$5,501.00	\$0.00	\$5,501.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Rifle Conversion Kits	(15) Conversion Kits to include barrels, and magazines @ \$375.00 each = \$5625	\$5,501.00	\$0.00	\$5,501.00
	Overages will be paid by applicant from general revenue funds.			
	Items to be purchased with quotes			
D. Equipment Subtotal:				\$5,501.00

Appendix D: Award Contacts

Award Number: 6N033
Recipient: City of St. Augustine
Award Title: D-6N033: Rifle Conversion Kits for Training Improvements
Award Period: 07/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Stephen Fricke
Title: Project Manager
Address: 151 King St
St Augustine, FL 32085
Phone: 904 -669-4643
Email: fristeve@yahoo.com

Recipient Chief Official (CO)

Name: Nancy Sikes Kline
Title: Mayor of the City of St Augustine
Address: PO Box 210
St Augustine, FL 32085-0210
Phone: 904-825-1082
Email: nsikeskline@citystaug.com

Recipient Chief Financial Officer (CFO)

Name: Meredith Breidenstein
Title: Asst. City Manager
Address: PO Boc 210
St Augustine, FL
Phone: 904- 825-1006
Email: breidenstein@citystaug.com

Appendix E: Special Conditions

Award Number: 6N033

Recipient: City of St. Augustine

Award Title: D-6N033: Rifle Conversion Kits for Training Improvements

Award Period: 07/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- | | |
|-------|---|
| S0001 | At the time of application review, it was noted the Recipient's SAM.gov registration will expire on 10/3/2024. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date. |
| S0057 | At the time of application, it was noted the Recipient's EEO Certification (EEOC) will expire on 12/11/2024. In order to prevent delays in payment, the Recipient must provide an updated EEOC to the Office of Criminal Justice Grants prior to the expiration date. |
| S0088 | A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc. |

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>

2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons

28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:

Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, Fla. Stat., Public Records

Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure

Section 215.97, Fla. Stat. Florida Single Audit Act

Section 215.971, Fla. Stat., Agreements funded with federal or state assistance

Section 215.985, Fla. Stat., Transparency in government spending

Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) - The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. § 42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-

one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 Failure to Address Audit Issues - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 Single Annual Audit - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://www.ojp.gov/doj-guide-to-procurement-procedures>.

2.0 Cost Analysis - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

3.0 Allowable Costs - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute

or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 Personnel Services - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

- 25.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 26.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 **For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts

covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David P. Birchim, AICP
City Manager

DATE: July 11, 2024

RE: Old Town Trolley Tours of St Augustine (OTT) Nights of Lights (NoLs) Agreements

Attached are the annual operating agreements between the City of St Augustine (CoSA) and OTT. These agreements allow OTT to operate the Famous Nights of Lights Trolley Tours from the Visitors Information Center (VIC) facilities. The Expanded Usage of VIC agreement allows for associated ticketing, loading, and unloading operations. While the Performance Contract allows for the scheduling and production of performances on the VIC's promenade during the season.

Carrying on to this year's agreements are the revised "last load times" and "last performance times" for different days throughout the NoLs season. These times were discussed agreed to by both Ed Swift, owner of the OTT, Dave Chatterton, the local manager of OTT, and City manager David Birchim. Staff recommends approval of both agreements.

If you concur, please place this item on the Consent Agenda for the City Commission meeting scheduled for Monday, July 22, 2024.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Corey L. Sakryd
Director, General Services

CLS
Encl: Expanded Usage of Visitors Information Center Agreement
Performance Contract

xc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
file

EXPANDED USAGE OF VISITORS INFORMATION CENTER AGREEMENT

This Expanded Usage Agreement is made this _____ day of _____ 2024, by and between **St. Augustine Historical Tours, Inc. d/b/a Old Town Trolley Tours of St Augustine (OTT)**, a Florida Corporation, whose address is 167 San Marco Ave., St. Augustine, FL 32084, and the **CITY OF ST. AUGUSTINE (CITY)**, Florida, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida 32085-0210.

1. **EXPANDED USAGE GRANTED:** The CITY does hereby grant to OTT rights of expanded usage at the Visitor's Information Center (VIC) during the period of the CITY's Nights of Lights display. OTT operates the Famous Nights of Lights Trolley during this time period. This tour departs from the bus loading slot between the VIC and the Parking Garage. This expanded usage will include:
 - a. Adding stanchions and signage, which OTT will provide, to help in handling waiting lines.
 - b. OTT will provide a customer service representative and a portable desk/counter on the West porch to answer questions and provide information to guests.
 - c. OTT will provide security at the Promenade and VIC bathrooms during peak weeks and as required.
 - d. OTT agrees to provide staffing from 6:00 pm to 30 minutes past the "last load time" to sufficiently maintain, clean, sanitize, disinfect, and restock the CITY'S restrooms during the hours of operation of the Famous Nights of Lights trolley including Christmas night.
 - e. Any additional lighting that OTT deems necessary for ambience would be provided at OTT's expense.
 - f. OTT agrees to provide personnel to staff the School Board Lot if required.
 - g. OTT will pressure wash the promenade at the end of the season, and after the peak weeks, if necessary.
 - h. OTT will schedule either a police officer or security guard to work the intersection of Cordova Street and West Castillo Drive on Fridays and Saturdays, and every night during the peak period through tour hours.
 - i. OTT will schedule a security guard to work the entrance/exit of the City's parking garage on Fridays and Saturdays, and every night during the peak period through tour hours.
 - j. OTT will provide one (1) Handicap Accessible Port-O-Potty and four (4) standard Port-O-Potties for use at the VIC. The exact location will be determined by the

VIC supervisor. These Port-O-Potties will be emptied, cleaned, and restocked daily.

- k. OTT is allowed to place up to two (2) PODs at the VIC to be used for storage. Location of these PODs will be determined by the VIC Supervisor. Upon the completion of the NoLs these PODs will be removed within 2 weeks. Any damage to the lawn under or around the PODs will be repaired by OTT as determined by the VIC Supervisor.
- l. OTT will include in its tour departure announcements, "For the courtesy of our local residents and businesses, shouting at pedestrians or other tour vehicles as well as the playing of musical and percussion instruments while on the trolley is strictly prohibited."
2. TERM: This agreement shall be in force during the period when OTT runs its Famous Nights of Lights Trolley. Specifically, the times covered are:
 - a. Nightly, starting at 5:30 p.m., from Sunday, November 24, 2024 - Sunday, January 5, 2025, the last performance times are as follows:
 - i. Sunday thru Thursday: 10:30PM
 - ii. Friday and Saturday: 10:45PM
 - iii. Thanksgiving (Nov 28-Dec 01): 10:45PM
 - iv. Christmas (Dec 20-Jan 01): 10:45PM
 - b. Nightly, starting at 5:30 p.m., from, Monday, January 6, 2025 – Sunday, January 26, 2025, the last performance load times are as follows:
 - i. Sunday thru Thursday: 9:30PM
 - ii. Friday thru Saturday: 10:00PM

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written.

St. Augustine Historic Tours, Inc.
d/b/a Old Town Trolley Tours of St Augustine

City of St. Augustine

By: _____
Dave Chatterton, General Manager

By: _____
David Birchim, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND EXECUTION:

Isabelle C. Lopez, City Attorney

PERFORMANCE CONTRACT

COMES NOW the City of St. Augustine, Florida ("CITY"), whose address is P.O. Box 210, St. Augustine, Florida, 32085, and the PRODUCER identified below, who in consideration of the Performance Fee and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, agree as follows:

1. PRODUCER name: St. Augustine Historical Tours, Inc.
d/b/a Old Town Trolley Tours of St Augustine (OTT)
2. Names of Members of Performance Group, if any: To be determined.
3. Producer Contact:

Dave Chatterton
Telephone number: (904) 829-3800
Fax number: (904) 829-6678
Email: dchatterton@historictours.com
4. Place of Performance: Visitors Information Center Porches
5. Dates of Performance: November 24, 2024, through January 26, 2025, excluding days when patio areas are reserved for other functions.
6. Times of performances: This agreement shall be in force during the period when OTT runs its Famous Nights of Lights Trolley. Specifically, the times covered are:
 - a. Nightly, starting at 5:30 p.m., from Sunday, November 24, 2024 - Sunday, January 5, 2025, the last performance times are as follows:

i. Sunday thru Thursday:	10:30PM
ii. Friday and Saturday:	10:45PM
iii. Thanksgiving (Nov 28– Dec 01):	10:45PM
iv. Christmas (Dec 20–Jan 01):	10:45PM
 - b. Nightly, starting at 5:30 p.m., from, Monday, January 6, 2025 – Sunday, January 26, 2025, the last performance load times are as follows:

i. Sunday thru Thursday:	9:30PM
ii. Friday thru Saturday:	10:00PM
7. Performance Content:
 - a. The Producer and all members of Performance Group as identified above shall perform a performance of a type generally depicted as Holiday Music at the date, time and place identified above. The performance shall run during the operation of the Nights of Lights Trolley.

- b. Specific Requirements, if any, as to songs, announcements, styles of dress shall be as described below:
 - i. Holiday genre catalog including selections appropriate to historic heritage of the City of St. Augustine.
 - ii. Dress compatible with the heritage environment requirement with the City.
- 8. Performance Fee: The PRODUCER shall be responsible for payment to the Performer to be set at a minimum \$500.00 performance.
- 9. Promotion: The CITY, at the CITY's discretion, may promote the Performance. The PRODUCER may provide the CITY with promotional materials. All promotional documents produced and distributed by the CITY shall be public records as defined by Section 119.011, Florida Statutes, the Florida Public Records Act, and any statutory exemptions to the Act.
- 10. Sound Check and Set-up: At least One (1) hour prior to Performance, the CITY shall provide the PERFORMER and the PERFORMER'S designated representatives sufficient access to the Place of Performance for set up and sound check. The PERFORMER shall designate to the CITY an individual to oversee sound modifications before and during the Performance.
- 11. Merchandise: The PRODUCER and PERFORMER are prohibited from selling any merchandise at the place of the performance.
- 12. Cancellation: The CITY may cancel the Performance if the CITY provides to the PRODUCER either oral or written notice of cancellation at least five (5) days prior to the date of the performance.
- 13. Termination: Either the CITY or the PRODUCER may terminate this contract upon twenty (20) days prior written notice in the event of a material failure by either part to perform in accordance with the terms of this Contract or material violation of any applicable Federal, State or Local Law, statute, ordinance or resolution.
- 14. Notices: Any notices regarding this Contract are to be addressed to the following representatives:

CITY:
Assistant City Manager
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

PRODUCER:

St. Augustine Historical Tours, Inc.
d/b/a Old Town Trolley Tours of St Augustine
Attn: Dave Chatterton
167 San Marco Ave.
St. Augustine, FL 32084

15. Indemnification: The PRODUCER shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the PRODUCER, PERFORMER, the Performance Group and other persons employed or utilized by the PRODUCER, PERFORMER, or Performance Group in the performance of the Contract.
16. Remedies: Each party to this Contract shall be entitled to seek enforcement of this Contract against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief. The CITY, however, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28 Florida Statutes.
17. Unenforceability of Provisions: If any provision of this Contract or any portion thereof is held to be invalid or unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.
18. Modification: This Contract may only be modified by written agreement approved and executed in a manner consistent with this Contract by all parties to this Contract.
19. Attorneys' Fees: in the event of any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising in any manner hereunder whether or not suit be brought, the prevailing party or substantially prevailing party shall be entitled to recover all court costs, reasonable attorneys' fees and attorneys' costs, including those arising from appeal at all levels of the proceedings.
20. Choice of Law: Venue: This Contract shall be governed by the laws of the State of Florida. Each party agrees that any action, controversy or cause of action arising out of the terms of this Contract shall be brought in a court of competent jurisdiction in St. Johns County, Florida, regardless of the place of execution of the Contract, and each party hereby waives any right to require that any action to enforce this Contract be brought in any other jurisdiction or venue.
21. Judicial Interpretation: If any of the provisions of this Contract require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms of this Contract shall be more strictly construed against one

party by reason of the rule of construction that the document be construed more strictly against the party who prepared or through its agents prepared the Contract, it being agreed that the agents of all parties have participated in the preparation of the Contract.

22. Effective Date: This Contract shall become effective on the later of the date the Contract is executed by the City Manager for the City of St. Augustine and the date the contract is approved by the authorized representative of PRODUCER.
23. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment or modification to this document shall be effective unless made in writing and signed by all parties. No other agreements, representations, or promises shall be binding on the parties except those agreements, representations or promises contained herein or in some future writing signed by the parties making such agreements, representations or promises. The parties expressly acknowledge and agree that they have neither made nor relied on any promise or representation except those expressly set forth in this Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the dates set forth below.

“CITY”

City of St. Augustine, Florida
A Municipal Corporation

By: _____
David Birchim, City Manager

Date: _____

Darlene Galambos, City Clerk
(SEAL)

Signed, sealed and delivered in the presence of:

“OTT”
St. Augustine Historical Tours, Inc.
d/b/a Old Town Trolley Tours of St
Augustine

By: _____

Dave Chatterton, General Manager
St. Augustine Historical Tours, Inc.

Date: _____

WITNESS
Printed Name: _____

WITNESS
Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: David Birchim
City Manager

DATE: July 11, 2024

RE: Savannah Sweets and Florida Cracker Café Lease Approval

As you're aware, City Resolution 2017-37 requires approval by the City Commission of any lease agreement with a total revenue of over \$4,999.99 per month. Accompanying this cover memorandum are two proposed lease agreements between the City of St. Augustine and Savannah Sweets, LLC and Florida Cracker Café, LLC, for the property located at 81-A and 81-B St. George Street, St. Augustine, FL 32085.

Savannah Sweets monthly rate will be \$6,500.00 per month and the Florida Cracker Café, LLC will have a monthly rent of \$7,500.00. These amounts are consistent, competitive, and at market rate with other City properties on St. George Street.

If you concur, please place this item on the Consent Agenda for the City Commission meeting scheduled for Monday, July 22, 2024.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Barbara Moore
General Services Group Manager

BLM

xc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
file

LEASE AGREEMENT

THIS LEASE is made and entered into by and between **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 "LESSOR"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32085, and **SAVANNAH SWEETS, INC.** (hereinafter referred to as "LESSEE"), whose mailing address is PO BOX 14067, Savannah, GA 31416.

WITNESSETH:

That in consideration of the covenants herein contained and the Rent to be paid, LESSOR and LESSEE hereby agree as follows:

(1) **LEASED PREMISES:** LESSOR does hereby rent, lease and demise unto LESSEE, and LESSEE does take from LESSOR, for a Term hereinafter provided, and in all instances in the condition as presented as of the date of this Lease, the following described premises located in St. Augustine, St. Johns County, Florida (hereinafter referred to as "Leased Premises"), to-wit:

THAT PORTION of City owned property lying directly and fronting on St. George Street, more particularly described as: Beginning at the southwest corner of Lot 2 of Block 8, CITY OF ST. AUGUSTINE SUBDIVISION and running parallel in a southerly direction along the right of way of St. George Street until reaching the northwest corner of that parcel belonging to FLAGLER COLLEGE (that frontage being approximately 82 feet), thence running easterly along the boundary line parallel for approximately 68 feet, thence running northerly and parallel to the western boundary for a distance of approximately 49 feet to a point, thence running easterly for a distance of approximately 22 feet, thence running northerly for a distance of approximately 33 feet, thence running westerly along the boundary line of Lot Two of Block Eight for a distance of approximately 90 feet to the point of beginning. That being only a section of that described property designated as Suite 81 A Saint George Street, St. Augustine, FL 32084 of approximately 1,000 square feet of interior space. Includes one (1) parking space to be designated by the LESSOR.

(2) **TERM:** The Term of this Lease shall be five (5) years and two (2) months, commencing August 1, 2024 at 12:01 a.m. and expiring September 30, 2029 at 11:59 p.m.

subject to the terms and conditions set forth herein. This agreement may be extended, based on mutual agreement of the parties, for two (2) additional five (5) year terms.

(3) **RENTAL:** The rental of the Leased Premises shall be in the amount of Four hundred, Three Thousand and 00/100 (\$403,000.00) Dollars ("Rent") over the Term of this Agreement and shall be payable monthly, in advance, at a rate of \$6,500.00, plus applicable taxes, commencing on the first day of August, 2024, and on the first day of each consecutive month thereafter during the Term of this Lease. The Rent shall be annually adjusted on the first day of October, 2024 and on the first day of October of each year thereafter based on the increase in the Consumer Price Index (CPI) for southern urban consumers for areas with a population of fewer than 50,000 for the measured period of June 1st through May 31st of each year. LESSOR reserves the right to engage a licensed appraiser to conduct a commercial rate study every two (2) years and increase the Rent due based on this study. If LESSEE declines the commercial rate study-based Rent increase, LESSEE may early terminate this Lease Agreement without penalty by providing LESSOR with notice no later than thirty (30) days after receiving the notice of commercial rate study-based Rent increase. The Rent shall be payable the month preceding the month of occupancy and shall be payable to LESSOR at:

CITY OF ST. AUGUSTINE
FINANCE DEPARTMENT
P.O. BOX 210
ST. AUGUSTINE, FLORIDA 32085-0210

A late fee of fifteen (15%) percent of the monthly lease will be assessed for any late payment received after the fifth day of each month. Failure to pay rent, in total, before the end of the fifth day shall be a default of the Terms of this Rental Agreement.

In addition to the Rent payable hereunder, LESSEE shall be responsible, as Additional Rent, for the payment of 40% of any real estate taxes assessed during the Term of this Lease by any governmental agency having taxing authority. Real estate taxes shall be paid within thirty (30) days of the date an invoice for such taxes is transmitted to LESSEE by LESSOR.

LESSEE shall be responsible for timely payment of all personal property taxes, excise, use, sales or other taxes which may be levied for or on account of LESSEE'S occupancy or rental of the Leased Premises now or at any time during the Term of this Agreement.

(4) **UTILITIES:** LESSEE shall pay for all utilities furnished to the Leased Premises, such as gas, electricity, telephone, water and sewer, trash and garbage collection service, and shall make all necessary utility deposits. LESSOR shall not be responsible or liable for any interruption or failure of utility service.

(5) **LICENSES:** LESSEE shall be responsible for obtaining and maintaining at LESSEE'S expense all licenses necessary and required for the operation of the business or businesses conducted by the LESSEE on the Leased Premises.

(6) **MAINTENANCE:** LESSOR covenants and agrees to keep the structural integrity of the interior and exterior of the Leased Premises and the exterior appearance of the Leased Premises in good and sufficient repair, excepting unforeseen casualty not caused by the acts or omissions of the LESSEE, its employees, agents or guests. LESSEE shall maintain the electrical, plumbing and air-conditioning equipment for said Leased Premises in good condition and shall make all above-ground repairs to said equipment. LESSOR shall be responsible for all below-ground repairs. Installation, maintenance and repair of all equipment, fixtures or furnishings to the Leased Premises shall be the sole responsibility of LESSEE. LESSEE agrees to maintain, clean and repair the interior of the Leased Premises at the LESSEE'S sole cost and expense during the continuance of this Lease in good, sound, clean and serviceable condition and repair, except for defects in materials or workmanship in the construction of the building housing the Leased Premises. LESSOR shall not be required to replace, renew or repair any depreciation or damage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests. At the sole option of LESSOR, LESSOR may undertake or contract for the renewal or repair of any damage, electrical failure or plumbing stoppage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests and may charge LESSEE for the reasonable cost of such renewal or repair.

(7) **INDEMNIFICATION:** LESSEE agrees, to the extent allowed by law and except and to the extent caused by the LESSOR'S gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the LESSOR, 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, including, without limitation, any contamination of the Leased Premises, such as the soil or storm water, or by fuel, gas, chemicals or any hazardous substances, or bodily injury, including death, incurred or sustained by any party to this Rental Agreement, any agent or employee of any party to this Rental Agreement or any other person or any governmental agency arising out of or incident to or in connection with the LESSEE'S performance under this Rental Agreement, the LESSEE'S use or occupancy of the Leased Premises, the LESSEE'S acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Rental Agreement or any breach of the terms of this Rental Agreement. LESSEE 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 LESSOR in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Rental Agreement. Compliance with the insurance requirements described in paragraph 8, below, shall not relieve the LESSEE of its liability or obligation to indemnify the LESSOR as set forth in this paragraph. Notwithstanding anything to the contrary in the foregoing or within this Rental Agreement, the LESSOR shall not relinquish or waive any of its rights as a sovereign local government and the LESSOR reserves all rights and defenses under applicable sovereign immunity law.

(8) **HOLD HARMLESS; INSURANCE:** LESSEE agrees that LESSEE will at all times indemnify and save and keep LESSOR harmless from any and all claims for damage and liability to persons or property occasioned, either directly or indirectly, by the use and occupancy of the Leased Premises by the LESSEE and the LESSEE'S invitees, guests, agents and employees, including any court costs and attorney's fees, including any appeals, and shall defend the LESSOR against any such claims. LESSEE, at LESSEE'S expense, shall provide policies of insurance generally known as public liability and property damage insurance and/or "Owner's Landlord and Tenant Insurance" insuring LESSOR and LESSEE against all claims and demands made by any persons whomsoever for injuries of any type and/or kind to persons or property incurred in connection with the operation and/or maintenance of the Leased Premises in a coverage amount of not less than \$1,000,000 for each occurrence for damages to persons or property and \$500,000 for damages to the Leased Premises. **LESSEE shall obtain and deliver to LESSOR prior to or at commencement of this Lease a copy of the original policy showing the LESSOR as a named insured along with a corresponding certificate of insurance and thereafter shall provide copies of all renewals of said policy.** Failure to so provide such a policy or renewals shall constitute a default hereunder. The LESSEE also shall provide to the LESSOR proof of current Worker's Compensation coverage to the extent such coverage is required by law.

(9) **NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the LESSOR as provided in Section 768.28, Florida Statutes.

(10) **USE OF PREMISES:**

- (a) LESSEE shall use the Leased Premises for the purpose of operating a Candy & Confectionary consistent with the terms described in Schedule "A" attached hereto and incorporated herein.
- (b) At no time will the LESSEE allow the sale, purchase, or consumption of alcohol.
- (c) LESSOR reserves the right to require LESSEE to remove any item, either displayed, for sale, or consumption that LESSOR finds is objectionable or not compatible with Schedule "A". Upon written notification to LESSEE by LESSOR, the objectionable item(s) will be immediately removed from the Leased Premises with no recourse by LESSEE. Failure to remove the items constitutes a default of this Lease and will result in termination of this Lease. LESSEE agrees and understands that LESSOR has the discretion to make its determination binding on LESSEE.
- (d) LESSEE will not, nor will LESSEE allow anyone to, reside in the Leased Premises.
- (e) LESSEE shall not be permitted to:

- (1) Use said Leased Premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said Leased Premises.
 - (2) Make or suffer any waste or unlawful, improper or offensive use of said Leased Premises, permit or suffer any noise, disturbances or nuisance on the Leased Premises detrimental to or annoying to LESSEE'S neighbors or allow any use not approved by the LESSOR. No outdoor amplified music or noise is permitted on the Leased Premises after ten o'clock in the evening (10:00 p.m.), and LESSEE must operate the business on the Leased Premises in compliance with all city regulations regarding noise.
 - (3) Hold or conduct any type of auction sales on said Leased Premises.
 - (4) Make any physical changes to the building without consent.
 - (5) Perform any type of excavation on the Leased Premises without the prior, express written permission of LESSOR and only in compliance with applicable city codes relating to protection of archaeological resources;
 - (6) If applicable, permit the electrical panel located in the Leased Premises to be obstructed in any way. The LESSEE shall ensure the existence of at least three (3) feet of unobstructed space and access to the panel at all times; or
 - (7) If applicable, ignite or fail to extinguish immediately any fire located in the fireplaces located within the Leased Premises.
- (f) In the event the building in which the Leased Premises is located is tented for termite infestation, LESSEE will be given thirty (30) days written notice and will vacate the Leased Premises within the thirty (30) days. The LESSEE will not return to the Leased Premises until notified by LESSOR and will hold LESSOR harmless for any loss of business or damage to LESSEE'S equipment, merchandise or property incurred as a result of the vacation of the Leased Premises or the tenting and treatment process.
- (g) **HOURS OF OPERATION (Minimum):** The LESSEE shall open the Leased Premises to the public for business, at a minimum, during the following hours:
- (1) Seven (7) days per week: Sunday, 10:00 a.m. to 8:00 p.m.; Monday through Thursday, 10:00 a.m. to 9:00 p.m.; Friday and Saturday, 10:00 a.m. to 10:00 p.m.
 - (2) LESSEE shall not be closed for vacations or any purpose during the hours set forth herein without the prior express written consent of LESSOR, which consent will not be unreasonably withheld. In the event LESSEE closes the Leased Premises due to an emergency, LESSEE shall notify LESSOR of such closure within twenty-four (24) hours. If the emergency is not due to the fitness or habitability of the Leased Premises, the Leased

Premises shall not be closed due to an emergency for longer than forty-eight (48) hours without the written consent of LESSOR, which consent will not be unreasonably withheld.

(11) INSPECTION AND REPAIRS:

- (a) LESSOR and LESSOR'S agents shall have the right to make such inspection of the Leased Premises as LESSOR may from time-to-time desire, such inspection to be at reasonable times. LESSEE acknowledges and agrees to allow LESSOR the right of access to the Leased Premises at any time during the Hours of Operation described in paragraph 10(g), and at any other time in the case of an emergency as determined by LESSOR. LESSEE must provide LESSOR with an emergency contact number for an authorized representative of LESSEE to provide access as requested by LESSOR. In addition to all other remedies available under this Agreement or available at law, if emergency access is delayed or denied, and LESSOR determines that delay would cause a threat to public safety, damage LESSOR'S property, or affect adjacent property, LESSEE agrees to be solely responsible for the costs of emergency entry and access to the Leased Premises, including all costs incurred by LESSOR and any resulting damages incurred by LESSOR in forcibly creating an emergency entry unto the Leased Premises. The right of entry and inspection found in this section is a critical term and any violation or breach of this right by LESSEE may be deemed an immediate default of the Agreement and subject to the LESSOR'S termination of the Lease pursuant to paragraph 21 of this Agreement.
- (b) If LESSOR or LESSOR'S agents find that the Leased Premises are not in good order and repair and in order to protect and preserve said Leased Premises, LESSOR may serve written notice upon LESSEE notifying LESSEE to make the desired repairs within fifteen (15) days after receipt of said notice. Upon the failure of LESSEE to make all such repairs within said fifteen (15) days, LESSOR may enter upon the Leased Premises and make repairs at LESSEE'S expense, and the costs of same shall be due and payable to LESSOR upon written demand. Failure to immediately pay for repairs made by LESSOR at LESSEE'S expense shall constitute a default hereunder.
- (c) LESSEE shall have the duty to notify LESSOR of any defect in the Leased Premises for which the LESSOR owes a duty pursuant to the Terms of this Lease Agreement to maintain, repair or replace immediately upon LESSEE becoming aware of such defect. If LESSEE fails to immediately notify LESSOR of any such defect, LESSOR shall not be responsible for damage to LESSEE'S property which may be caused by said defect which could have been prevented by LESSEE'S prompt action, and LESSEE shall be

responsible for any consequential damages which may arise as a proximate cause of LESSEE'S failure to notify LESSOR of such defect.

(12) SIGNS, ADVERTISING AND OTHER ITEMS: No interior or exterior window signs, advertising, painting on the interior or exterior of the building or painting on the interior or exterior of the windows of the Leased Premises shall be permitted without the prior written approval of the LESSOR. Any such signs, advertising or painting shall conform to all existing laws and ordinances, including the Code of the City of St. Augustine relating to zoning in the Historic Districts. The LESSEE shall not place any items, furniture, fixtures, merchandise or other items of any description at any location other than inside the Leased Premises.

(13) ALTERATIONS, REPAIRS: LESSEE shall not make changes in or to the interior or exterior of the Leased Premises without prior written consent of LESSOR. Any approved changes, additions, alterations, improvements or repairs shall be made at the sole cost of LESSEE. Any such changes, additions, alterations, improvements or repairs shall immediately become part of the realty and the property of LESSOR and shall remain upon said Leased Premises and be surrendered therewith upon expiration or other termination of this Lease without any reimbursement being due LESSEE therefore, except for free-standing items not secured to the ceiling, walls or floor.

(14) ITEMS FURNISHED BY LESSEE: LESSEE will furnish all equipment, fixtures, furnishings, supplies, house wares, decoration, floor coverings, drapes and all other items as necessary to operate LESSEE'S business on the Leased Premises

(15) ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY AND MAY EXERCISE ALL RIGHTS OF A LESSOR AS PROVIDED BY FLORIDA LAW REGARDING DISPOSITION OF ABANDONED PROPERTY.

(16) ASSIGNING AND SUBLETTING:

(a) LESSEE shall not assign said Lease, or any part thereof, or mortgage this Lease or any interest therein, or, if LESSEE is a corporation, LESSEE'S shareholders shall not transfer a majority interest in the company to any party or parties, except upon the prior written approval of LESSOR.

(b) Subleasing of the Leased Premises is strictly prohibited under this Lease. Any subleasing of the Leased Premises will be considered a violation of the Lease and considered a default for purposes of paragraph 21 of this Lease.

(17) FORCE MAJEURE: In the event the Leased Premises shall be damaged or rendered untenable in whole or in part as a result of the consequences of fire or other casualty, including all weather events and acts of God, during the term hereof, LESSOR at LESSOR'S option shall:

- (a) Restore same to tenantable condition within a reasonable period of time; or
- (b) Terminate this Lease without liability of any kind to LESSEE. In the event LESSOR elects to restore the Leased Premises, the Rent shall abate pro rata during the untenability of the Leased Premises. If only a portion of the Leased Premises is deemed untenable, the Rent shall abate pro rata based on square footage deemed untenable until same shall be restored to a tenantable condition.

(18) **COVENANT TO OCCUPY:** LESSEE hereby covenants and agrees to continue in occupancy of said Leased Premises and to pay the Rent as agreed during the entire Term of the Lease and hereby expressly covenants to be and remain liable for all damages sustained by LESSOR by virtue of the LESSEE'S failure to continue occupancy of said Leased Premises and failure to pay the Rent as required.

(19) **RESPONSIBILITY FOR DAMAGE TO CONTENTS:** LESSEE covenants and agrees to assume full responsibility for all damage to the personal property and contents of the Leased Premises, whether such personal property is owned by LESSEE or in possession of LESSEE, and agrees to hold LESSOR harmless for any damage to said personal property and contents from any cause whatever. LESSEE shall be responsible for all costs necessary to procure and maintain insurance coverage for the personal property and contents.

(20) **LESSEE'S CANCELLATION RIGHT:** Provided no event of default exists when Lessee delivers the Cancellation Notice, Lessee may cancel the Lease upon sixty (60) days' notice to Lessor, by delivering to Lessor written notice thereof.

(21) **DEFAULT:**

Rent:

- (a) If the Rent herein reserved for LESSOR, or any part thereof, or any other moneys due LESSOR hereunder, shall not be paid when due or should LESSEE be in default under any other provision of this Lease and should remain in default after written notice to LESSEE of said non-payment or for other default, then in such event LESSOR, without further notice, may at any time thereafter:

- (1) Terminate this Lease, reenter the Leased Premises and hold LESSEE liable in damages; or
- (2) Reenter the Leased Premises and rent same, with or without the fixtures, furniture and equipment that may be therein, for the account of LESSEE, at such price and on such terms and for such duration of time as LESSOR may determine and shall receive the rent, applying same to the payment of rent or other moneys due hereunder, and LESSEE shall be liable for any deficiency incurred; or

- (3) Utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida. All remedies granted hereunder are deemed cumulative and not exclusive.

Other Breach:

- (a) Breach – If LESSEE violates any of the terms and conditions of this Agreement, other than those described in Section (a), Rent, LESSOR will provide LESSEE notice of the breach consistent with Section (b), Notice, below.
- (b) Notice – For the purposes of any notices regarding a breach to LESSEE, LESSOR shall mail same, via regular U.S. Mail to the address provided by LESSEE herein. LESSOR may also provide notices to LESSEE via email at kevinmeyers64@gmail.com. LESSEE agrees that notice shall be deemed completed upon LESSOR transferring the notice correspondence to the United States Postal Service or by electronic mail exchange.
- (c) Default – LESSEE shall have fifteen (15) days from the date of the notice in section (b) above, to cure the breach identified in the notice. Failure to cure the breach timely shall have the effect of LESSEE acknowledging the breach by default, and LESSOR may then utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida, including by not limited to, termination of the Lease or non-renewal of the Lease.

(22) ATTORNEY'S FEES AND COURT COSTS: In the event LESSOR incurs any expense in collecting any sum of money due under this Lease for Rent or otherwise, in the event the LESSOR shall bring legal action for the purpose of evicting or ejecting LESSEE from the Leased Premises or if the LESSOR shall bring legal action for the purpose of enforcing performance by LESSEE of any of the several agreements, conditions and covenants contained herein, LESSEE, should the LESSOR prevail in such legal action, covenants and agrees to pay to LESSOR all such expenses and all expenses and costs of litigation, including any appeals, and including a reasonable attorney's fee for LESSOR'S attorney.

(23) CHOICE OF LAW; VENUE: This Lease shall be interpreted according to the laws of the State of Florida, and venue for any action regarding this Lease shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

(24) LEASE NOT RECORDABLE: This Lease shall not be recorded in the public records of St. Johns County, Florida, and in the event that such Lease is recorded contrary to this provision, the Lease shall terminate and LESSEE shall be responsible for all attorney's fees and court costs incurred by LESSOR in removing said Lease from said public records.

(25) **NOTICES:** Any notices called for hereunder that are required to be delivered to LESSOR shall be mail to LESSOR, postage prepaid, certified mail, return receipt requested, at the following address:

**CITY OF ST. AUGUSTINE
GENERAL SERVICES DEPARTMENT
ATTN: COREY SAKRYD
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210**

For purposes of any notices or correspondence to LESSEE, LESSOR shall mail same, postage prepaid, certified mail, return receipt requested, to the following address:

**SAVANNAH SWEETS
ATTN: KEVIN MEYERS
PO Box 14067
SAVANNAH, GA 31416**

(26) **NO DISCRIMINATION:** The LESSEE shall not discriminate against employees, applicants for employment, or the public because of age, race, religion, creed, color, handicap, national origin, marital status, or sex.

(27) **SUCCESSORS AND ASSIGNS:** The terms, covenants, conditions, provisions and agreements contained in this Lease shall in every case apply to, be binding upon, and inure to the benefit of the parties herein and their respective successors and assigns; it being agreed, however, that no assignment in violation of the provisions of this Lease shall vest any right or title in or to this Lease or to the leasehold estate thereby created.

(28) **PARTIAL INVALIDITY:** If any term or provision of this Lease or the application thereof to any person or circumstance to any extent, shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms or provisions of this Lease shall be deemed valid and enforceable to the extent permitted by law.

(29) **NON-WAIVER:** No waiver or any covenants or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenants or condition or any other covenants or condition of this Lease.

(30) **ENTIRE AGREEMENT:** This Lease is the entire agreement between the parties, and no amendment or modification to this Lease shall be effective unless made in writing and signed by all parties.

IN WITNESS WHEREOF, LESSOR has caused this Lease to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto fixed, and LESSEE has hereunto set his hand and seal, this _____ day of _____, 2024.

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

“LESSOR”

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

BY: _____
David Birchim, City Manager

Signed, sealed and delivered in the presence of:

Witness
Print: _____

Witness
Print: _____

“LESSEE”

SAVANNAH SWEETS, INC.

BY: _____

Print: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

SCHEDULE "A" FOR RESTAURANT

APPROVED SAMPLE MENU

LESSEE acknowledges and agrees that changes to the menu (attached and incorporated herein as **Exhibit "A"**) are material to this Agreement and must be pre-approved in writing by LESSOR. LESSEE further acknowledges and agrees that LESSOR has relied on LESSEE'S agreement to avoid selling to the public menu items in conflict with or duplicative of LESSOR'S adjacent tenants, and that these terms are also material to this Agreement. In the event of a dispute between adjacent tenants of LESSOR, regarding compliance with this section, LESSEE agrees to be bound by the decision of the City Manager, and this decision shall be final.

Pralines

Various Hand Dip Chocolates and Clusters

Caramel Apples with and without nuts

Caramel Paws with various nuts (Pecans, Cashews, Almonds, Pistachios, Peanuts etc.)

Popcorn Plain and flavored.

Fudge

Truffles

Rice Krispy Treats with various toppings and chocolates

Marshmallow pops with various types of toppings and chocolates

Pretzels with various types of toppings and chocolates

Beverages/Soft Drinks/Bottle Water

Candy Gift Baskets and boxes.

Nostalgic Bulk and Box Candies

Jelly Belly candies

Salt Water Taffy

Various other types of Confectionary Candies

LEASE AGREEMENT

THIS LEASE is made and entered into by and between **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 "LESSOR"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32085, and **FLORIDA CRACKER CAFE, LLC, a Florida limited liability company**, a Florida limited liability company (hereinafter referred to as "LESSEE"), whose mailing address is 81B St. George Street, St. Augustine, FL 32084.

WITNESSETH:

That in consideration of the covenants herein contained and the Rent to be paid, LESSOR and LESSEE hereby agree as follows:

(1) **LEASED PREMISES:** LESSOR does hereby rent, lease and demise unto LESSEE, and LESSEE does take from LESSOR, for a Term hereinafter provided, and in all instances in the condition as presented as of the date of this Lease, the following described premises located in St. Augustine, St. Johns County, Florida (hereinafter referred to as "Leased Premises"), to-wit:

THAT PORTION of City owned property lying directly and fronting on St. George Street, more particularly described as: Beginning at the southwest corner of Lot 2 of Block 8, CITY OF ST. AUGUSTINE SUBDIVISION and running parallel in a southerly direction along the right of way of St. George Street until reaching the northwest corner of that parcel belonging to FLAGLER COLLEGE (that frontage being approximately 82 feet), thence running easterly along the boundary line parallel for approximately 68 feet, thence running northerly and parallel to the western boundary for a distance of approximately 49 feet to a point, thence running easterly for a distance of approximately 22 feet, thence running northerly for a distance of approximately 33 feet, thence running westerly along the boundary line of Lot Two of Block Eight for a distance of approximately 90 feet to the point of beginning.

That being only a section of that described property designated as Suite 81 B Saint George Street, St. Augustine, FL 32084 of approximately 1,500 square feet of interior space and approximately 390 square feet of exterior covered and uncovered dining area to be used in conjunction with the restaurant. Includes two (2) parking spaces to be designated by the LESSOR.

(2) **TERM:** The Term of this Lease shall be five (5) years and two (2) months, commencing August 1, 2024 at 12:01 a.m. and expiring September 30, 2029 at 11:59 p.m., subject to the terms and conditions set forth herein. This agreement may be extended, based on mutual agreement of the parties, for two (2) additional five (5) year terms.

(3) **RENTAL:** The rental of the Leased Premises shall be in the amount of Four Hundred Sixty-five Thousand and 00/100 (\$465,000.00) Dollars ("Rent") over the Term of this Agreement and shall be payable monthly, in advance, at a rate of \$7,500.00, plus applicable taxes, commencing on the 1st day of August, 2024, and on the first day of each consecutive month thereafter during the Term of this Lease. The Rent shall be annually adjusted on the first day of October, 2024 based on the increase in the Consumer Price Index (CPI) for southern urban consumers for areas with a population of fewer than 50,000 for the measured period of June 1st through May 31st of each year. LESSOR reserves the right to engage a licensed appraiser to conduct a commercial rate study every two (2) years and increase the Rent due based on this study. If LESSEE declines the commercial rate study-based Rent increase, LESSEE may early terminate this Lease Agreement without penalty by providing LESSOR with notice no later than thirty (30) days after receiving the notice of commercial rate study-based Rent increase. The Rent shall be payable the month preceding the month of occupancy and shall be payable to LESSOR at:

**CITY OF ST. AUGUSTINE
DEPARTMENT OF FINANCE
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210**

A late fee of fifteen (15%) percent of the monthly lease will be assessed for any late payment received after the fifth day of each month. Failure to pay rent, in total, before the end of the fifth day shall be a default of the Terms of this Rental Agreement.

In addition to the Rent payable hereunder, LESSEE shall be responsible, as Additional Rent, for the payment of 60% of any real estate taxes assessed during the Term of this Lease by any governmental agency having taxing authority. Real estate taxes shall be paid within thirty (30) days of the date an invoice for such taxes is transmitted to LESSEE by LESSOR.

LESSEE shall be responsible for timely payment of all personal property taxes, excise, use, sales or other taxes which may be levied for or on account of LESSEE'S occupancy or rental of the Leased Premises now or at any time during the Term of this Agreement.

(4) **UTILITIES:** LESSEE shall pay for all utilities furnished to the Leased Premises, such as gas, telephone, and electric and shall make all necessary utility deposits. LESSEE shall be responsible for water and sewer, trash and garbage collection service and is not liable for any interruption or failure of utility service.

(5) **LICENSES:** LESSEE shall be responsible for obtaining and maintaining at LESSEE'S expense all licenses necessary and required for the operation of the business or businesses conducted by the LESSEE on the Leased Premises.

(6) **MAINTENANCE:** LESSOR covenants and agrees to keep the structural integrity of the interior and exterior of the Leased Premises and the exterior appearance of the Leased Premises in good and sufficient repair, excepting unforeseen casualty not caused by the acts or omissions of the LESSEE, its employees, agents or guests. LESSEE shall maintain the electrical, plumbing and air-conditioning equipment for said Leased Premises in good condition and shall make all above-ground repairs to said equipment. LESSOR shall be responsible for all below-ground repairs. Installation, maintenance and repair of all equipment, fixtures or furnishings to the Leased Premises shall be the sole responsibility of LESSEE. LESSEE agrees to maintain, clean and repair the interior of the Leased Premises at the LESSEE'S sole cost and expense during the continuance of this Lease in good, sound, clean and serviceable condition and repair, except for defects in materials or workmanship in the construction of the building housing the Leased Premises. LESSOR shall not be required to replace, renew or repair any depreciation or damage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests. At the sole option of LESSOR, LESSOR may undertake or contract for the renewal or repair of any damage, electrical failure or plumbing stoppage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests and may charge LESSEE for the reasonable cost of such renewal or repair. The LESSEE also agrees to provide the personnel for the daily care and cleaning of the bathrooms according to reasonable standards. The LESSEE agrees to keep clean and stocked the public restrooms (which also serve as restrooms for the restaurant premises) and shall maintain open and free access to the public from 9:00 a.m. to 8:00 p.m. minimum, seven (7) days a week (and longer if the restaurant remains open). The LESSOR agrees to provide all paper products and supplies for the restrooms, all at LESSOR's expense.

(7) **INDEMNIFICATION:** LESSEE agrees, to the extent allowed by law and except and to the extent caused by the LESSOR'S gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the LESSOR, 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, including, without limitation, any contamination of the Leased Premises, such as the soil or storm water, or by fuel, gas, chemicals or any hazardous substances, or bodily injury, including death, incurred or sustained by any party to this Rental Agreement, any agent or employee of any party to this Rental Agreement or any other person or any governmental agency arising out of or incident to or in connection with the LESSEE'S performance under this Rental Agreement, the LESSEE'S use or occupancy of the Leased Premises, the LESSEE'S acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Rental Agreement or any breach of the terms of this Rental Agreement. LESSEE 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 LESSOR in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Rental Agreement. Compliance with the insurance requirements described in paragraph 8, below, shall not relieve the LESSEE of its liability or obligation to indemnify the LESSOR as set forth in this paragraph. Notwithstanding anything to the contrary in the foregoing or within this Rental Agreement, the LESSOR shall not relinquish or waive any of its rights as a sovereign local government and the LESSOR reserves all rights and defenses under applicable sovereign immunity law.

(8) HOLD HARMLESS; INSURANCE: LESSEE agrees that LESSEE will at all times indemnify and save and keep LESSOR harmless from any and all claims for damage and liability to persons or property occasioned, either directly or indirectly, by the use and occupancy of the Leased Premises by the LESSEE and the LESSEE'S invitees, guests, agents and employees, including any court costs and attorney's fees, including any appeals, and shall defend the LESSOR against any such claims. LESSEE, at LESSEE'S expense, shall provide policies of insurance generally known as public liability and property damage insurance and/or "Owner's Landlord and Tenant Insurance" insuring LESSOR and LESSEE against all claims and demands made by any persons whomsoever for injuries of any type and/or kind to persons or property incurred in connection with the operation and/or maintenance of the Leased Premises in a coverage amount of not less than \$1,000,000 for each occurrence for damages to persons or property and \$500,000 for damages to the Leased Premises. **LESSEE shall obtain and deliver to LESSOR prior to or at commencement of this Lease a copy of the original policy showing the LESSOR as a named insured along with a corresponding certificate of insurance and thereafter shall provide copies of all renewals of said policy.** Failure to so provide such a policy or renewals shall constitute a default hereunder. The LESSEE also shall provide to the LESSOR proof of current Worker's Compensation coverage to the extent such coverage is required by law.

(9) NO WAIVER OF SOVEREIGN IMMUNITY: Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the LESSOR as provided in Section 768.28, Florida Statutes.

(10) USE OF PREMISES:

- (a) LESSEE shall use the Leased Premises for the purpose of operating a café business consistent with the terms described in Schedule "A" attached hereto and incorporated herein.
- (b) LESSEE shall not sell, serve, allow the consumption of or otherwise dispose of on said Leased Premises any intoxicating beverages other than beer and wine.
- (c) LESSOR reserves the right to require LESSEE to remove any item, either displayed, for sale, or consumption that LESSOR finds is objectionable or

not compatible with Schedule "A". Upon written notification to LESSEE by LESSOR, the objectionable item(s) will be immediately removed from the Leased Premises with no recourse by LESSEE. Failure to remove the items constitutes a default of this Lease and will result in termination of this Lease. LESSEE agrees and understands that LESSOR has the discretion to make its determination binding on LESSEE.

- (d) LESSEE will not, nor will LESSEE allow anyone to, reside in the Leased Premises.
- (e) LESSEE shall not be permitted to:
 - (1) Use said Leased Premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said Leased Premises.
 - (2) Make or suffer any waste or unlawful, improper or offensive use of said Leased Premises, permit or suffer any noise, disturbances or nuisance on the Leased Premises detrimental to or annoying to LESSEE'S neighbors or allow any use not approved by the LESSOR. No outdoor amplified music or noise is permitted on the Leased Premises after ten o'clock in the evening (10:00 p.m.), and LESSEE must operate the business on the Leased Premises in compliance with all city regulations regarding noise.
 - (3) Hold or conduct any type of auction sales on said Leased Premises.
 - (4) Make any physical changes to the building without consent.
 - (5) Perform any type of excavation on the Leased Premises without the prior, express written permission of LESSOR and only in compliance with applicable city codes relating to protection of archaeological resources;
 - (6) If applicable, permit the electrical panel located in the Leased Premises to be obstructed in any way. The LESSEE shall ensure the existence of at least three (3) feet of unobstructed space and access to the panel at all times; or
 - (7) If applicable, ignite or fail to extinguish immediately any fire located in the fireplaces located within the Leased Premises.
- (f) In the event the building in which the Leased Premises is located is tented for termite infestation, LESSEE will be given thirty (30) days written notice and will vacate the Leased Premises within the thirty (30) days. The LESSEE will not return to the Leased Premises until notified by LESSOR and will hold LESSOR harmless for any loss of business or damage to LESSEE'S equipment, merchandise or property incurred as a result of the vacation of the Leased Premises or the tenting and treatment process.
- (g) **HOURS OF OPERATION (Minimum):** The LESSEE shall open the Leased Premises to the public for business, at a minimum, during the following hours:

- (1) Monday 10:00 a.m. to 4:00 p.m.; Closed Tuesday and Wednesday; Thursday 11:00 a.m. to 3:00 p.m.; Friday 11:00 a.m. to 5:00 p.m.; Saturday 11:00 a.m. to 9:00 p.m., and Sunday 11:00 a.m. to 5:00 p.m.
- (2) LESSEE shall not be closed for vacations or any purpose during the hours set forth herein without the prior express written consent of LESSOR, which consent will not be unreasonably withheld. In the event LESSEE closes the Leased Premises due to an emergency, LESSEE shall notify LESSOR of such closure within twenty-four (24) hours. If the emergency is not due to the fitness or habitability of the Leased Premises, the Leased Premises shall not be closed due to an emergency for longer than forty-eight (48) hours without the written consent of LESSOR, which consent will not be unreasonably withheld.

(11) INSPECTION AND REPAIRS:

- (a) LESSOR and LESSOR'S agents shall have the right to make such inspection of the Leased Premises as LESSOR may from time-to-time desire, such inspection to be at reasonable times. LESSEE acknowledges and agrees to allow LESSOR the right of access to the Leased Premises at any time during the Hours of Operation described in paragraph 10(g), and at any other time in the case of an emergency as determined by LESSOR. LESSEE must provide LESSOR with an emergency contact number for an authorized representative of LESSEE to provide access as requested by LESSOR. In addition to all other remedies available under this Agreement or available at law, if emergency access is delayed or denied, and LESSOR determines that delay would cause a threat to public safety, damage LESSOR'S property, or affect adjacent property, LESSEE agrees to be solely responsible for the costs of emergency entry and access to the Leased Premises, including all costs incurred by LESSOR and any resulting damages incurred by LESSOR in forcibly creating an emergency entry unto the Leased Premises. The right of entry and inspection found in this section is a critical term and any violation or breach of this right by LESSEE may be deemed an immediate default of the Agreement and subject to the LESSOR'S termination of the Lease pursuant to paragraph 21 of this Agreement.
- (b) If LESSOR or LESSOR'S agents find that the Leased Premises are not in good order and repair and in order to protect and preserve said Leased Premises, LESSOR may serve written notice upon LESSEE notifying LESSEE to make the desired repairs within fifteen (15) days after receipt of said notice. Upon the failure of LESSEE to make all such repairs within said fifteen (15) days, LESSOR may enter upon the Leased Premises and make repairs at LESSEE'S expense, and the costs of same shall be due and payable to LESSOR upon written demand. Failure to immediately pay for

repairs made by LESSOR at LESSEE'S expense shall constitute a default hereunder.

- (c) LESSEE shall have the duty to notify LESSOR of any defect in the Leased Premises for which the LESSOR owes a duty pursuant to the Terms of this Lease Agreement to maintain, repair or replace immediately upon LESSEE becoming aware of such defect. If LESSEE fails to immediately notify LESSOR of any such defect, LESSOR shall not be responsible for damage to LESSEE'S property which may be caused by said defect which could have been prevented by LESSEE'S prompt action, and LESSEE shall be responsible for any consequential damages which may arise as a proximate cause of LESSEE'S failure to notify LESSOR of such defect.

(12) **SIGNS, ADVERTISING AND OTHER ITEMS:** No interior or exterior window signs, advertising, painting on the interior or exterior of the building or painting on the interior or exterior of the windows of the Leased Premises shall be permitted without the prior written approval of the LESSOR. Any such signs, advertising or painting shall conform to all existing laws and ordinances, including the Code of the City of St. Augustine relating to zoning in the Historic Districts. The LESSEE shall not place any items, furniture, fixtures, merchandise or other items of any description at any location other than inside the Leased Premises.

(13) **ALTERATIONS, REPAIRS:** LESSEE shall not make changes in or to the interior or exterior of the Leased Premises without prior written consent of LESSOR. Any approved changes, additions, alterations, improvements or repairs shall be made at the sole cost of LESSEE. Any such changes, additions, alterations, improvements or repairs shall immediately become part of the realty and the property of LESSOR and shall remain upon said Leased Premises and be surrendered therewith upon expiration or other termination of this Lease without any reimbursement being due LESSEE therefore, except for free-standing items not secured to the ceiling, walls or floor.

(14) **ITEMS FURNISHED BY LESSEE:** LESSEE will furnish all equipment, fixtures, furnishings, supplies, house wares, decoration, floor coverings, drapes and all other items as necessary to operate LESSEE'S business on the Leased Premises

(15) **ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY AND MAY EXERCISE ALL RIGHTS OF A LESSOR AS PROVIDED BY FLORIDA LAW REGARDING DISPOSITION OF ABANDONED PROPERTY.

(16) **ASSIGNING AND SUBLETTING:**

- (a) LESSEE shall not assign said Lease, or any part thereof, or mortgage this Lease or any interest therein, or, if LESSEE is a corporation, LESSEE'S

shareholders shall not transfer a majority interest in the company to any party or parties, except upon the prior written approval of LESSOR.

- (b) Subleasing or concessionaire agreements of the Leased Premises are strictly prohibited under this Lease. Any subleasing/concessionaire of the Leased Premises will be considered a violation of the Lease and considered a default for purposes of paragraph 21 of this Lease.

(17) **FORCE MAJEURE:** In the event the Leased Premises shall be damaged or rendered untenable in whole or in part as a result of the consequences of fire or other casualty, including all weather events and acts of God, during the term hereof, LESSOR at LESSOR'S option shall:

- (a) Restore same to tenantable condition within a reasonable period of time; or
- (b) Terminate this Lease without liability of any kind to LESSEE. In the event LESSOR elects to restore the Leased Premises, the Rent shall abate pro rata during the untenability of the Leased Premises. If only a portion of the Leased Premises is deemed untenable, the Rent shall abate pro rata based on square footage deemed untenable until same shall be restored to a tenantable condition.

(18) **COVENANT TO OCCUPY:** LESSEE hereby covenants and agrees to continue in occupancy of said Leased Premises and to pay the Rent as agreed during the entire Term of the Lease and hereby expressly covenants to be and remain liable for all damages sustained by LESSOR by virtue of the LESSEE'S failure to continue occupancy of said Leased Premises and failure to pay the Rent as required.

(19) **RESPONSIBILITY FOR DAMAGE TO CONTENTS:** LESSEE covenants and agrees to assume full responsibility for all damage to the personal property and contents of the Leased Premises, whether such personal property is owned by LESSEE or in possession of LESSEE, and agrees to hold LESSOR harmless for any damage to said personal property and contents from any cause whatever. LESSEE shall be responsible for all costs necessary to procure and maintain insurance coverage for the personal property and contents.

(20) **LESSEE'S CANCELLATION RIGHT:** Provided no event of default exists when Lessee delivers the Cancellation Notice, Lessee may cancel the Lease upon thirty (30) days' notice to Lessor, by delivering to Lessor written notice thereof.

(21) **DEFAULT:**

Rent:

- (a) If the Rent herein reserved for LESSOR, or any part thereof, or any other moneys due LESSOR hereunder, shall not be paid when due or should LESSEE be in default under any other provision of this Lease and should remain in default after written notice to LESSEE of said non-payment or for

other default, then in such event LESSOR, without further notice, may at any time thereafter:

- (1) Terminate this Lease, reenter the Leased Premises and hold LESSEE liable in damages; or
- (2) Reenter the Leased Premises and rent same, with or without the fixtures, furniture and equipment that may be therein, for the account of LESSEE, at such price and on such terms and for such duration of time as LESSOR may determine and shall receive the rent, applying same to the payment of rent or other moneys due hereunder, and LESSEE shall be liable for any deficiency incurred; or
- (3) Utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida. All remedies granted hereunder are deemed cumulative and not exclusive.

Other Breach:

- (a) Breach – If LESSEE violates any of the terms and conditions of this Agreement, other than those described in Section (a), Rent, LESSOR will provide LESSEE notice of the breach consistent with Section (b), Notice, below.
- (b) Notice – For the purposes of any notices regarding a breach to LESSEE, LESSOR shall mail same, via regular U.S. Mail to the address provided by LESSEE herein. LESSOR may also provide notices to LESSEE via email at XXXXXXXXXXXXXX. LESSEE agrees that notice shall be deemed completed upon LESSOR transferring the notice correspondence to the United States Postal Service or by electronic mail exchange.
- (c) Default – LESSEE shall have fifteen (15) days from the date of the notice in section (b) above, to cure the breach identified in the notice. Failure to cure the breach timely shall have the effect of LESSEE acknowledging the breach by default, and LESSOR may then utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida, including by not limited to, termination of the Lease or non-renewal of the Lease. LESSEE will be afforded one opportunity to cure one event of violation of the noise/music condition described in 10 (e) (2). Repeat violations will result in a breach by default.

(22) **ATTORNEY'S FEES AND COURT COSTS:** In the event LESSOR incurs any expense in collecting any sum of money due under this Lease for Rent or otherwise, in the event the LESSOR shall bring legal action for the purpose of evicting or ejecting LESSEE from the Leased Premises or if the LESSOR shall bring legal action for the purpose of enforcing performance by LESSEE of any of the several agreements, conditions and covenants contained herein, LESSEE, should the LESSOR prevail in such legal action, covenants and agrees to pay to LESSOR all such expenses and all expenses and costs of

litigation, including any appeals, and including a reasonable attorney's fee for LESSOR'S attorney.

(23) **CHOICE OF LAW; VENUE:** This Lease shall be interpreted according to the laws of the State of Florida, and venue for any action regarding this Lease shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

(24) **LEASE NOT RECORDABLE:** This Lease shall not be recorded in the public records of St. Johns County, Florida, and in the event that such Lease is recorded contrary to this provision, the Lease shall terminate and LESSEE shall be responsible for all attorney's fees and court costs incurred by LESSOR in removing said Lease from said public records.

(25) **NOTICES:** Any notices called for hereunder that are required to be delivered to LESSOR shall be mail to LESSOR, postage prepaid, certified mail, return receipt requested, at the following address:

**CITY OF ST. AUGUSTINE
GENERAL SERVICES DEPARTMENT
ATTN: COREY SAKRYD
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210**

For purposes of any notices or correspondence to LESSEE, LESSOR shall mail same, postage prepaid, certified mail, return receipt requested, to the following address:

**FLORIDA CRACKER CAFE, LLC
ATTN: TRAVIS GRAFFT
81 B ST GEORGE STREET
ST. AUGUSTINE, FL 32084**

(26) **NO DISCRIMINATION:** The LESSEE shall not discriminate against employees, applicants for employment, or the public because of age, race, religion, creed, color, handicap, national origin, marital status, or sex.

(27) **SUCCESSORS AND ASSIGNS:** The terms, covenants, conditions, provisions and agreements contained in this Lease shall in every case apply to, be binding upon, and inure to the benefit of the parties herein and their respective successors and assigns; it being agreed, however, that no assignment in violation of the provisions of this Lease shall vest any right or title in or to this Lease or to the leasehold estate thereby created.

(28) **PARTIAL INVALIDITY:** If any term or provision of this Lease or the application thereof to any person or circumstance to any extent, shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms or provisions of this Lease shall be deemed valid and enforceable to the extent permitted by law.

(29) **NON-WAIVER:** No waiver or any covenants or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenants or condition or any other covenants or condition of this Lease.

(30) **ENTIRE AGREEMENT:** This Lease is the entire agreement between the parties, and no amendment or modification to this Lease shall be effective unless made in writing and signed by all parties.

IN WITNESS WHEREOF, LESSOR has caused this Lease to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto fixed, and LESSEE has hereunto set his hand and seal, this _____ day of _____, 2024.

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

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

Signed, sealed and delivered in the
presence of:

Witness

Print: _____

Witness

Print: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

"LESSOR"

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

BY: _____
David Birchim, City Manager

"LESSEE"

**FLORIDA CRACKER CAFE, a Florida
limited liability company**

BY: _____

Print: _____

Title: _____

SCHEDULE "A" FOR RESTAURANT

APPROVED SAMPLE MENU

LESSEE acknowledges and agrees that changes to the menu (attached and incorporated herein as **Exhibit "A"**) are material to this Agreement and must be pre-approved in writing by LESSOR. LESSEE further acknowledges and agrees that LESSOR has relied on LESSEE'S agreement to avoid selling to the public menu items in conflict with or duplicative of LESSOR'S adjacent tenants, and that these terms are also material to this Agreement. In the event of a dispute between adjacent tenants of LESSOR, regarding compliance with this section, LESSEE agrees to be bound by the decision of the City Manager, and this decision shall be final.

FLORIDA CRACKER CAFE

WWW.FLORIDACRACKERCAFE.COM 904-829-0397

81 ST. GEORGE STREET, ST. AUGUSTINE, FL 32084

KIDS MENU (12 & UNDER)

Kids Fried Shrimp

Served with French Fries or Applesauce 8.75

Corn Dog

Served with French Fries or Applesauce 8.75

Grilled Cheese

Served with French Fries or Applesauce 8.75

All Beef Hot Dog

Served with French Fries or Applesauce 8.75

Peanut Butter & Jelly

Served with French Fries or Applesauce 8.75

Crispy Chicken Tenders

Served with French Fries or Applesauce 9.50

Cheddar Cheeseburger

Served with French Fries or Applesauce 9.50



HOMEMADE DESSERTS

Our Famous Key Lime Pie

A Florida traditional Favorite 7.25

Susan's Peanut Butter Pie

Whipped peanut butter, with chocolate ganache 6.75

Barq's Root Beer Float

Classic Float with French Vanilla Ice Cream & Delicious Barq's Root Beer 5.12

****Price listed reflects credit card prices. We offer a discount to those who pay in cash. We no longer accept American Express.***

BEVERAGES

- Coke, Diet Coke, Sprite, Mr. Pibb, Barqs Root Beer, Pink Lemonade, or Fresh Brewed Iced Tea 3.50
- Juice (Apple / Orange)..... 3.75
- Bottle Spring Water 2.75
- Coffee, Hot Tea, Hot Chocolate... 3.50
- Sparkling Water 3.75
- Fresh Squeezed Lemonade Sm... 2.50 Lrg .. 5.00

Draft Beer: Blue Moon, Dog Rose Rhapsody Red Ale, Ancient City Ponce's Pale Ale, Stella Artois, Islamorada Sandbar Sunday Ale, Duval Light Lager

Bottles: Michelob Ultra, Corona, Duke's Brown Ale, Ace Pineapple Cider, Woodchuck Amber Cider, Mad Manatee IPA, Miller Light, Yuengling Lager

FLORIDA CRACKER CAFÉ

WWW.FLORIDACRACKERCAFE.COM 904-829-0397

81 ST. GEORGE STREET, ST. AUGUSTINE, FL 32084

SHAREABLES

Minorcan or New England Chowders

Spicy Tomato or Traditional Cup: 6.25 Bowl: 8.25

Florida Gator Tail

Lightly Fried & Served w/ Our Own Marmalade Sauce
(local favorite) 14.95

Cornbread Basket

Served w/ Our Own Sweet Honey Butter 9.75

Peel n' Eat Shrimp

Served Chilled w/ Cocktail Sauce & Cracker Slaw
¼ Pound 12.75..... ½ Pound 18.50

Conch Fritters

Original Bahamian Style 11.25

Buffalo Shrimp

Tender Shrimp Tossed In Tangy Buffalo Sauce 12.50

Fried Green Tomatoes

A Southern Tradition of Lightly Fried Tomatoes Served With Our
Own Remoulade Sauce 12.75

Black Bean Hummus

Seasoned Black Beans Blended w/ House Spices & Served with
Homemade Kettle Chips 9.50

Honey Datil Glazed Shrimp n' Grits

Blackened Shrimp Glazed With a Sweet & Spicy Datil Sauce, Served
Over Cheesy Grits & Topped
With Crumbled Bacon 11.75

SALADS

Caesar Salad

Chopped Romaine Tossed w/ Parmesan,
Croutons, Caesar Dressing & Served with
Garlic Toast Points 14.50

Turkey Cobb Salad

Diced Turkey, Shredded Cheddar, Tomato, Egg, Black Olives, & Bacon
served with a
Creamy Ranch Dressing 17.75

House Salad

Mixed Lettuce, Cucumbers, Diced Tomatoes, Carrots, Red Onion,
Croutons; Served With a Vinaigrette Dressing 15.50

ADD YOUR CHOICE OF GRILLED OR BLACKENED:

- Chicken Breast6.75 Shrimp ...5.95
- Catch of the Day...Market Price

ENTREES

Local Fried Shrimp

Sweet n' Tender (9) 18.50(12)21.50

N' Grits

A Southern Tradition! Delicious Blackened Fish or Choose
Blackened Shrimp Over Cheesy Grits 23.55

Honey Datil Glazed Chicken

A Grilled Chicken Breast basted with a sweet and savory glaze made
from local mild Datil peppers and topped with sliced bacon and
melted Swiss cheese 19.75

Catch Of The Day Platter

Your Choice: Fried, Grilled, or Blackened ... Market Price

Fried Clam Strips

Cooked Tender and Golden 17.95

Crispy Chicken Tenders

All White Chicken Tenderloins Fried and Served With
Our House Made Dill Sauce 16.50

HANDHELDS

Florida Cracker Shrimp Po' Boy

Lightly Fried w/Lettuce, Tomato, Red Onion, Provolone Cheese & a
Cajun Remoulade Sauce on a Toasted Hoagie Roll 17.95

½ Pound Char-Burger

Fresh Black Angus, Char-Grilled w/ Lettuce & Tomato 16.75
Add a Choice of: Cheddar, Swiss, Provolone 1.50 & Bacon 2.75

Chicken Sandwich (Grilled or Blackened)

Served w/ Lettuce & Tomato on a Brioche Bun 16.50

Catch of the Day Sandwich

Served w/ Lettuce, Tomato & Tartar Sauce on a Brioche Bun
(Grilled, Blackened, or Fried) Market Price

ASK ABOUT OUR DAILY SPECIALS

GIFT CARDS & TEE'S ARE AVAILABLE

TEE'S SHIRTS \$14.95

*THE CONSUMPTION OF RAW OR UNDERCOOKED FOOD
MAY CAUSE HARMFUL BACTERIA OR FOOD BORNE
ILLNESS*

**ALL ENTREES & HANDHELDS COME WITH YOUR CHOICE OF 2 SIDE DISHES: PASTA SALAD,
CRACKER COLESLAW, APPLE SAUCE, KETTLE CHIPS, RED POTATO SALAD, CUCUMBER SALAD, FRENCH FRIES OR
CHEESY GRITS**

KIDS MENU (12 & UNDER ONLY)

Served with French Fries or Applesauce

Kids Fried Shrimp, Corn Dog, Grilled Cheese, Hot Dog or Peanut Butter and Jelly	8.75
Crispy Chicken Tenders, or Cheeseburger	9.50

Homemade Desserts

Our Famous Key Lime Pie	7.25
A Florida traditional favorite	

Susan's Peanut Butter Pie	6.75
Whipped peanut butter, with chocolate ganache	

Barq's Root Beer Float	5.12
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Beverages

Coke, Diet Coke, Sprite, Mr. Pibb, Barq's Root Beer, Pink Lemonade, or Fresh Brewed Iced Tea	3.50
Juice (Apple/Orange)	3.75
Coffee, Hot Tea, Hot Chocolate	3.50
Sparkling Water	3.75
Bottled Water	2.75
Fresh Squeezed Lemonade Small	\$2.50
Large	\$5.00

All menu prices subject to change,
based on availability and market pricing

All food is prepared to order with only the freshest
ingredients.

Please allow sufficient time for preparation.
"It's worth the wait"

The consumption of raw or undercooked food may
cause harmful bacteria or food borne illness.

*Price listed reflects credit card payments.
We offer a discount to those who pay in cash.
We Accept: VISA, MASTERCARD & DISCOVER

The Florida Cracker Café has been a favorite of locals & visitors alike in St. Augustine for over 30 years. Situated on St. George Street in the heart of the historic district, The Florida Cracker Café serves a variety of "Florida coastal cuisine", locally inspired menu items using only the freshest ingredients. Enjoy a casual meal in the setting of our contemporary dining room with displayed works of local artists or relax on our open air patio surrounded by the historical scene of the nation's oldest city. We feature a wide variety of menu selections using fresh seafood, Black Angus beef and regionally sourced produce. Join us for a quick & casual lunch or make us your choice for a sensational dinner with friends & family. We look forward to seeing you soon.

Located in the heart of the
Historic District:
81 St George Street
St. Augustine, Florida



FLORIDA CRACKER CAFÉ

"Florida Coastal Cuisine"



LUNCH MENU

Open Daily from 11:00 am

Ask About Our Daily Specials !

904-829-0397

www.FloridaCrackerCafe.com

We offer pet friendly dining on our patio.



HOMEMADE CHOWDER

 Minorcan Clam Chowder	Cup	6.25	Bowl	8.25
Spicy tomato based local favorite				
New England Chowder	Cup	6.25	Bowl	8.25

APPETIZERS

 Florida Gator Tail	Regionally-sourced, seasoned, lightly fried & served with our own marmalade sauce. Vicious & Delicious	14.95
Matanzas Shrimp Dip	Served chilled with homemade kettle Chips and a hint of local Datil pepper	12.50
Corn Bread Basket	Served with our own sweet honey butter	9.75
Black Bean Hummus	Seasoned Black Beans blended with house spices & served with homemade kettle chips	9.75
 Fried Green Tomatoes	A Southern tradition of lightly fried tomatoes served with our own remoulade sauce	12.75

Peel n' Eat Shrimp	1/4LB	12.75	1/2LB	18.50
Served chilled w/ cocktail sauce and a side of Cracker Coleslaw				

Honey Datil Glazed Shrimp n' Grits	Blackened shrimp tossed in a sweet & spicy glaze, served over creamy cheese grits & topped with crumbled bacon	11.75
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Crab Balls	- fried & served with our house recipe of Tartar Sauce	11.50
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SALADS

Classic Caesar Salad	14.50
House Salad Diced tomatoes, cucumbers, shredded carrots, red onion, & croutons. Served with a vinaigrette dressing	15.50
Turkey Cobb Salad Diced turkey, shredded cheddar, tomato egg, black olives & crispy bacon w/creamy Ranch Dressing	17.75

Add your choice of Grilled or Blackened:

Chicken Breast	6.75	Shrimp	5.95	Catch	Market Price
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Your opinion counts. We always want to be 100%.
If we are not, please ask for a manager so we can make it right.

SANDWICHES

 Indicates a local favorite

All sandwiches include homemade pasta salad and a choice of one (1) of the following: Cracker Coleslaw, French Fries, Homemade Kettle Chips, Red Potato Salad, Apple Sauce, Cucumber Salad or our Cheesy Grits

 Florida Cracker Shrimp Po'boy	Lightly fried w/ lettuce, tomato, red onion, melted provolone cheese & our own Cajun remoulade sauce on a toasted hoagie roll	17.95
1/2 LB Char-Burger	Fresh Black Angus, char-grilled w/ lettuce & tomato	16.75

Add a choice of: Cheddar, Swiss, or Provolone 1.50 or Bacon 1.95

Catch Sandwich	Fried, Grilled, or Blackened, w/ lettuce, tomato & tartar	Market Price
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Crab Cake Sandwich	Our famous Blue Crab recipe, fried golden brown topped with lettuce, tomato, lemon wedge and a side of tartar	17.95
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Chicken Sandwich	Blackened, Grilled, or Fried w/ lettuce & tomato	16.50
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Shrimp Salad Wrap	A delicious blend of shrimp & vegetables in a creamy dill dressing wrapped in a Honey Wheat Tortilla, with Lettuce and Tomato	15.95
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 Fried Green Tomato B.L.T.	Lightly fried tomatoes stacked w/ Smoked bacon & lettuce on a toasted hoagie roll	16.75
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Turkey Swiss Wrap	Oven Roasted turkey, lettuce, tomato and Swiss in a whole wheat wrap	14.25
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Entrees

All entrees come with a choice of two (2) side items listed below: Cracker Coleslaw, Pasta Salad, French Fries, Homemade Kettle Chips, Red Potato Salad, Applesauce, Cucumber Salad or Cheesy Grits

 Local Fried Shrimp	(6) 15.50	(9) 18.50	(12) 21.50
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Catch Platter of the Day	Grilled, Blackened or Fried	Market Price
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Homemade Crab Cakes	Our Blue Crab recipe, lightly breaded & fried	17.25
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Crispy Chicken Tenders	All-white chicken breast meat, fried and served with dill sauce	16.95
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Fried Clam Strips	Cooked tender and golden, served with housemade tartar	16.95
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What Is a Florida Cracker?

In the mid-1700s pioneers came from other colonies to Florida while it was still an unsettled land handed off to Great Britain by Spain. These people were woodsmen, cow herders and frontiersmen from Virginia and Maryland; they could live off the land by hunting and fishing.

The term 'Florida Cracker' is believed to come from the sound that their whips made as they cracked them while riding horses to herd the cattle. Still, others say it comes from the crackling sound of dried corn as it was ground to make cornmeal which was a staple of their diet.

Florida Crackers are the original Cracker Cowboys. The term still remains to differentiate the pride of Floridians who were born and raised here for generations, as to those people who have come in from other states to live, and as they are better-known, the original Florida Crackers. Many of them still live on farms in rural communities and are sprinkled throughout the peninsula's wetlands as well.

Today, you may not be able to hear the cracking of rawhide whips or the stone grinding of the dried corn, but you can still taste famous recipes of yesteryear with our food prepared fresh daily, here at the Florida Cracker Café.

Gift Cards & Tee's Are Now
Available for Purchase!!!

Tee Shirts \$14.95

Ask About our Special Pricing
on Packaged Beer & Wines!!!

(Take Out Only)

For Parties of 6 or More, 18% Gratuity Is Added
Please Allow One Check

RELEASE

IN CONSIDERATION of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Travis Grafft and Florida Cracker Cafe, LLC, a Florida limited liability company (collectively, "Grafft"), hereby release, forever discharge, indemnifies, hold harmless and covenant not to sue the City of St. Augustine, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("COSA"), its agents, employees, officers, directors, members, managers, affiliates, parents, subsidiaries, successors and assigns from and against any and all claims, causes of action, demands, damages or losses of any kind that Grafft has or may have against COSA, either now or in the future, arising out of or relating to the right of first refusal document dated November 29, 2022, concerning 81B St. George Street, St. Augustine, FL (the "Premises").

This Release is contingent upon the approval by the St. Augustine City Commission of a new Lease Agreement (the "New Lease") between Florida Cracker Cafe, LLC and COSA for the Premises for a term commencing August 1, 2024; and is contingent upon approval by COSA of a one-time assignment of the New Lease to Florida Cracker Cafe STA, LLC, a Florida limited liability company, on or before August 1, 2024.

IN WITNESS WHEREOF, we hereunto set our hands and seals
this 11th day of July, 2024.

FLORIDA CRACKER CAFE, LLC, a
Florida limited liability company

Donna M Edgar
Witness: Donna M Edgar
(witness)

780 N. Ponce de Leon Blvd.
St. Augustine, FL 32084

Allyson B Currie
Witness: Allyson B Currie
(witness)

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St. Augustine, FL 32084

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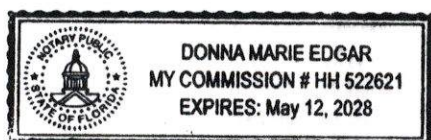
By: _____

Name: Travis G. Grafft
Its Manager
81B St. George Street
St. Augustine, Florida 32084

Travis G. Grafft
Travis G. Grafft

STATE OF FLORIDA
COUNTY OF ST. JOHNS

☒ THE FOREGOING instrument was acknowledged before me by means of
☒ physical presence or ☐ online notary this 11th day of July, 2024, by Travis Grafft,
Individually, and as Manager of Florida Cracker Cafe, LLC, a Florida limited liability
company, on behalf of the company, who () is personally known to me or (☒) has
produced a Florida driver's licenses as identification.



Donna M Edgar
Notary Public – State of Florida