



CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 14, 2020 - 5:00 PM
Communications Media Technology (CMT) Meeting

1. CALL TO ORDER

- ☐ Roll Call
- ☐ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ☐ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

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

- 6.A.** Appeal of the denials of Certificate of Appropriateness and Certificate of Demolition by the Historic Architectural Review Board (HARB) for 67 Marine Street. *(D. Birchim, Director Planning and Building)*

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

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

7.A. General Public Presentations

7.A.1. Approval of Nights of Lights Agreement with Old Town Trolley Tours. Additionally, Dave Chatterton, General Manager of Old Town Trolley Tours, will present their operational plan designed to keep all guests safe and socially distanced from one another during the 2020 Nights of Lights. *(J. Piggott, Director, General Services)*

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.A.1. **Ordinance 2020-02**: Creates Article VII of Chapter 22, Sections 22-521 through 22-533 providing terms of use for city parks, venues and facilities. *(I. Lopez, City Attorney)*

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.A.1. **Ordinance 2020-26**: Amends Section 3-23 of the City Code to provide the start and end dates for the display of Nights of Lights. *(J. Regan, City Manager)*

9.B. Resolutions

9.B.1. **Resolution 2020-11**: Formally adopts the Terms of Use for Public Property Manual. *(I. Lopez, City Attorney)*

9.B.2. **Resolution 2020-29**: Approval of request to St. Johns River Water Management District and the State of Florida, Department of Environmental Protection to reduce permit and application fees pursuant to Florida Statutes. *(R. Franklin, Director, Public Works)*

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

11.A. 2020 post legislative session update. *(D. May, Assistant City Attorney)*

12. ITEMS BY CITY CLERK

12.A. Notification of two term expirations on the St. Augustine Police Officers' Retirement System. *(D. Galambos, City Clerk)*

12.B. Notification of two term expirations on the Lincolnville Community Redevelopment Area Steering Committee. *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

- 13.A.** Recommendation by the appointed committee of a name for the property located at 91 Coquina Avenue. (*J. Regan, City Manager*)

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. ***The City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA - SEPTEMBER 14, 2020

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON SEPTEMBER 28, 2020: NONE**
- CA.3.** **Remainder of Upcoming Meetings :**
- September 17, 2020, 5:05pm, Special Budget Meeting
 - September 28, 2020, 5:00pm, Regular City Commission Meeting
 - October 12, 2020, 5:00pm, Regular City Commission Meeting
- CA.4.** **APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- July 13, 2020, Regular City Commission Meeting
 - July 17, 2020, Shade Meeting
 - July 27, 2020, Shade Meeting
 - July 27, 2020, Regular City Commission Meeting
- CA.5.** **RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):**
867 W. 8 Street - Ronald C. Proctor
- CA.6.** **PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.**
- CA.7.** **NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** Approval of order releasing code enforcement lien levied against 125 Washington Street as it was paid in full. *(I. Lopez, City Attorney)*
- CA.9.** Approval of a license agreement for the use of city right-of-way for an existing dock at 7 Inlet Place. *(D. Birchim, Director Planning and Building)*
- CA.10** Approval of a grant agreement with the Florida Department of Environmental Protection which will pay 100% of the costs to the City for conducting a study to assess the vulnerability of on-site treatment and disposal systems to sea level rise and storm surge. *(R. Franklin, Director Public Works)*
- CA.11.** Approval of additional funding from the St. Augustine sewer set-aside fund for the West 5th Street project in West Augustine in the amount of **\$350,000.00**. *(R. Franklin, Director Public Works)*
- CA.12.** Invoice approvals: Cavendish Partners, P.A. in the amount of **\$2,697.00** for Marlowe v. City and St. Augustine Court Reporters in the amount of **\$273.75** for transcription services in the same case. *(I. Lopez, City Attorney)*

End of Consent Agenda

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: September 14, 2020

RE: Appeal of Historic Architectural Review Board (HARB) – Denial of Certificate of Appropriateness and Denial of Certificate of Demolition (chimney only) for 67 Marine Street

On November 9, 2017, HARB approved an Opinion of Appropriateness to elevate 67 Marine Street and to provide a new first floor, finished with stucco with new doors and a garage door, a new window, a new driveway and balcony and the removal of non-historic property walls. The board approved the project's concept with the following additional project details to be provided with a Certificate of Appropriateness application:

1. More details to be provided including the actual height of the two story structure,
2. More details on the proposed replacement foundation design,
3. Provide any other site changes, and
4. Provide information on the chimney replacement or retention.

On June 18, 2020, HARB continued a Certificate of Appropriateness for the project with a request for the following additional project details;

1. An elevation study showing how the proposed building height compares to other buildings that have been raised because of flood elevation requirements on the street and also compared to adjacent properties or comparable buildings on Marine Street.
2. Reconsideration of the chimney removal and the possibility that it could be replaced.

On June 18, 2020, HARB continued a Certificate of Demolition (partial) for the demolition of the chimney.

On July 16, 2020, HARB denied a Certificate of Appropriateness for the project. The basis for the denial was the following, **“Finding that the project was represented as flood mitigation, but it is a substantial addition that will result in the loss of historic character and the demolition of a chimney”**.

On July 16, 2020, HARB denied a Certificate of Demolition (partial) for the chimney. The basis for the denial was the following, **“The removal of the chimney results in loss of a historic feature and should not be removed until (if and when) an approved plan for the building elevation is complete so the coquina chimney can be conserved.”**

Section 28-29 (g) Review of board decisions by commission

An appeal hearing before the city commission shall be scheduled at the next reasonably available city commission meeting. The hearing shall be based on the record below and no new evidence or testimony shall be considered unless the appellant requests a modification to the action under appeal. If a modification is requested, the only new evidence and testimony allowed shall be limited to the modification.

The appellant has not requested a modification to the action under appeal.

The city commission shall find whether in its opinion error was made and within the terms of this section affirm, reverse or modify the action appealed as it deems just and equitable. If the applicant presents modifications to the action under appeal, the city commission may accept the modification and so modify the order, may remand the appeal back to the board for further review, or may deny the modification and affirm the action appealed.

Verbatim transcripts of the hearings have been included in the appeal application.

The appellant is the property owner, so a sufficiency hearing is not required.

Please place this appeal on the September 14, 2020 City Commission agenda. If you have any questions, please let me know.



David Birchm, AICP
Director, Planning and Building

STAFF PHOTOGRAPHS
67 Marine Street



**Front Façade / West Elevation with
property wall and North Elevation**



STAFF PHOTOGRAPHS
67 Marine Street



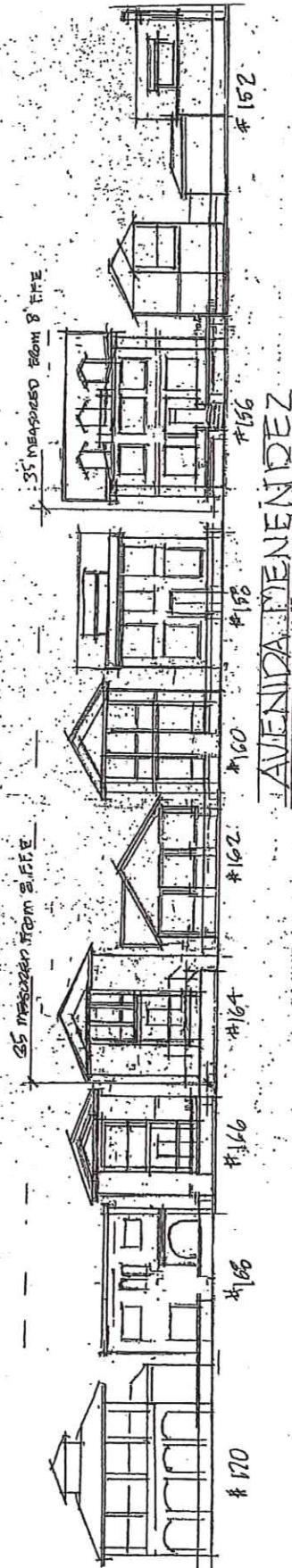
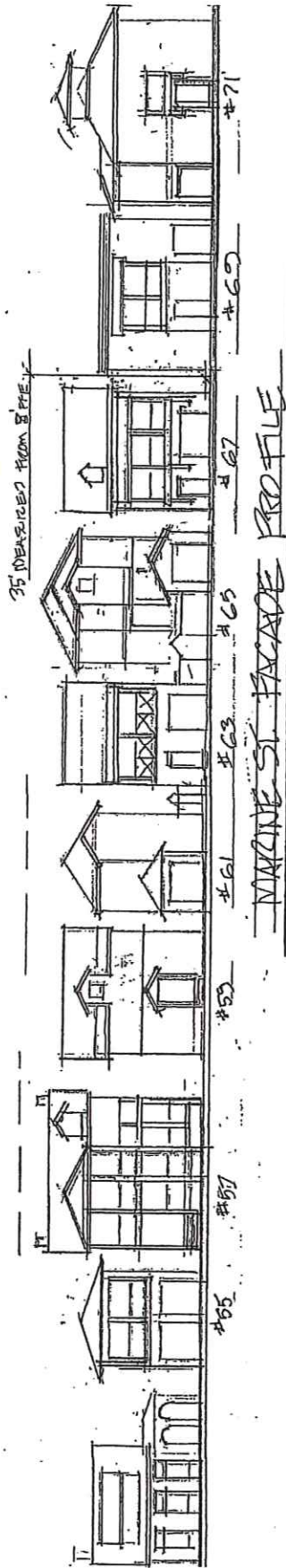
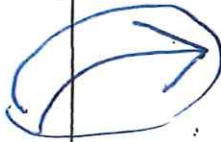
**Front Façade / West Elevation and
South Elevation with chimney and wall**

RECEIVED

JUL 06 2020

Planning / Building Dept.

67 MAR. VC



CITY OF ST. AUGUSTINE
APPLICATION TO APPEAL OFFICIAL, BOARD
OR STAFF DECISION

RECEIVED
AUG 08 2020
Planning / Building Dept.

1. APPLICANT FEE:	<u>\$200.00</u>
2. PROJECT NUMBER:	<u>PL2020-0089</u>
3. RECEIPT NUMBER:	<u>1917734</u>

PLEASE PRINT OR TYPE

4. APPLICATION TO APPEAL DETERMINATION(S) OF THE FOLLOWING:

☐ Planning and Zoning Board ☒ Historic Architectural Review Board ☐ Building Official ☐ Fire Marshal	☐ City Manager ☐ Planning and Building Director ☐ Other (please specify): _____
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5. NAME OF APPELLANT: Paul J. Thompson & Maxie R. Thompson

Phone: (904) 540-2904 | Business (if applicable): _____
Address: P.O. Box 70 | City: ST. Augustine
State: Florida | Zip: 32085

6. LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS APPEAL:

Lot: 11 | Block: 22 | Subdivision: City of SA
Parcel No.: 198530-0000
Other (attach copy, if necessary): _____

7. PROPERTY STREET ADDRESS: 67 Marine Street

8. PROPERTY OWNER: Paul J. Thompson & Maxie R. Thompson

Phone: (904) 540-2904 | Business (if applicable): _____
Address: P.O. Box 70 | City: ST. Aug
State: FL | Zip: 32085

9. DESCRIPTION OF ACTION BEING APPEALED: Denial of

Cert. of Appropriateness by HARB for
lifting home 10 (ten) feet

(e.g.: "Approval of a variance by the Planning and Zoning Board regarding lot coverage to construct a shed" or "Denial of a Certificate of Appropriateness by the Historic Architectural Review Board for metal roof for an addition.")

10. DATE OF ACTION BEING APPEALED: July 16, 2020

11. DESCRIBE IMPACT OF ACTION ON APPELLANT: The additional height would allow a 1 CAR garage underneath home. House does NOT have any parking available currently

In many instances, an appeal may only be filed by an aggrieved person, and the reviewing authority must find whether in its opinion error was made in order to reverse or modify the action appealed.

12. SPECIFIC GROUNDS FOR THE APPEAL: The HARB meeting ON Nov 9, 2017 gave me approval ON the Opinion of Appropriateness to RAISE the house with garage underneath

Section 28-29 of the Code of the City of St. Augustine, in part, states: "State with particularity, specific grounds for the appeal, including the factual and legal basis, which must be based on established law as it relates to the action taken by the official, board or commission upon which the appeal is filed. The official, board or commission which will hear the appeal as the reviewing authority may review the application for appeal prior to hearing and may request that additional information be filed, in writing in the form of a brief or other formal statement. Based upon the application for appeal and such other information that is filed, such reviewing authority may summarily affirm the order to be reviewed if the authority finds that no preliminary basis for reversal has been demonstrated, or may summarily reverse the order to be reviewed if the reviewing authority finds that no meritorious basis exists for affirmance and the order otherwise is subject to reversal." Attach additional information, if necessary.

13. SPECIFIC ACTION BEING REQUESTED: Request Approval of my Application as submitted to HARB for the July 16, 2020 meeting

14. **AGREEMENT:** In filing this application, I understand that it becomes part of the Public Record of the City of St. Augustine, and hereby certify that all information contained herein is accurate to the best of my knowledge.

In accordance with s. 286.0105, Florida Statutes: "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."

A VERBATIM TRANSCRIPT IS REQUIRED AND INCLUDED WITH THIS APPEAL. THE DEADLINE FOR THE TRANSCRIPT IS THE SAME AS THE DEADLINE FOR THE APPEAL.

15. Paul J. 76
SIGNATURE OF APPELLANT

RECEIVED

AUG 06 2020

Planning / Building Dept

CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICATION WAIVER

- The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Ch. 166.033, Florida Statutes.
- The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.
- The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Paul J. Thompson

PRINT NAME OF APPLICANT

Paul J. Thompson

SIGNATURE OF APPLICANT

8/6/2020

DATE

RECEIVED

AUG 06 2020

Planning / Building Dept.



July 16, 2020

Paul Thompson and Maxie Thompson
PO Box 70
St. Augustine, FL 32085

Re: Certificate of Appropriateness - 67 Marine Street – 2020-0052

Dear Mr. Thompson:

On July 16, 2020, the Historic Architectural Review Board (HARB) met and discussed your application to elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls for property located at 67 Marine Street.

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

Pursuant to 28-29, City of St. Augustine Code, an appeal may be taken by any person aggrieved by the decision of the board provided such appeal is filed within the Planning and Building Department within thirty (30) days.

Should you have questions regarding the matter, please contact the Planning and Building Department at (904) 825-1065.

Sincerely,

David Birchim, 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:

☐ Appeal of Architectural Review Official
☒ Certificate of Appropriateness
☐ Certificate of Demolition
☐ Certificate of Relocation
☐ Certificate of Appropriateness for
Preservation Approach for Ad Valorem Tax
Exemption

☐ Preliminary Design Approval for Entry
Corridors
☐ Certificate of Completeness and
Recommendation for Historic Property Tax
Exemption
☐ Opinion of Appropriateness
☐ Variance to Design Standard

IN THE MATTER OF:

Case No.: 2020-0052
Applicant: Paul Thompson
Owner: Paul Thompson and Maxie Thompson
Address: 67 Marine Street
Parcel Number: 1985300000

RE: Certificate of Appropriateness, pursuant to Section 28-89, City of St. Augustine Code, to elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls.

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON JULY 16, 2020 VIA COMMUNICATIONS MEDIA TECHNOLOGY (CMT), 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 July 16, 2020 Communications Media Technology (CMT) 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 Historic Preservation One (HP-1).
4. The above-described Certificate of Appropriateness is subject to Section 28-89 of the Code of the City of St. Augustine.
5. The applicant and agent and/or property owner signed an Acknowledgement and Waiver of Rights form for this meeting.

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 elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls.

Subject to the following conditions:

- Not to include removal of non-historic streetwalks - ok to demo
- Finding that the project is represented as flood mitigation
- but it is a substantial addition that will result in the
- loss of historic character and the demolition of a chimney
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 16 day of July, A.D., 2020, via Communications Media Technology (CMT), with copy on file at 75 King Street, St. Augustine, Florida.

Case No. 2020-0052

REQUEST APPROVED / **DENIED** / CONTINUES

Catherine Duncan

Sign Name

Catherine Duncan

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

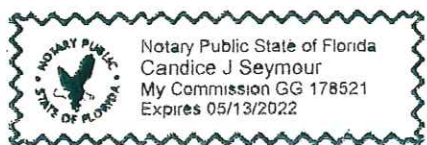
STATE OF FLORIDA, COUNTY OF ST. JOHNS

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 16th day of July, A.D., 2020.

[Signature]

Notary Public, State of Florida



5. Public Comments related to Expedited Hearing items:

(None)

6. Continued Items from Previous Meetings

6. (a) Certificate of Appropriateness F2020-0052 – Paul J. Thompson – Applicant
Paul Thompson and Maxie Thompson – Owners
67 Marine Street

To elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls.

Ms. Wolfe read the staff report and said Based on a review of the previously approved Opinion of Appropriateness (F2017-0137) and without the support of evidence to the contrary, staff finds the board **APPROVE** a Certificate of Appropriateness at **67 Marine Street** with the following conditions:

1. Alter the exterior garage door to have wood exterior overlay instead of fiberglass
2. Provide brick paving details to staff for administrative review indicating a true clay brick material will be used
3. The applicant shall re-use coquina material from the historic chimney in the reconstruction of the chimney

She noted that conditions 1 and 2 had been satisfied by the applicant and only condition 3 still needed response.

Ms. Wolfe read the staff report and said based on a review of the AGHP and without

the support of evidence to the contrary, staff finds that the board can **APPROVE** a Certificate of Demolition (partial) at **67 Marine Street** limited to the chimney with the following finding and condition:

1. A finding by the HARB that the removal of a chimney requires a compromise to mitigate against future flooding.
2. The condition that in accordance with Section 28-89(2)d6 at the applicant's expense, salvage and preservation of chimney materials for reuse in a restoration of other historic properties. The board may also require at the applicant's expense the recording of the structure (chimney) for archival purposes prior to demolition. The recording may include, but shall not be limited to, photographs and measured drawings

Paul Thompson and Steve Schuyler reviewed the application.

Ex Parte Communication:

(None)

Public hearing was opened; however, there was no response.

The Board discussed:¹

- Concern that raising the structure to accommodate a new garage was not a flood mitigation strategy consistent with what has previously been approved²
- Previous meeting wherein HARB had heard the Opinion of Appropriateness for the property
- Ms. Wingo's clarification of conditions attached to the Opinion approval including maintaining the chimney

¹ Mr. Weaver lost connection from 10:30 a.m. to 10:36 a.m.

² Referenced letter from Mr. Birchim and addendum to staff report were included in the Board packet

- Concern that the proposed garage doors would change the architectural integrity of the structure
- Lifting of the structure alone would destroy its architectural integrity
- Additions should be architecturally different to define it as a newer portion of the structure
- Streetscape provided showed that raising of the structure would not negatively impact adjacent structures
- Applicant's intent to rebuild the chimney after the structure was lifted
- Current flood mitigation strategies leaned toward lifting houses to the minimum height needed to avoid flood damage
- Garage addition was proposed by applicant to mitigate parking deficiency
- Applying law consistently in spite of application differences
- Potential limitations to the Opinion approval made over two years ago
- The chimney as a character-defining feature
- Future codification of flood mitigation design standards
- Similarly lifted homes in the neighborhood
- Drawings submitted during the Opinion hearing were the same as those being proposed
- Finished floor elevation proposed to be 14 feet rather than the 12 feet preferred by the Board
- Utilizing other flood mitigation measures to allow for a lower elevation of the structure

MOTION

Mr. Weaver MOVED to APPROVE application F2020-0052 for 67 Marine Street to elevate the building to 12 feet (5 feet above the existing floor elevation) to incorporate flood mitigation measures without the proposed garage addition because it is inappropriate and would lead to loss of architectural character.

Ms. Wolfe voiced concern for the motion, noting that the building design he described had not been reviewed by the Board or staff. She noted that the concept designs approved during the opinion showed the proposed garage.

Mr. Weaver CHANGED his motion and MOVED to CONTINUE application F2020-0052 to allow the applicant time to alter the design of the building.

Mr. Thompson expressed a desire to receive an approval or denial at the hearing.

Mr. Weaver CHANGED his motion and MOVED to DENY Certificate of Appropriateness application F2020-0052, for 67 Marine Street based on the fact that the request was not flood mitigation management but rather a substantial new addition to the building which was not appropriate and would result in a loss of character to the building, particularly the loss of the chimney which was described as a character defining feature in the staff report. The motion was SECONDED by Mr. MacDonald.

Mr. Schuyler noted that the motion overturned the original opinion of appropriateness approval.

Ms. Wolfe advised that nowhere in the guidelines was the Board required to approve only elevations if related to flood mitigation, regardless of whether that intent was included in the application.

Mr. Weaver clarified that the major driving force of his motion was that he felt the requested elevation was inappropriate.

Mr. Thompson asked whether he would be able to start demolition of the non-historic walls and patio which did not require a certificate of demolition.



CITY OF
ST AUGUSTINE
— EST. 1565 —
NATION'S OLDEST CITY

July 16, 2020

Paul Thompson and Maxie Thompson
PO Box 70
St. Augustine, FL 32085

Re: Certificate of Demolition - 67 Marine Street – 2020-0053

Dear Mr. Thompson:

On July 16, 2020, the Historic Architectural Review Board (HARB) met and discussed your application to partially demolish a structure built ca. 1840 and contributing to the St. Augustine Historic District limited to the chimney for property located at 67 Marine Street.

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

Pursuant to 28-29, City of St. Augustine Code, an appeal may be taken by any person aggrieved by the decision of the board provided such appeal is filed within the Planning and Building Department within thirty (30) days.

Should you have questions regarding the matter, please contact the Planning and Building Department at (904) 825-1065.

Sincerely,

David Birchim, AICP
Director, Planning & Building

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

Mr. Weaver AMENDED his motion to include allowing the applicant to remove the non-historic property walls. Mr. MacDonald SECONDED the amended motion.

VOTE ON MOTION:

AYES: Weaver, Mac Donald, Duncan

NAYES: Wingo

MOTION CARRIED 3/1

6. (b) Certificate of Partial Demolition
F2020-0053 – Paul J. Thompson –
Applicant
Paul Thompson and Maxie Thompson –
Owner
67 Marine Street

To partially demolish a structure built ca. 1840 and contributing to the St. Augustine Historic District limited to the chimney.

Item heard in conjunction with previous item.

Mr. Thompson noted that the house mover was concerned with lifting the structure with the chimney attached and that he intended to re-build the chimney once work was complete.

18 certified notices were sent, 3 were returned in favor, and 1 had comments.

Public hearing was opened; however, there was no response.

There was discussion regarding:

- The possibility of continuing the application until concerns with the lifting of the structure had been resolved
- The necessity of removing the chimney to enable to lifting of the structure

MOTION

Mr. Weaver MOVED to APPROVE Certificate of Partial Demolition application F2020-0053 to partially demolish a structure limited to the chimney with the condition that the applicant make every effort to preserve the stone a re-purpose it in the reconstructed chimney. The motion was SECONDED by Mr. MacDonald.

Ms. Duncan felt the demolition should be contingent upon the approval to raise the house and voiced concern that the chimney would be removed well before the raising of the structure may occur.

There was a discussion regarding the logistics of removing the chimney, as well as other non-historic features, prior to the house being lifted.

The applicant expressed a desire to receive an approval or denial at the hearing.

Mr. Weaver CHANGED his motion and MOVED to DENY Certificate of Partial Demolition Application F2020-0053. The motion was SECONDED by Ms. Duncan

VOTE ON MOTION:

AYES: Weaver, Duncan, MacDonald

NAYES: Wingo

MOTION CARRIED 3/1³

7. Certificates of Appropriateness

7. (a) F2020-0069 – Geraldine and Peter
Vaccaro – Applicant
Peter Vaccaro and Geraldine Nowak
– Owner
15 Bridge Street

Application was heard after item 7(b) to allow the applicants time to join the meeting.

After the fact approval to replace gate and framing using design approved in 2006,

³ Brief Recess from 11:56a.m. to 12:10p.m.

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

TYPE OF REQUEST:

☐ Appeal of Architectural Review Official
☐ Certificate of Appropriateness
☒ Certificate of Demolition
☐ Certificate of Relocation
☐ Certificate of Appropriateness for
Preservation Approach for Ad Valorem Tax
Exemption

☐ Preliminary Design Approval for Entry
Corridors
☐ Certificate of Completeness and
Recommendation for Historic Property Tax
Exemption
☐ Opinion of Appropriateness
☐ Variance to Design Standard

IN THE MATTER OF:

Case No.: 2020-0053
Applicant: Paul Thompson
Owner: Paul Thompson and Maxie Thompson
Address: 67 Marine Street
Parcel Number: 1985300000

RE: Certificate of Demolition, pursuant to Section 28-89-92, City of St. Augustine Code, to partially demolish a structure built ca. 1840 and contributing to the St. Augustine Historic District limited to the chimney.

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON JULY 16, 2020 VIA COMMUNICATIONS MEDIA TECHNOLOGY (CMT), 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 July 16, 2020 Communications Media Technology (CMT) 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 Historic Preservation One (HP-1).
4. The above-described Certificate of Demolition is subject to Section 28-89-92 of the Code of the City of St. Augustine.
5. The applicant and agent and/or property owner signed an Acknowledgement and Waiver of Rights form for this meeting.

ORDER:

Based upon the evidence presented, the Historic Architectural Review Board determined that the requested action **MEETS / DOES NOT MEET** the requirements of Section 28-89-92, City of St. Augustine Code, and **APPROVES / DENIES / CONTINUES** the Applicant's request to partially demolish a structure built ca. 1840 and contributing to the St. Augustine Historic District limited to the chimney.

Subject to the following conditions:

- If approved, there is a 30-day delay period and subsequent building permits are required before beginning work.
- An approved Certificate of Demolition expires one year from the date of the order. In accordance with Ordinance No. 2017-06, the owner of the property may request either a one-time six month administrative extension, or may apply for a one year extension from the Historic Architectural Review Board. The extension request must be filed in writing with the Planning and Building Department during regular office hours no later than 30 days before the expiration the Certificate of Demolition.
- Finding that removal of the chimney results in loss of a historic feature and should not be removed until it and
- when an approved plan for the building elevation is
- complete so the coquina chimney can be conserved.

DONE AND ORDERED, at a public hearing on the 16 day of July, A.D., 2020, via Communications Media Technology (CMT), with copy on file at 75 King Street, St. Augustine, Florida.

Case No. 2020-0053

REQUEST APPROVED / **DENIED** / CONTINUES

Catherine Duncanson
Sign Name

Catherine Duncanson

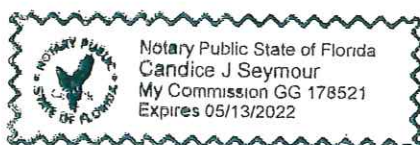
Print Name

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 Duncanson, 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 16th day of July, A.D., 2020.



Candice J. Seymour
Notary Public, State of Florida



City of St. Augustine

St. Augustine, Florida



Planning/Building

June 18, 2020

Paul Thompson and Maxie Thompson
PO Box 70
St. Augustine, FL 32085

Re: Certificate of Appropriateness - 67 Marine Street – 2020-0052

Dear Applicant: **PAUL**

On **June 18, 2020**, the Historic Architectural Review Board (HARB) met and discussed your application to elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls for property located at 67 Marine Street.

Specifically, based upon evidence presented, the HARB **CONTINUED** your application to **July 16, 2020** as described in the attached copy of the executed Order.

Should you have questions regarding this matter, please contact the Planning and Building Department at (904) 825-1065.

Sincerely,

David Birchim, AICP
Director, Planning & Building

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

**AYES: MacDonald, Benoit, Wingo,
Duncan
NAYES: NONE
MOTION CARRIED UNANIMOUSLY**

**5. (b) F2020-0052 – Paul J. Thompson –
Applicant
Paul Thompson and Maxie Thompson
– Owner
67 Marine Street**

To elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls.

Ms. Courtney read the staff report and said based on a review of the previously approved Opinion of Appropriateness (F2017-0137) and without the support of evidence to the contrary, staff finds the Board can take the following actions on the Certificate Of Appropriateness at **67 Marine Street** with the following condition:

1. The applicant provides all required documentation which conforms to the AGHP requirements subject to HARB approval.

Paul Thompson reviewed the application.

Ex Parte Communication:

(None)

Public hearing was opened; however, there was no response.

Ms. Courtney read one e-mail comment from Hamid and Dilara Hafiz into the record.²

The Board discussed:

- Previous flooding in the subject property

² Attached to original minutes

- Proposed garage under the lifted house and stairway entry up to the front door
- Original Opinion of Appropriateness application which had been previously approved with conditions
- Concern for changing the scale of the streetscape
- Conditions of approval for the foundation and building elevation
- Concerns of adding garage to the bottom
- Board agreement that the house should be raised
- Desire to see streetscape view for comparison of proposed height with neighboring buildings
- Request to have more comprehensive record of HARB's previous Opinion approval
- Concern for last minute submittal of documents at the previous Opinion hearing
- Preference for solid masonry walls which would be compatible with neighboring structures
- Elevation study needed

Mr. Thompson responded to Board comments stating that the application was the same as previously approved and the Board responded that more details and clarification were necessary for approval.

Ms. Wolfe briefly reviewed the minutes from the previous Opinion of Appropriateness hearing.

MOTION

Mr. Benoit MOVED to CONTINUE application F2020-0052 to the July 16, 2020 meeting to allow the applicant to return with an elevation study illustrating how the subject house would compare in relation to adjacent buildings on the street and reconsidering replacing the chimney after the lift. The motion was SECONDED by Mr. Weaver.

VOTE ON MOTION:

AYES: Benoit, Weaver, MacDonald,
Wingo, Duncan

NAYES: NONE

MOTION CARRIED UNANIMOUSLY

6. Certificates of Demolition and Partial Demolition

6. (a) F2020-0053 – Paul J. Thompson – Applicant

Paul Thompson and Maxie Thompson – Owner

67 Marine Street

To partially demolish a structure built ca. 1840 and contributing to the St. Augustine Historic District limited to the chimney.

MOTION

Mr. Weaver MOVED to CONTINUE application F2020-0053 to the July 16, 2020 meeting. The motion was SECONDED by Mr. Benoit.

VOTE ON MOTION:

AYES: Weaver, Benoit, MacDonald, Wingo, Duncan

NAYES: NONE

MOTION CARRIED UNANIMOUSLY³

6. (b) F2020-0048 – Kenneth and Valerie Byrd – Applicant

Byrd Living Trust (Kenneth and Valerie Byrd) – Owner

61 Weeden Street

To partially demolish a structure constructed ca. 1920 and located in the Lincolnville National Register Historic District including the enclosed front porch.

Ms. Courtney read the staff report and said based on a review of the AGHP and without the support of evidence to the contrary, staff finds that the Bard can **APPROVE** a

Certificate of Demolition to partially demolish a structure constructed ca. 1920 and located in the Lincolnville National Register Historic District including the enclosed front porch at **61 Weeden Street**

with the findings that:

1. The partial demolition of the enclosed front porch will not have a permanent impact on the historic integrity of the overall building.
2. The building's historical origination is ambiguous, as there is no record of it on the Florida Master Site File, a building is not shown in the location of 61 Weeden Street on the Sanborn Maps until the 1930 map was corrected in 1960, and there is no listing for 61 Weeden Street in the Polk City Directories until around 1957

With the following conditions:

1. Archival documentation as per Section 28-89(2)d6: In accordance with Sec. 28-89(2)d6 "...the board may also require at the applicant's expense the recording of the structure for archival purposes prior to demolition. The recording may include, but shall not be limited to, photographs and measured drawings."
2. For any salvageable historic materials, including the wood windows, to be salvaged if possible, in accordance with Sec. 28-89(2)d6: "The board may require, at the applicant's expense, salvage and preservation of significant building materials, architectural details and ornaments, fixtures, and the like for reuse in restoration of other historic properties."

Kenneth and Valerie Byrd reviewed the application.

Ex Parte Communication:

(None)

³ The Board recessed from 12:30p.m. to 1:00p.m.

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

TYPE OF REQUEST:

☐ Appeal of Architectural Review Official
☒ Certificate of Appropriateness
☐ Certificate of Demolition
☐ Certificate of Relocation
☐ Certificate of Appropriateness for
Preservation Approach for Ad Valorem Tax
Exemption

☐ Preliminary Design Approval for Entry
Corridors
☐ Certificate of Completeness and
Recommendation for Historic Property Tax
Exemption
☐ Opinion of Appropriateness
☐ Variance to Design Standard

IN THE MATTER OF:

Case No.: 2020-0052
Applicant: Paul Thompson
Owner: Paul Thompson and Maxie Thompson
Address: 67 Marine Street
Parcel Number: 1985300000

RE: Certificate of Appropriateness, pursuant to Section 28-89, City of St. Augustine Code, to elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls.

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON JUNE 18, 2020 VIA COMMUNICATIONS MEDIA TECHNOLOGY (CMT), 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 June 18, 2020 Communications Media Technology (CMT) 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 Historic Preservation One (HP-1).
4. The above-described Certificate of Appropriateness is subject to Section 28-89 of the Code of the City of St. Augustine.
5. The applicant and agent and/or property owner signed an Acknowledgement and Waiver of Rights form for this meeting.

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 elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls.

Subject to the following conditions:

- That the applicant returns to HARB with:
- *Elevation study showing:
- - How this house lift compared to other flood elevations on the street
- - Total building height compared to adjacent properties or those compatible buildings on Marine Street
- - To reconsider the chimney as part of the continuance: recognizing the chimney needs to be removed for the house to be lifted, but could it be replaced to a similar scale after.

DONE AND ORDERED, at a public hearing on the 18 day of June, A.D., 2020, via Communications Media Technology (CMT), with copy on file at 75 King Street, St. Augustine, Florida.

Case No. 2020-0052

REQUEST APPROVED / DENIED / **CONTINUES**

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 19 day of June, A.D., 2020.



L. Ann Cannon
Notary Public, State of Florida



City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Planning/Building

November 9, 2017

Paul J. Thompson, Etal
P. O. Box 70
St. Augustine, FL 32085-0070

Re: Opinion of Appropriateness – 67 Marine Street – F2017-0137

Dear Mr. Thompson:

On Thursday, **November 9, 2017**, the Historic Architectural Review Board (HARB) met and discussed your application to alter the building foundation and elevate the building to reduce risk of future flooding (Hurricane Matthew and Irma) at 67 Marine Street.

Specifically, the HARB **approved** your application as submitted.

Should you have questions regarding this matter, please contact the Planning and Building Department at 825-1065.

Sincerely,

David Birchim, AICP
Director, Planning & Building

DB:sp

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

6. (c) Opinion of Appropriateness F2017-0137 – Paul Thompson – Applicant

Paul J. Thompson and Maxie R. Thompson – Owner

67 Marine Street

To alter the building foundation and elevate the building to reduce risk of future flooding. (Hurricane Matthew and Irma).

Heard after item 8(c) to allow applicant time to arrive.

Ms. Wolfe read the staff report and said based on a review of the AGHP and without the support of evidence to the contrary, staff finds that the Board can **CONTINUE** an Opinion of Appropriateness for the new foundation and building elevation at **67 Marine Street** with the following considerations:

1. Finding by HARB that elevating the structure 3 feet does not reduce the historic integrity of the structure.
2. Recommendation by HARB of appropriate replacement foundation such as:
 - a. Coquina stone piers at building corners with recessed stem wall of modern construction that is not highly visible
 - b. Coquina stone piers at building corners with additional brick or concrete block piers
 - c. Entirely new foundation type and material (brick/concrete stem wall/piers)
3. Discussion regarding the additional site changes that will be included in the Certificate application such as how the building will be accessed from grade

Paul Thompson reviewed the application with additional pictures and information.⁴

Ex Parte Communication:

(None)

Public hearing was opened.

B.J. Kalaidi asked for clarification regarding the height of the structure.

Melinda Rakoncay was concerned for the design of the proposed garage.

Public hearing was closed.

Mr. Thompson noted that the proposed ground floor garage would flood.

The Board discussed:

- Minimum height to lift the structure while protecting the property
- Sandbourne map included a front a porch
- Total height of the structure after proposed elevation
- Chimney could be replaced, but would need to be removed to elevate the structure.

MOTION

Mr. Roark MOVED to APPROVE Opinion of Appropriateness application F2017-0137 for the new foundation and building elevation at 67 Marine Street with the following issues to be studied and brought to the Certificate of Appropriateness hearing:

- The actual final height of the two-story structure
- The replacement foundation design
- Any other site changes

⁴ Attached to original minutes

- Possibility of keeping the fireplace

The Motion was **SECONDED** by Ms. Wingo.

VOTE ON MOTION:

AYES: Roark, Wingo

NAYES: Wallace

MOTION CARRIED 2/1

7. Opinion of Appropriateness

7. (a) F2017-0153 – Donald Crichlow & Assoc. – Applicant
18 St. George Street LLC – Owner
18 St. George Street

To construct two buildings shown as one and one and a half stories between Spanish and St. George streets in the character of Spanish Colonial architecture.

Ms. Wolfe read the staff report and said based on a review of the AGHP and without the support of evidence to the contrary, staff finds that the Board can **CONTINUE** an Opinion of Appropriateness for the construction of new buildings at **18 St. George Street** to allow the applicant to revise the proposed design concept because it does not meet the architectural requirements of the AGHP.

Donald Crichlow reviewed the application with a presentation.⁵

Ex Parte Communication:

(None)

Public hearing was opened.

Steven Binninger spoke against the application.

Melinda Rakoncay spoke against the application stating that the proposed

structure did not meet architectural requirements. She felt that restoring the existing structure would be more architecturally appropriate.

Robert Hall corroborated Ms. Rakoncay remarks. He felt that the proposed architecture and interior was not appropriate for the historic area. He felt the structure should have a side entrance with a courtyard. He was concerned with impacts of the project on Spanish Street.

Public hearing was closed.

Mr. Crichlow addressed public comments and stated that the HP district allowed for up-to 70 percent lot coverage. He noted that the existing and proposed lot coverage were similar and the proposed structure met setback requirements.

The Board discussed:

- Walls along property line
- Lot coverage
- The existing structure
- Maximum size of main structure not to exceed 2,500 square feet
- Proposed structure did not read as a primary and secondary structure
- Further design and setback requirements that could apply
- Possibility of a side entrance and courtyard or other design that read more as a primary and two secondary structures
- Door design

MOTION

Mr. Roark MOVED to CONTINUE application F2017-0153 to the January 18, 2018 meeting. The motion was SECONDED by Ms. Wingo.

VOTE ON MOTION:

AYES: Roark, Wingo, Wallace

NAYES: NONE

MOTION CARRIED UNANIMOUSLY

⁵ Attached to original minutes

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

TYPE OF REQUEST:

☐ Appeal of Architectural Review Official
☐ Certificate of Appropriateness
☐ Certificate of Demolition
☐ Certificate of Relocation
☐ Certificate of Appropriateness for
Preservation Approach for Ad Valorem Tax
Exemption

☐ Preliminary Design Approval for Entry
Corridors
☐ Certificate of Completeness and
Recommendation for Historic Property Tax
Exemption
☒ Opinion of Appropriateness
☐ Variance to Design Standard

IN THE MATTER OF:

Case No.: 2017-0137
Applicant: Paul Thompson
Owner: Paul Thompson and Maxie R. Thompson
Address: 67 Marine Street
Parcel Number: 198530-0000

RE: Opinion of Appropriateness, pursuant to Section 28-89, City of St. Augustine Code, to alter the building foundation and elevate the building to reduce risk of future flooding. (Hurricane Matthew and Irma)

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON NOVEMBER 9, 2017, 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 November 9, 2017 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 Historic Preservation One (HP-1).
4. The above-described Opinion 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 alter the building foundation and elevate the building to reduce risk of future flooding. (Hurricane Matthew and Irma)

Subject to the following conditions:

- FURTHER DETAILS - RAISING HOUSE (NEW LEVEL)
- FOUNDATION TYPE
- CHIMNEY REPLACEMENT / RETENTION
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 9 day of NOVEMBER, A.D., 2017, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

Case No. 2017- 0137

REQUEST APPROVED / DENIED/CONTINUES

Toni Wallace
Sign Name

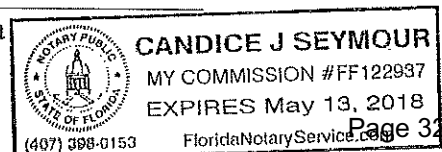
TONI WALLACE
Print Name
HISTORIC ARCHITECTURAL REVIEW BOARD
CITY OF ST. AUGUSTINE, FLORIDA

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, Toni Wallace 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 9th day of November, A.D., 2017.

[Signature]
Notary Public, State of Florida





St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2019 TRIM Notice

[2019 TRIM Notice](#)

2018 TRIM Notice

[2018 TRIM Notice](#)

Summary

Parcel ID	1985300000
Location Address	67 MARINE ST SAINT AUGUSTINE 32084-0000
Neighborhood	City/Bayfront (ICW) (SF) (612.42)
Tax Description*	CITY OF ST AUG LOT 11 BLK 22 OR3777/479 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Single Family (0100)
Subdivision	City of St Augustine
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	20.0503
Acreage	0.040
Homestead	Y

Owner Information

Owner Name	Thompson Paul J Et AL 100%
	Thompson Maxie R 100%
Mailing Address	PO BOX 70 SAINT AUGUSTINE, FL 32085-0070

Map



Valuation Information

	2020
Building Value	\$99,593
Extra Features Value	\$1,546
Total Land Value	\$162,690
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$263,829
Total Deferred	\$24,434
Assessed Value	\$239,395
Total Exemptions	\$100,000
Taxable Value	\$139,395

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
2019	\$91,660	\$1,546	\$162,690	\$0	\$0	\$255,896	\$234,013	\$121,883	\$134,013
2018	\$92,778	\$1,546	\$162,690	\$0	\$0	\$257,014	\$229,650	\$127,364	\$129,650
2017	\$46,948	\$1,546	\$162,690	\$0	\$0	\$211,184	\$184,018	\$127,166	\$84,018
2016	\$95,013	\$1,546	\$162,690	\$0	\$0	\$259,249	\$220,670	\$138,579	\$120,670
2015	\$43,254	\$1,546	\$136,372	\$0	\$0	\$181,172	\$181,172	\$100,000	\$81,172
2014	\$40,710	\$1,546	\$123,932	\$0	\$0	\$166,188	\$166,188	\$0	\$166,188
2013	\$69,206	\$1,546	\$123,932	\$0	\$0	\$194,684	\$194,684	\$0	\$194,684
2012	\$70,224	\$1,546	\$123,932	\$0	\$0	\$195,702	\$125,835	\$119,867	\$75,835
2011	\$72,259	\$1,546	\$137,808	\$0	\$0	\$211,613	\$122,170	\$139,443	\$72,170
2010	\$73,277	\$1,546	\$153,120	\$0	\$0	\$227,943	\$120,365	\$157,578	\$70,365

Exemption Information

Exemption Type	Amount
Homestead	\$25,000
Homestead Band	\$25,000
Senior Exemption	\$50,000

Building Information

Building	1
Actual Area	1088
Conditioned Area	1071
Actual Year Built	1880
Use	Single Family Residence
Style	01
Class	N
Exterior Wall	Wood

Roof Structure	Gable Hip
Roof Cover	Wood Shingle
Interior Flooring	Hardwood
Interior Wall	Drywall
Heating Type	Air Duct
Heating Fuel	
Air Conditioning	Central
Baths	

Category	Type	Pct
Exterior Wall	Wood	100%
Roofing Structure	Gable Hip	100%
Roofing Cover	Wood Shingle	100%
Interior Walls	Drywall	100%
Interior Flooring	Hardwood	100%
Heating Type	Air Duct	100%
Air Conditioning	Central	100%
Frame	Wood Frame	100%
Plumbing	8 Fixtures	100%
Electrical	Average	100%
Foundation	Piers and Posts	100%
Floor System	Wood Frame	100%

Description	Conditioned Area	Actual Area
1.5 STORY	729	486
BASE AREA	270	270
FINISHED OPEN PORCH	0	99
FRAME ADDITION	72	72
PATIO	0	161
Total SqFt	1071	1088

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Masonry Wall	0	0	0	0	259

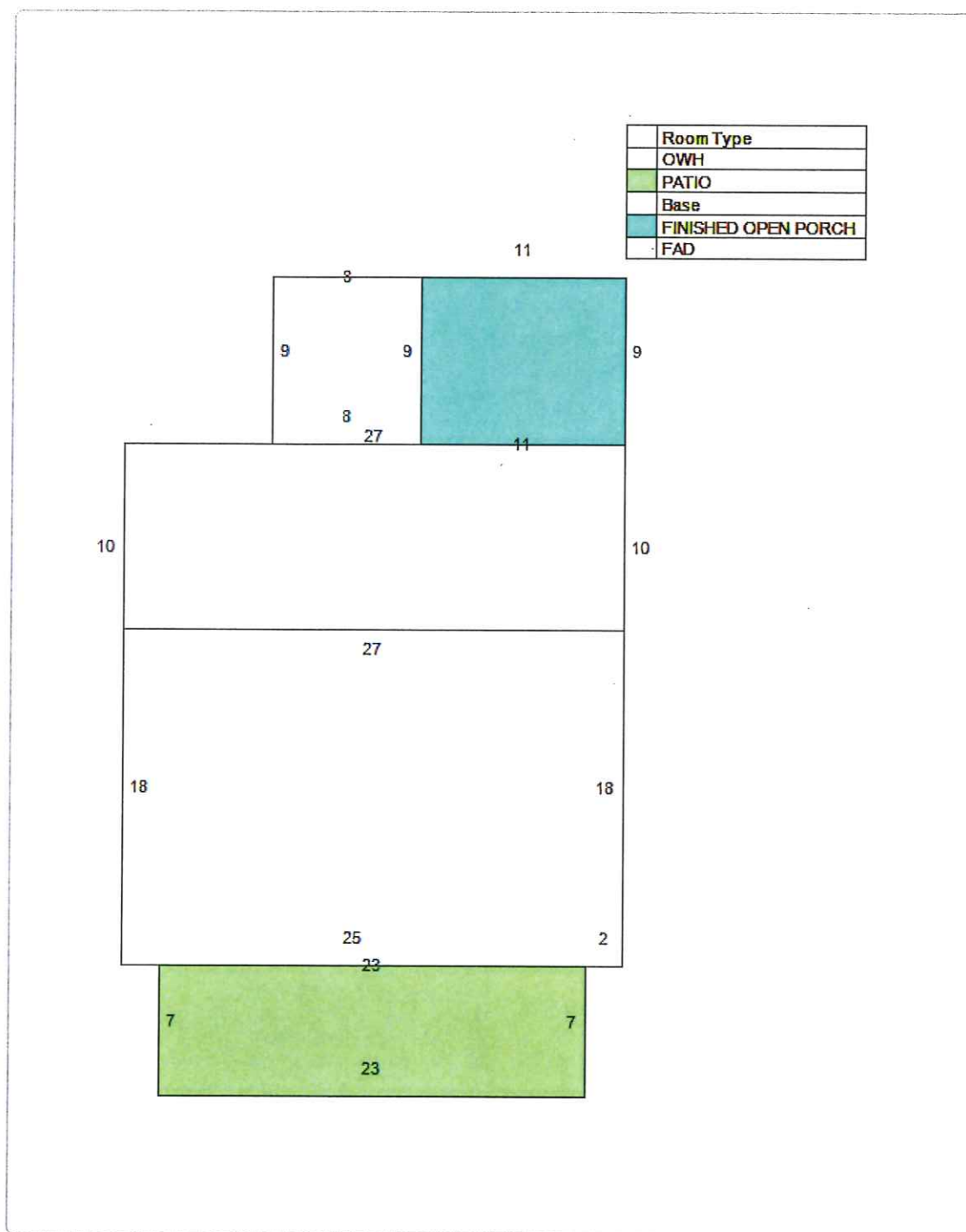
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	33	58	1914	SF	\$162,690

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/16/2013	8/14/2013	\$180,000.00	WD	3777	479	Q	I	PARETS MIGUEL	THOMPSON PAUL J ET AL
	7/7/1995	\$100.00	CD	1117	1581	U	I	MAKI JACK J & MAVIS	PARETS MIGUEL
	6/9/1995	\$125,000.00	WD	1113	708	Q	I	MAKI JACK J, MAVIS	PARETS MICHAEL
	5/12/1992	\$105,000.00	WD	942	1530	Q	I	MARQUIS ARTHUR E	MAKI JACK J, MAVIS
	12/1/1987	\$0.00		767	396	U	I		MARQUIS ARTHUR E
	12/1/1987	\$53,000.00		767	396	Q	I		
	10/1/1981	\$30,000.00		513	206	U	I		
	5/1/1981	\$0.00		492	444	U	I		

Sketch Information



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 **Schneider**
 GEOSPATIAL

**CITY COMMISSION – APPEAL OF HISTORIC ARCHITECTURAL REVIEW BOARD
DENIAL OF APPLICATION FOR CERTIFICATE OF APPROPRIATENESS AND PARTIAL DEMOLITION
No. F2020-0052 & F2020-0053
67 MARINE STREET**

1. EX PARTE DISCLOSURE

2. CITY ATTORNEY PROCEDURAL REMINDER:

- No new evidence is to be presented; this is an appeal on the record of the Historic Architectural Review Board hearing based on the right to appeal the denial of a certificate of appropriateness and partial demolition to the City Commission pursuant to section 28-90 (f).
- Public comment will be allowed but will be unsworn as it is limited to argument of facts already in the record of the HARB hearing.

Required findings by the City Commission:

- City Code Section 28-29(g)(5) states that, “the city commission shall find whether in its opinion error was made and within the terms of this section **affirm, reverse or modify the action** appealed.”

City Code Section 28-29(g)

(4) An appeal hearing before the city commission shall be scheduled at the next reasonably available city commission meeting. **The hearing shall be based on the record below and no new evidence or testimony shall be considered unless the appellant requests a modification to the action under appeal.** If a modification is requested, the only new evidence and testimony allowed shall be limited to the modification.

(5) **The city commission shall find whether in its opinion error was made** and within the terms of this section **affirm, reverse or modify the action appealed** as it deems just and equitable. If the applicant presents modifications to the action under appeal, the city commission may accept the modification and so modify the order, may remand the appeal back to the board for further review, or may deny the modification and affirm the action appealed.

(6) **The decision of the city commission shall be the final administrative action**, and appeals from the decision of the city commission shall be appealed to the circuit court.

The standard of review for a quasi-judicial decision requires all of the following:

- a) procedural due process was afforded to the applicant,
- b) the Historic Architectural Review Board applied the correct law, and
- c) the decision was supported by competent, substantial evidence in the record.

3. STAFF PRESENTATION

- overview presented by Planning and Building Director (*or other staff presentation*)

20 minutes

4. PUBLIC COMMENT* (*can be before or after Appellant*)

- limited to argument on the record below, no new testimony or evidence.

3 minutes per speaker

5. APPELLANT PRESENTATION*

(if public comment is heard after Appellant, Appellant will be given an opportunity for rebuttal)

- limited to argument on the record below, no new testimony or evidence.

20 minutes

(if Appellant is not the Property Owner, the Property Owner will be given an opportunity to present a rebuttal)

20 minutes

6. CITY COMMISSION QUESTIONS

7. COMMISSIONER DELIBERATIONS AND VOTE

- Motion to approve the appeal, finding that the Historic Architectural Review Board committed an error and the City Commission reverses the HARB order (City Commission grants the application for certificate of appropriateness and partial demolition)

or

- If a modification is presented, City Commission may a) deny the modification, or b) approve the modification, or c) motion to remand back to HARB to have the Board review and consider the modification

or

- Motion to deny the appeal and confirm the Historic Architectural Review Board order (City Commission denies the application for certificate of appropriateness and partial demolition)

- *The City Commission through the Chair/Mayor may extend the courtesies of the floor and allow for more time for an issue specific presentation, as it deems necessary to ascertain the relevant facts in the record and law at issue consistent with due process.*

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REGULAR MEETING OF THE

7

CITY OF ST. AUGUSTINE HARB BOARD

8

ST. AUGUSTINE, FLORIDA

9

ON THURSDAY, NOVEMBER 9, 2017

10

RE: OPINION OF APPROPRIATENESS F2017-0137

11

12

(Stenographically Transcribed via a Recording.)

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15

BOARD MEMBERS PRESENT:

16

ANTOINETTE WALLACE, Chairperson

BARBARA WINGO, Vice-Chairperson

17

H. RANDAL ROARK, Board Member

18

* * * * *

19

STAFF PRESENT:

20

DAVID BIRCHIM, Director of Planning & Building

DENISE MAY, Assistant City Attorney

21

JENNY WOLFE, Historic Preservation Officer

22

* * * * *

23

24

ST. AUGUSTINE COURT REPORTERS

1510 NORTH PONCE DE LEON BOULEVARD, SUITE A

25

ST. AUGUSTINE, FLORIDA 32084

(904)825-0570

1 CHAIRPERSON WALLACE: Mr. Thompson, I think
2 we'll entertain your application now.

3 This is an opinion of appropriateness
4 F2017-0137 at 67 Marine Street to alter the
5 building foundation and elevate the building to
6 reduce the risk of future flooding, and this is a
7 continued item from a previous meeting.

8 MS. WOLFE: Yes. It was not discussed at the
9 hearing because the applicant requested a
10 continuance. So --

11 CHAIRPERSON WALLACE: I see. So we have not
12 heard this before? It's the first hearing?

13 MS. WOLFE: -- this is the first time the
14 board is hearing it.

15 Yes.

16 CHAIRPERSON WALLACE: Okay. Please state your
17 name and address and be sworn in.

18 MR. THOMPSON: Paul Thompson, 69 --
19 69 Marine Street.

20 (Whereupon, Paul Thompson was sworn in by the
21 recording secretary and responded "yes" to the oath.)

22 CHAIRPERSON WALLACE: Thank you.

23 Jenny, please, the staff report.

24 MS. WOLFE: Yes, Madam Chair.

25 This opinion of appropriateness application

1 was originally submitted to remove the existing
2 foundation, elevate the structure 3 feet, and set
3 it on a new foundation.

4 An opinion application is a determination by
5 HARB that the general concept, preliminary
6 construction plans, details, or specifications of a
7 project meet the architectural requirements of the
8 AGHP but that the information submitted is
9 insufficient to meet the requirements for a COA or
10 a building permit.

11 At the printing of the staff reports,
12 additional information was submitted before the
13 deadline which revised the application from a
14 building elevation to or above the flood plain to
15 an application to construct a new ground floor,
16 raising the existing building above the new ground
17 floor.

18 A summary of the revision is provided in the
19 staff report addendum; and, therefore, the staff
20 report recommendation is hereby modified.

21 Based on a review of the AGHP and without
22 supportive evidence to the contrary, staff finds
23 that the board can continue an opinion of
24 appropriateness for a new foundation and the
25 building elevation at 67 Marine Street to allow the

1 applicant an opportunity to revise the plans that
2 meets the Secretary of Interior Standards 2, 3, and
3 9 as listed in the AGHP.

4 That concludes the staff summary.

5 CHAIRPERSON WALLACE: Thank you.

6 Mr. Thompson?

7 MR. THOMPSON: All right. I live at
8 69 Marine, and this is my mother's home at 67. We
9 bought it in 2013. It went through a
10 two-and-a-half-year renovation. She was in there a
11 year before Matthew hit, and we got 20 inches
12 inside both of our homes. And I guess I -- this
13 home really could have been classified as
14 substantially damaged, meaning over -- pushing over
15 50 percent.

16 Didn't want to tear it down and -- because no
17 one thought we would be hit again. You know, the
18 whole town, we started rebuilding and everything,
19 and, wham, 11 months later, we have 16 inches in
20 the house and my house as well.

21 FEMA paid me \$75,000 to rebuild this house,
22 and it's only -- it's just over 1,000 feet. So it
23 was substantially damaged.

24 And FEMA now is sending out letters saying
25 that they will not be -- recognize pre-FIRM rates

1 on the insurance. They're going around -- we had
2 to provide them a flood elevation certificate. I'm
3 at seven. My mom's house is at seven. And they're
4 going to start going up between 5 and 18 percent
5 per year till they feel like they've reached the
6 value of the house. So these things could go
7 from -- when they're finally done, from \$2,500 a
8 year, no telling, to 8 -- or \$8,000 a year. Who
9 knows, because we are 2 feet under.

10 CHAIRPERSON WALLACE: Uh-huh.

11 MR. THOMPSON: So it's time to start looking
12 at the alternatives. And we're starting with my
13 mom's house because, once again, we're living
14 together upstairs in mine until this one gets
15 resolved.

16 It's at 7-foot elevation, so originally I was
17 going to go to 10, 3 feet higher. Then my
18 architect suggested, you know, if we go up
19 5 1/2 feet higher, which is basically my height, we
20 would be able to put a garage underneath it. And
21 he said, "You have no parking on this particular
22 property." It's what we call a half lot. Mine
23 goes all the way through to Avenida. This one's
24 just a short lot.

25 And first I said no, basically because of the

1 hassle and the inconvenience of going through this,
2 because I've been under constant -- just renovation
3 on both of these homes for over eight years.
4 I'm -- I'm worn out. But I thought about it a
5 little bit, chewed on it, watched the bayfront
6 flood again during nor'easters. And that's where
7 the owner and future owners of this property park,
8 because there is no on-site parking. And I called
9 him up, I said, "You're right. Something needs to
10 happen." And if it's only this much higher, I
11 didn't feel it was -- it was something that would
12 be monstrous on the street.

13 There have been other properties that had done
14 something similar. One of them, Ms. Nemo's house,
15 two doors down, they actually used -- it was a
16 two-and-a-half-story house. This is a
17 one-and-a-half-story house. So they were actually
18 able to use part of her first floor to make a
19 garage. Well, I can't do that because there's no
20 room. So --

21 CHAIRPERSON WALLACE: Is that 63 that you're
22 talking about?

23 MR. THOMPSON: Yes.

24 CHAIRPERSON WALLACE: Uh-huh.

25 MR. THOMPSON: Yes. And I've got some -- I

1 forgot you all got all fancy on me. It's been a
2 while since I've talked to you.

3 UNIDENTIFIED SPEAKER: (Inaudible.)

4 MR. THOMPSON: (Inaudible.)

5 You know, trying to make this attractive,
6 because I'm very proud of this house. I put a lot
7 of work on the initial renovation, put a wood cedar
8 shake roof back on it. Didn't -- you know, didn't
9 have to, but --

10 This is 63. And this is how I kind of see it
11 happening, how it would look with Mom's house.
12 We'd add a porch to it up top, but -- the one-car
13 garage and then the front door. And the architect
14 was able to make that work because basically you
15 just have the foyer and then you go straight up the
16 steps.

17 We put a stucco downstairs in the proposed,
18 kind of made it look like a Spanish colonial, so
19 you could actually see the -- this -- still the
20 main house up on top of this other one. That's how
21 I believe HARB likes it. They like to see which --
22 where the additions have been and which one --
23 where the original homes are.

24 So, you know, that's you all's call. I don't
25 care if it's all wood to match the existing or you

1 go on the second page where, even though this is a
2 newer one, it has the stucco down and the siding up
3 or the other one. All these are on the same street
4 as mine.

5 CHAIRPERSON WALLACE: Uh-huh.

6 MR. THOMPSON: So here we are. Here we are in
7 a dilemma I thought I'd never have to do.

8 CHAIRPERSON WALLACE: Yeah. And this is very
9 similar to a previous application.

10 MR. THOMPSON: Uh-huh.

11 CHAIRPERSON WALLACE: We have to consider the
12 AGHP requirements with the understanding that you
13 need to mitigate against future flooding --

14 MR. THOMPSON: Right.

15 CHAIRPERSON WALLACE: -- and what is the
16 minimum that you can do that will least impact this
17 very significant territorial period historic
18 building --

19 MR. THOMPSON: Right.

20 CHAIRPERSON WALLACE: -- and still protect
21 yourself from future floodings. It's a difficult
22 decision.

23 MR. THOMPSON: Uh-huh. That's why I went for
24 an opinion versus the --

25 CHAIRPERSON WALLACE: Uh-huh.

1 MR. THOMPSON: -- what do you all do, the
2 certificate, because, you know, this -- I realize
3 this is going to set a trend here.

4 CHAIRPERSON WALLACE: Uh-huh.

5 MR. THOMPSON: And so here we are to discuss
6 it.

7 CHAIRPERSON WALLACE: Uh-huh. Is that -- does
8 that complete your presentation?

9 MR. THOMPSON: Period. Yes.

10 CHAIRPERSON WALLACE: Yeah.

11 And I guess, Jenny, what we have in our packet
12 is the previous request which was for the lower
13 elevation?

14 MS. WOLFE: You have both.

15 CHAIRPERSON WALLACE: We have both.

16 MS. WOLFE: Because he provided the additional
17 materials before the deadline.

18 CHAIRPERSON WALLACE: Okay.

19 MS. WOLFE: So we were able to get that in the
20 copying queue. So we included everything in your
21 packets.

22 MR. THOMPSON: I don't believe I provided
23 rendering though.

24 MS. WOLFE: Yeah, I don't think we did either.

25 MR. THOMPSON: We didn't because I figured

1 everyone could imagine 3 feet. This one took it up
2 the extra 5 1/2 and we -- I -- I wanted to see what
3 it would look like --

4 CHAIRPERSON WALLACE: Uh-huh.

5 MR. THOMPSON: -- as well.

6 CHAIRPERSON WALLACE: Okay. Well, this is
7 a -- a public hearing, so is there anyone who would
8 like to speak for or against this application? If
9 so, please come forward.

10 UNIDENTIFIED SPEAKER: Madam Chair, it's not
11 being shown on the screen. Are you seeing
12 (inaudible)?

13 CHAIRPERSON WALLACE: Yeah.

14 UNIDENTIFIED SPEAKER: I'm not able to see it.

15 MR. THOMPSON: Actually, I just put this up
16 here. Does it come up now?

17 UNIDENTIFIED SPEAKER: (Inaudible.)

18 CHAIRPERSON WALLACE: Jenny, can we do
19 anything about that?

20 MS. WOLFE: Yeah. Can our AB staff switch to
21 the -- thank you.

22 UNIDENTIFIED SPEAKER: Thank you.

23 CHAIRPERSON WALLACE: You're welcome.

24 UNIDENTIFIED SPEAKER: Thank you.

25 MR. THOMPSON: That is the neighbor's house.

1 UNIDENTIFIED SPEAKER: That's the
2 neighbor's (inaudible)?

3 CHAIRPERSON WALLACE: That's 63 Marine Street.

4 MR. THOMPSON: Yes.

5 MS. KALAIDI: Is that (inaudible)?
6 (Inaudible.)

7 MR. THOMPSON: Yeah. Yeah. Whatever the
8 minimum.

9 MS. KALAIDI: Yeah.

10 B.J. Kalaidi, 8 Newcomb Street.

11 And I know Mr. Thompson couldn't get here for
12 the October 19th, and I want to refer to something
13 that was in the packet there too. And he brought
14 it up too. Everyone is waiting to see what you
15 want you to do because you did make a decision at
16 154 Avenida Menendez and they had to do the same
17 thing.

18 And I understand about the, you know, flooding
19 and everything; but, again, it goes back to how
20 tall is this one that -- at 67 Marine Street.
21 Because if I'm listening to what he was just
22 saying, it's 7 plus 5, which is 12. So we're going
23 to be higher now, and it's just -- it's going to be
24 lifting up like that 63. So how is that protected
25 from the flood coming in? I didn't hear that part.

1 And, you know, you will be getting more of
2 these, and I understand that, and I understand what
3 we're going to talk about at the end of this
4 meeting about the flood thing, but we're changing a
5 lot of this for protecting people's homes, but our
6 historical feature of the city is being influenced
7 by the water rising or the --

8 CHAIRPERSON WALLACE: Uh-huh. That's the
9 dilemma. Yeah.

10 MS. KALAIDI: -- the land is sinking. The
11 land is sinking. Let's look at it that way. Not
12 the water rising.

13 But, anyway, we're very concerned and we want
14 to do the right time -- thing for everybody to be
15 able to keep their homes like this is and with
16 their insurance and everything, but when it started
17 in 154 and everyone's watching this, too, and you
18 already dealt with some things, too, about walls
19 and things. So we are concerned. I'm concerned.
20 I'm not a historian, but I like the history of this
21 town, and that's why I ask questions about it.

22 So if he could just show us where -- how high
23 his house is going to be from that -- this one here
24 at 63 and is there going to be some kind of wall in
25 front of it, too, does he plan to do walls where he

1 is, because in looking what I had from his 67,
2 there's no wall. There's a -- well, there's a tiny
3 wall and there's a gate leading to the front of the
4 house, if I'm looking at it right on his
5 coversheet. I'm looking at this one. I don't know
6 if you have that. I don't have any of this stuff.

7 CHAIRPERSON WALLACE: Yeah, I have that.

8 MS. KALAIDI: And I'm glad Ms. Melinda asked
9 to see this so that people can see it, too, not
10 just you all.

11 Thank you.

12 CHAIRPERSON WALLACE: Uh-huh. Thank you.

13 Let me close the public hearing before you
14 respond.

15 Is there anyone else who would like to speak
16 for or against this application?

17 Seeing no one -- are you coming up, Melinda?

18 MS. MELINDA: Yes.

19 CHAIRPERSON WALLACE: Okay.

20 MS. MELINDA: I -- I'm seeing 63. Did they --
21 was there ever a picture of 67, what it's going to
22 look like?

23 CHAIRPERSON WALLACE: There is in our packet.

24 MS. MELINDA: Okay.

25 CHAIRPERSON WALLACE: Can you -- is there a

1 picture of 67 we can put up?

2 MR. THOMPSON: (Inaudible.)

3 MS. MELINDA: Okay.

4 CHAIRPERSON WALLACE: There we go.

5 MS. MELINDA: That's what's there now?

6 CHAIRPERSON WALLACE: That's the existing
7 property, yeah, not what's proposed.

8 MS. MELINDA: Do we know -- is there any kind
9 of drawing of what it's going to look like raised?

10 CHAIRPERSON WALLACE: No.

11 MS. MELINDA: No? Okay.

12 CHAIRPERSON WALLACE: Not at this point.

13 MS. MELINDA: I guess I'm just sort of --

14 MR. THOMPSON: Here's --

15 MS. MELINDA: Okay.

16 MR. THOMPSON: There you go.

17 MS. MELINDA: Okay. I guess I'm seeing
18 this -- I'm not liking the barn door look, but I --
19 I think maybe -- I think anything we can do to kind
20 of get this double garage door look, you know, so
21 it looks more like a two-story building maybe with
22 the doors.

23 But I -- I agree with B.J., this is a hard
24 thing to do. I think what we want to do is if
25 we've got to raise these, especially if we're

1 looking at raising them a whole story so that we're
2 now putting garages underneath them, which means
3 we're putting them higher than what's required, to
4 kind of --

5 CHAIRPERSON WALLACE: Uh-huh.

6 MS. MELINDA: -- (inaudible).

7 CHAIRPERSON WALLACE: We're moving away from
8 the territorial streetscape.

9 MS. MELINDA: Right. And I'm just kind of
10 concerned that we're -- we're going to end up with
11 these things that -- like we have in the suburbs,
12 where all you see is the garage door. So I'm not
13 sure if there's any way of kind of disguising it or
14 where it doesn't look so much like a garage. You
15 know what I'm talking about? It's -- it's so that
16 these things don't look like houses that had been
17 put on top of garages.

18 And I'm just -- this is hard because we
19 certainly want to save these houses. And I really
20 appreciate the fact that this guy is saving this
21 thing as opposed to asking to demolish it. So
22 I'm -- I'm just all here to try to be -- let's be
23 creative in some way where we can save these
24 places, but I'm not -- I'm having a little problem,
25 and I've heard this from other CPSA members, and

1 that is this thing of where, yeah, they're required
2 to go up an extra 4 feet and that has a certain
3 look, but then -- what you can do with landscaping,
4 but then the applicant's kind of like, "Well, if I
5 go -- why don't I go get a whole story out of it?"
6 Well, that's another 5 feet. It's not required.
7 And, therefore -- but it's raising it now to a
8 whole different scale to everything around it.

9 CHAIRPERSON WALLACE: Uh-huh.

10 MS. MELINDA: So I'm not sure if we needed to
11 have --

12 CHAIRPERSON WALLACE: That's the question.

13 MS. MELINDA: -- the streetscapes that are
14 showing how it's going to look with everything
15 around it. This is hard. But I think we need to
16 think slow and hard. And I think we've got a good
17 applicant here that's trying to work with us. So
18 my sympathy is with him.

19 CHAIRPERSON WALLACE: Okay. I hope you're
20 staying for the discussion afterward. Okay. Thank
21 you, Melinda.

22 All right. Is there anyone else who wishes to
23 speak?

24 Seeing no one and hearing no one, we'll close
25 the public hearing.

1 Mr. Thompson, would you like to respond?

2 MR. THOMPSON: You know, this is a hard
3 decision. First of all, the garage will be about a
4 foot above the street and will be at
5 7-foot elevation and it will flood the next storm.
6 The whole downstairs will flood. It is meant to do
7 that. If I want to bring it up to 9 or 10, this
8 thing would be that much higher and the -- the
9 slope to get inside the garage would be like that.
10 So I know in advance that the garage is going to
11 flood and I'm okay with that.

12 We're actually putting in a wall around the
13 foyer entrance so that water cannot get into the
14 bottom of the steps to get inside the house.
15 That's how we're protecting it. So we're not
16 raising it up in order to have a dry garage. We're
17 making it pretty low, matter of fact. Because,
18 also, it reduces the number of steps to go up in
19 the house. I haven't even told my mom I'm doing
20 this, and she already has time -- a hard time with
21 three steps. So I don't even know how we're going
22 to get in the house --

23 CHAIRPERSON WALLACE: Uh-huh.

24 MR. THOMPSON: -- but I'm trying to look down
25 the road.

1 I have a hardship because there's no parking
2 on this. I could -- the wall in front -- the
3 picture is deceptive, and it's a hard -- it's a
4 hard house to get a picture of because that is a
5 6-foot wall, at least, in front of that house. And
6 the wall to me kind of killed the looks of the
7 house because you couldn't see it.

8 It's not an old wall. It's made out of
9 concrete block. It looks -- it's very distressed
10 looking because it hasn't been maintained since the
11 '70s and now it has that cool distressed look. If
12 I took a pressure washer to it and painted it, it
13 would look like any other wall right now. So the
14 wall is not historical.

15 The garage itself is a one-car garage. A
16 two-car garage would end up looking -- and -- and
17 this is what 63 has. And it would be something
18 pretty similar to that. A two-car garage would be
19 something like that, which I'm not interested in --

20 CHAIRPERSON WALLACE: Uh-huh.

21 MR. THOMPSON: -- or like that.

22 CHAIRPERSON WALLACE: Uh-huh.

23 MR. THOMPSON: This is what we have on the
24 street, and this is -- kind of fits in -- I feel
25 like this change fits in with the street. And --

1 and here we are.

2 CHAIRPERSON WALLACE: Uh-huh. My question is:
3 What is the minimum that we need to do to protect
4 your property and --

5 MR. THOMPSON: Right.

6 CHAIRPERSON WALLACE: -- trying -- trying to
7 maintain as many of the -- of the architectural
8 features --

9 MR. THOMPSON: Uh-huh.

10 CHAIRPERSON WALLACE: -- that represent a
11 territorial period house --

12 MR. THOMPSON: Sure.

13 CHAIRPERSON WALLACE: -- as possible? It's a
14 difficult question.

15 MR. THOMPSON: I've got a question. A
16 territorial home, would this not have had a front
17 porch to it?

18 MS. WOLFE: I don't think we have solid
19 evidence of whether it would or would not.

20 CHAIRPERSON WALLACE: Does anything show up in
21 the Sanborn maps?

22 MS. WOLFE: Yeah, the Sanborn maps did show a
23 front porch. I think I included the 1930 Sanborn
24 map in the packet.

25 CHAIRPERSON WALLACE: Uh-huh. Yeah. Yeah, it

1 does look like there was something there facing
2 Spanish Street.

3 MS. WOLFE: Yeah.

4 CHAIRPERSON WALLACE: Let's see. Yeah, all
5 the way up through 1930 I think we can see evidence
6 of a porch.

7 MR. THOMPSON: So someone decided to put up a
8 wall --

9 CHAIRPERSON WALLACE: Yeah.

10 MR. THOMPSON: -- at one point. And at one
11 point, this was a private museum, a museum of
12 Meissen china.

13 CHAIRPERSON WALLACE: Mice?

14 MR. THOMPSON: Meissen.

15 VICE-CHAIRPERSON WINGO: Meissen.

16 CHAIRPERSON WALLACE: Oh.

17 MR. THOMPSON: Meissen china.

18 CHAIRPERSON WALLACE: Oh, okay.

19 MR. THOMPSON: And the people that owned it
20 lived in the house on the bayfront in front of
21 this, and this was a museum, and then they put bars
22 over it, and maybe that's why the wall -- when the
23 wall was put up. I'm not sure.

24 CHAIRPERSON WALLACE: Uh-huh.

25 MR. THOMPSON: I always thought the house was

1 kind of cool because it has that off-centered
2 dormer for whatever reason, but on the back side,
3 it's off-centered on the other direction. So it
4 kind of adds a cross-through of a -- of a breeze.

5 CHAIRPERSON WALLACE: Is that a bedroom where
6 the dormer is?

7 MR. THOMPSON: That is in the bathroom now.
8 And the other one is in a bedroom upstairs.

9 CHAIRPERSON WALLACE: Uh-huh. Uh-huh. So
10 it's already a two-story or one-and-a-half story?

11 MR. THOMPSON: It's a one-and-a-half story
12 home when I redid it.

13 CHAIRPERSON WALLACE: Uh-huh. So it would be
14 a two-and-a-half if we approved your (inaudible)?

15 MR. THOMPSON: Right, it would -- it would
16 look like that.

17 CHAIRPERSON WALLACE: Uh-huh.

18 MR. THOMPSON: That's about the closest thing
19 I could say.

20 CHAIRPERSON WALLACE: Uh-huh.

21 MR. THOMPSON: And whether it was a stucco
22 downstairs to give the definite delineation that
23 this was either an addition at one point or to make
24 it blend in with the Spanish colonial. And I
25 figure a hundred years from now, the horse and

1 buggies will be going by and say, "Well, back in
2 19 -- or 2017, this house was hit twice. They
3 lifted the original structure up. As you can see
4 on top of that, there's the original period home
5 built in the early 1800s."

6 CHAIRPERSON WALLACE: Uh-huh.

7 MR. THOMPSON: "It's still there. And that's
8 the addition."

9 CHAIRPERSON WALLACE: Uh-huh. Well, board,
10 what -- what would you like to say?

11 BOARD MEMBER ROARK: On the issue of total
12 height, you know, I think we need to scrutinize all
13 projects that are adding -- or jacking all the way
14 up and adding a floor beneath. However, in this
15 case, and you look at some of these streetscape
16 photos, and I don't even think I need to see a
17 streetscape drawing, most of the street is two
18 story, or at least half of it, and a lot -- and
19 most of them have garages on the street.

20 You're only doing what's already there really,
21 and that would -- if it were a two-story house
22 surrounded by one-story houses of different style,
23 it would be a problem, but I don't see a problem
24 with this. And --

25 CHAIRPERSON WALLACE: What about the fact that

1 this is one of the few territorial period houses?

2 BOARD MEMBER ROARK: I know. I understand
3 that, but it --

4 CHAIRPERSON WALLACE: I don't know whether
5 63 -- that was 1821, wasn't it? So that was
6 probably territorial also.

7 MS. WOLFE: Yeah, it was right after.

8 CHAIRPERSON WALLACE: Yeah.

9 BOARD MEMBER ROARK: So I don't -- I don't
10 have a problem with doing that. And I've begun to
11 see houses that are being raised 4, 5, and 6 feet
12 up, and if they're a classic one-story house, it
13 looks really awkward because there's not -- it's
14 like halfway up. What do you do? Close it in and
15 leave it open? And it's like -- it looks like
16 somebody jacked up the house 5 feet, I mean, which
17 is exactly what -- this doesn't necessarily, if you
18 take it contextually.

19 VICE-CHAIRPERSON WINGO: Show us the picture
20 of the -- your actual plan for the house as opposed
21 to this one again.

22 MR. THOMPSON: Okay. Here it is. So here's
23 the front elevation streetside. And you want the
24 south elevation and all that?

25 Here's the south. The fireplace would have to

1 come off lifting it either way, which, to be honest
2 with you, it's probably not a bad idea not to have
3 one in a wooden structure this old because a fire
4 can get out of hand. The house and the
5 neighborhood would be gone. And --

6 CHAIRPERSON WALLACE: That is one of the
7 architectural features.

8 UNIDENTIFIED SPEAKER: It is a house, you
9 know, so --

10 UNIDENTIFIED SPEAKER: You don't have to use
11 the fireplace.

12 MR. THOMPSON: Or you put it back and make
13 it -- well, right now, it's so old -- I've had it
14 tested, and it was re-lined at one point when they
15 could do that, and they said that it's -- I had
16 Mom -- I put in a fake -- an electric one.

17 CHAIRPERSON WALLACE: Uh-huh.

18 MR. THOMPSON: I didn't want her burning down
19 the neighborhood. And that's the north side.
20 Really, there's only one other --

21 CHAIRPERSON WALLACE: So is that an addition
22 on the back, on the rear?

23 MR. THOMPSON: That's the existing.

24 CHAIRPERSON WALLACE: Okay.

25 MR. THOMPSON: That was done in 2015.

1 CHAIRPERSON WALLACE: So the only addition,
2 other than raising it, would be the porch?

3 MR. THOMPSON: Right.

4 CHAIRPERSON WALLACE: Okay.

5 MR. THOMPSON: This is the original house.

6 CHAIRPERSON WALLACE: Uh-huh.

7 MR. THOMPSON: That was it. And then way back
8 a hundred years ago, this porch was enclosed.

9 CHAIRPERSON WALLACE: Uh-huh.

10 VICE-CHAIRPERSON WINGO: Uh-huh.

11 MR. THOMPSON: And when I bought it, it was a
12 kitchen and a way oversized dining room for the
13 size of this house. So I made it -- I reversed the
14 kitchen and put a bedroom for my mom. And then
15 this was a -- looked like a pool screen enclosure
16 in the back of the house. So I took that off and
17 put a permanent structure, which covered the back
18 porch -- current back porch, and the rest of it
19 was -- half of it was a back porch and the other
20 half was a walk-in closet.

21 This house did not have a master bedroom
22 downstairs. Didn't have any bedroom downstairs.

23 CHAIRPERSON WALLACE: Uh-huh. Just basically
24 a two-bedroom house now?

25 MR. THOMPSON: Yes.

1 CHAIRPERSON WALLACE: Uh-huh. Okay. Well --

2 BOARD MEMBER ROARK: If I could --

3 CHAIRPERSON WALLACE: Sure.

4 BOARD MEMBER ROARK: -- I'm not thinking this
5 has to be in the -- a motion, but we could. The
6 garage door should be kept in character with the
7 rest of the street, which is to say no barn door.
8 And the stucco, I think, works just fine. It does
9 differentiate between old and new. But for
10 whatever reason you thought it had to be siding, I
11 wouldn't really have a problem with it. But that's
12 just --

13 MR. THOMPSON: Well --

14 BOARD MEMBER ROARK: -- that's advice more
15 than anything.

16 CHAIRPERSON WALLACE: So are we deciding then
17 that it's appropriate to raise this house to allow
18 a second floor?

19 BOARD MEMBER ROARK: Yeah, I -- I am.

20 CHAIRPERSON WALLACE: I mean, this is the
21 question. This is a precedent that we're creating,
22 you know.

23 MR. THOMPSON: May I interject?

24 I feel that this particular lot has a hardship
25 because you can't put a car anywhere else on it

1 unless you want to put it right in front of the
2 property in that patio area, which I could, and
3 then I think having a car sit in front of the house
4 is really ugly. You know, at least you could hide
5 it in there.

6 CHAIRPERSON WALLACE: Well, that's -- that's
7 really not relevant to what we have to decide here.

8 VICE-CHAIRPERSON WINGO: (Inaudible.)

9 MR. THOMPSON: Right. Right.

10 CHAIRPERSON WALLACE: What we have to decide
11 here is that, you know, are we going to consider
12 mitigation --

13 VICE-CHAIRPERSON WINGO: Exactly.

14 CHAIRPERSON WALLACE: -- appropriate for a
15 decision to raise --

16 MR. THOMPSON: Right.

17 CHAIRPERSON WALLACE: -- you know, the house a
18 whole -- a whole story.

19 But I agree with you, Randal, that with
20 respect to the streetscape, it's not inappropriate,
21 and it was done for the house at 63 by a previous
22 board, not for the same reason.

23 MR. THOMPSON: Actually, they went in the
24 house.

25 CHAIRPERSON WALLACE: Huh?

1 MR. THOMPSON: They went -- they took out the
2 living room. They took out a living part of the
3 house to put in a garage, which --

4 CHAIRPERSON WALLACE: Uh-huh. Uh-huh. Yeah,
5 I remember that.

6 MR. THOMPSON: -- I personally think that's
7 worse.

8 CHAIRPERSON WALLACE: The other thing that we
9 could do, since we don't have our other architects,
10 is we could continue it until they have a chance to
11 express an opinion.

12 BOARD MEMBER ROARK: That would be fine if
13 that's what the board wants to do. I mean, I'm
14 prepared to vote to approve it right now, but --

15 CHAIRPERSON WALLACE: Uh-huh.

16 BOARD MEMBER ROARK: -- I'll wait.

17 CHAIRPERSON WALLACE: Barbara, how about you?

18 VICE-CHAIRPERSON WINGO: I was going to say,
19 is there a way you could retain the chimney since
20 they are of historical value?

21 MR. THOMPSON: I can put it back, but in order
22 to raise the house, whether it be 3 feet or --

23 VICE-CHAIRPERSON WINGO: You're going to have
24 do something different?

25 MR. THOMPSON: -- they have to -- it has to be

1 removed.

2 CHAIRPERSON WALLACE: So you'd have to rebuild
3 it?

4 MR. THOMPSON: Yeah.

5 VICE-CHAIRPERSON WINGO: Well, that's
6 typically what (inaudible).

7 MR. THOMPSON: That's fine. At least I'd feel
8 safer using it.

9 CHAIRPERSON WALLACE: Uh-huh. Uh-huh. And
10 this is -- and this is an opinion, this is not a
11 certificate, so we do have another shot at this --

12 MR. THOMPSON: Uh-huh.

13 CHAIRPERSON WALLACE: -- when you come back
14 in. Although, we can't make substantial changes to
15 it. We couldn't say at that point that you
16 couldn't raise it up.

17 MR. THOMPSON: Right. Right.

18 CHAIRPERSON WALLACE: But -- all right. Well,
19 I'll entertain a motion then since --

20 BOARD MEMBER ROARK: I'm just trying to think
21 would it be best to approve an opinion or to
22 continue the project. Continuing leaves it more
23 open to other approaches. On the other hand, I
24 think there's nothing wrong with approving it. I'm
25 in line with that.

1 So I'd like to make a motion that we approve
2 an opinion of appropriateness for a new foundation
3 building elevation at 67 Marine Street with -- with
4 considerations that HARB finds that elevation more
5 than 3 feet does not reduce integrity.

6 We didn't talk about the foundation walls.
7 And that the foundation -- and foundation walls
8 should be detailed and presented at the certificate
9 of appropriateness hearing and other site changes
10 and how the building would be accessed from grade.
11 And if that's -- that's a possibility for more
12 design work also.

13 So that's a mangled motion.

14 CHAIRPERSON WALLACE: Did you want to say
15 anything about the chimney or --

16 BOARD MEMBER ROARK: Well, as an opinion,
17 again, I would -- I would think that that could --
18 that deserves some study and perhaps keeping it --
19 find a way to keep it that's not too expensive.
20 I'd be open for that coming back for an opinion.
21 So I'm okay approving it.

22 CHAIRPERSON WALLACE: All right. Do I have a
23 second?

24 VICE-CHAIRPERSON WINGO: Okay. This -- this
25 is -- in your motion -- may I just ask for

1 clarification of the motion?

2 BOARD MEMBER ROARK: Sure.

3 MS. WOLFE: Ms. Wingo, I'm sorry, can you get
4 closer to the microphone?

5 VICE-CHAIRPERSON WINGO: Okay. May I ask for
6 clarification of the motion?

7 So we are -- under your motion, we're making a
8 finding that the elevation of the structure for how
9 many feet does not -- are we just -- is it just for
10 3 feet?

11 BOARD MEMBER ROARK: Well, that's what's in
12 the staff recommendations.

13 MS. WOLFE: I think that you're referring to
14 the previous --

15 VICE-CHAIRPERSON WINGO: I think that's the
16 other recommendation.

17 CHAIRPERSON WALLACE: The previous one, yeah.

18 VICE-CHAIRPERSON WINGO: So that's why I'm
19 confused.

20 BOARD MEMBER ROARK: Oh, sorry. Did I get the
21 wrong project?

22 VICE-CHAIRPERSON WINGO: No.

23 CHAIRPERSON WALLACE: No. This is raising it
24 the whole --

25 BOARD MEMBER ROARK: Oh, I see. Right.

1 Two -- we have two different --

2 VICE-CHAIRPERSON WINGO: This is raising it
3 considerably more than that.

4 MS. WOLFE: There was an addendum on the front
5 cover that was just a page of text. And so with
6 that addendum, it was recommended for a
7 continuance. So now you're crafting the board --
8 your own recommendation and motion as presented to
9 you in the modified drawings.

10 VICE-CHAIRPERSON WINGO: So --

11 BOARD MEMBER ROARK: I'd like to withdraw my
12 motion and start over.

13 VICE-CHAIRPERSON WINGO: Okay.

14 BOARD MEMBER ROARK: I move we approve an
15 opinion of appropriateness for the new foundation
16 and building elevation at 67 Marine Street with the
17 following issues to be studied and brought to the
18 certificate hearing: The actual raising of the
19 house, at what level, the -- the replacement
20 foundation design, and any other site changes as --
21 as to whether it's going to require a different
22 site, and the possibility of keeping in some way
23 the fireplace (inaudible) design (inaudible).

24 CHAIRPERSON WALLACE: So I need a
25 clarification. Are we -- are we in our opinion

1 allowing the second floor?

2 BOARD MEMBER ROARK: I am.

3 CHAIRPERSON WALLACE: Okay. All right.

4 VICE-CHAIRPERSON WINGO: But I think -- don't
5 we have to specifically allow that height in the
6 actual motion?

7 MS. WOLFE: You are viewing the designs
8 presented to you. The design is presented with a
9 ground floor garage and elevating the existing
10 structure above a new first floor.

11 BOARD MEMBER ROARK: That's why I --

12 CHAIRPERSON WALLACE: That's the concept of
13 it, yeah.

14 MR. BIRCHIM: Just the concept.

15 VICE-CHAIRPERSON WINGO: Okay. So I
16 understand that. Okay. So we are -- we are
17 approving considerably more of an elevation?

18 CHAIRPERSON WALLACE: Right.

19 Are you prepared to second that?

20 MR. BIRCHIM: If it -- there's been some talk
21 about setting precedent, and I would like to -- if
22 there's still some anxiety about whether this is
23 setting precedent, let's -- let's talk about that.
24 You will not be setting a precedent through the
25 approval or denial of any particular application

1 before the board. Everything is taken on a
2 case-by-case basis.

3 And I seem to recall the board approving the
4 elevation of the building next door and the
5 installation of this garage underneath that
6 building many years ago. Whether that was, you
7 know -- Jenny might have a difference of opinion
8 about whether that was appropriate, but whatever.
9 That did not set a precedent for this property if
10 this property was elevated, and this property will
11 not set a precedent for future applications before
12 the board.

13 CHAIRPERSON WALLACE: Uh-huh. Thank you.

14 VICE-CHAIRPERSON WINGO: I find that a rather
15 unusual opinion. May I ask legal counsel?

16 Usually decisions of even a trial court like
17 we are do provide some -- at least an argument of a
18 precedent. And I think that's what we're concerned
19 about. Because if you say, "Well, all the -- these
20 five were -- were already approved and I'm doing
21 the same thing," it's going to be very difficult
22 under some kind of due process argument to -- to
23 win -- to sustain that.

24 MS. MAY: Anybody can raise an argument, but
25 when you're talking about criminal behavior or

1 something that is clearly laid out in statute as
2 this is right, this is wrong, that's not what
3 you're dealing with here. You're dealing with at
4 least five different historic preservation zones.
5 And within each of those zones, you've got a
6 different streetscape on each street.

7 So in terms of is it appropriate for this
8 street, for this streetscape, in this case it may
9 be and in another case it may not, applying the
10 same Secretary of the Interior Standards, because
11 they speak to the overall streetscapes. They speak
12 to the overall design in a particular period at a
13 particular time and on a particular site. That's
14 why it is more case by case in your particular
15 instance at this trial level than a straightforward
16 yes or no.

17 VICE-CHAIRPERSON WINGO: Of course, it is --
18 of course, it's case by case in all of these, but
19 we do hear arguments very often about, "Well, you
20 did this before," and "You did that before," and
21 there is a certain justification in the
22 administrative law setting for that kind of
23 argument. However, you've actually convinced me to
24 go ahead and second this motion.

25 CHAIRPERSON WALLACE: Great. We have a motion

1 and a second. Any further discussion?

2 Please call the roll.

3 RECORDING SECRETARY: Randal Roark?

4 BOARD MEMBER ROARK: Yes.

5 RECORDING SECRETARY: Barbara Wingo?

6 VICE-CHAIRPERSON WINGO: Yes.

7 RECORDING SECRETARY: Toni Wallace?

8 CHAIRPERSON WALLACE: No.

9 MR. THOMPSON: All right.

10 CHAIRPERSON WALLACE: So you have an opinion.

11 MR. THOMPSON: All right. Thank you.

12 (Hearing was concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

I, Melissa Schroeder, Court Reporter, certify
that I was authorized to and did transcribe the
foregoing proceedings from an audio recording; and that
the transcript is a true and complete record of my
stenographic notes to the best of my ability.

I further certify that I am not a relative,
employee, attorney, or counsel of any of the parties,
nor am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am I
financially interested in the action.

DATED this 3rd day of August, 2020, in
St. Johns County, Florida.



Melissa Schroeder
Court Reporter

BOARD MEMBER ROARK: [20] 22/11 23/2 23/9 26/2 26/4 26/14 26/19 28/12 28/16 29/20 30/16 31/2 31/11 31/20 31/25 32/11 32/14 33/2 33/11 36/4 CHAIRPERSON WALLACE: [103] MR. BIRCHIM: [2] 33/14 33/20 MR. THOMPSON: [69] MS. KALAIDI: [4] 11/5 11/9 12/10 13/8 MS. MAY: [1] 34/24 MS. MELINDA: [14] 13/18 13/20 13/24 14/3 14/5 14/8 14/11 14/13 14/15 14/17 15/6 15/9 16/10 16/13 MS. WOLFE: [16] 2/8 2/13 2/24 9/14 9/16 9/19 9/24 10/20 19/18 19/22 20/3 23/7 31/3 31/13 32/4 33/7 RECORDING SECRETARY: [3] 36/3 36/5 36/7 UNIDENTIFIED SPEAKER: [9] 7/3 10/10 10/14 10/17 10/22 10/24 11/1 24/8 24/10 VICE-CHAIRPERSON WINGO: [21] 20/15 23/19 25/10 27/8 27/13 28/18 28/23 29/5 30/24 31/5 31/15 31/18 31/22 32/2 32/10 32/13 33/4 33/15 34/14 35/17 36/6 \$ \$2,500 [1] 5/7 \$75,000 [1] 4/21 \$8,000 [1] 5/8 '70s [1] 18/11 0 0137 [2] 1/10 2/4 0570 [1] 1/25 1 1,000 [1] 4/22 1/2 [2] 5/19 10/2 10 [2] 5/17 17/7 11 [1] 4/19 12 [1] 11/22 1510 [1] 1/24 154 [2] 11/16 12/17 16 [1] 4/19 18 [1] 5/4 1800s [1] 22/5	1821 [1] 23/5 19 [1] 22/2 1930 [2] 19/23 20/5 19th [1] 11/12 2 20 [1] 4/11 2013 [1] 4/9 2015 [1] 24/25 2017 [2] 1/9 22/2 2020 [1] 37/16 3 32084 [1] 1/25 3rd [1] 37/16 5 50 [1] 4/15 6 6-foot [1] 18/5 63 [9] 6/21 7/10 11/3 11/24 12/24 13/20 18/17 23/5 27/21 67 [9] 2/4 3/25 4/8 11/20 13/1 13/21 14/1 30/3 32/16 69 [3] 2/18 2/19 4/8 7 7-foot [2] 5/16 17/5 8 825-0570 [1] 1/25 9 904 [1] 1/25 A AB [1] 10/20 ability [1] 37/10 able [6] 5/20 6/18 7/14 9/19 10/14 12/15 about [22] 6/4 6/22 10/19 11/18 12/3 12/4 12/18 12/21 15/15 17/3 21/18 22/25 28/17 30/6 30/15 33/21 33/22 33/23 34/8 34/19 34/25 35/19 above [4] 3/14 3/16 17/4 33/10 accessed [1] 30/10 action [2] 37/14 37/15 actual [3] 23/20 32/18 33/6 actually [7] 6/15 6/17 7/19 10/15 17/12 27/23 35/23 add [1] 7/12 addendum [3] 3/19 32/4 32/6 adding [2] 22/13 22/14 addition [4] 21/23 22/8 24/21 25/1 additional [2] 3/12 9/16	additions [1] 7/22 address [1] 2/17 adds [1] 21/4 administrative [1] 35/22 advance [1] 17/10 advice [1] 26/14 after [1] 23/7 afterward [1] 16/20 again [6] 4/17 5/13 6/6 11/19 23/21 30/17 against [3] 8/13 10/8 13/16 AGHP [4] 3/8 3/21 4/3 8/12 ago [2] 25/8 34/6 agree [2] 14/23 27/19 ahead [1] 35/24 all [23] 4/7 5/23 7/1 7/1 7/25 8/3 9/1 13/10 15/12 15/22 16/22 17/3 20/4 22/12 22/13 23/24 29/18 30/22 33/3 34/19 35/18 36/9 36/11 all's [1] 7/24 allow [3] 3/25 26/17 33/5 allowing [1] 33/1 already [5] 12/18 17/20 21/10 22/20 34/20 also [3] 17/18 23/6 30/12 alter [1] 2/4 alternatives [1] 5/12 Although [1] 29/14 always [1] 20/25 another [3] 16/6 29/11 35/9 ANTOINETTE [1] 1/16 anxiety [1] 33/22 any [10] 13/6 14/8 15/13 18/13 25/22 32/20 33/25 36/1 37/12 37/13 Anybody [1] 34/24 anyone [3] 10/7 13/15 16/22 anything [5] 10/19 14/19 19/20 26/15 30/15 anyway [1] 12/13 anywhere [1] 26/25 applicant [3] 2/9 4/1 16/17 applicant's [1] 16/4 application [9] 2/2 2/25 3/4 3/13 3/15 8/9 10/8 13/16 33/25 applications [1] 34/11 applying [1] 35/9 appreciate [1] 15/20 approaches [1] 29/23 appropriate [4] 26/17 27/14 34/8 35/7 appropriateness [7] 1/10 2/3 2/25 3/24	30/2 30/9 32/15 approval [1] 33/25 approve [4] 28/14 29/21 30/1 32/14 approved [2] 21/14 34/20 approving [4] 29/24 30/21 33/17 34/3 architect [2] 5/18 7/13 architects [1] 28/9 architectural [3] 3/7 19/7 24/7 are [25] 5/9 7/23 8/3 8/6 8/6 9/5 10/11 12/19 13/17 16/13 19/1 22/13 23/11 26/16 27/11 28/20 31/7 31/9 32/25 32/25 33/7 33/16 33/16 33/19 34/17 area [1] 27/2 argument [4] 34/17 34/22 34/24 35/23 arguments [1] 35/19 around [4] 5/1 16/8 16/15 17/12 ask [4] 12/21 30/25 31/5 34/15 asked [1] 13/8 asking [1] 15/21 Assistant [1] 1/20 attorney [3] 1/20 37/12 37/14 attractive [1] 7/5 audio [1] 37/8 August [1] 37/16 AUGUSTINE [4] 1/7 1/8 1/24 1/25 authorized [1] 37/7 Avenida [2] 5/23 11/16 away [1] 15/7 awkward [1] 23/13 B B.J [2] 11/10 14/23 back [14] 7/8 11/19 21/2 22/1 24/12 24/22 25/7 25/16 25/17 25/18 25/19 28/21 29/13 30/20 bad [1] 24/2 BARBARA [3] 1/16 28/17 36/5 barn [2] 14/18 26/7 bars [1] 20/21 Based [1] 3/21 basically [4] 5/19 5/25 7/14 25/23 basis [1] 34/2 bathroom [1] 21/7 bayfront [2] 6/5 20/20 be [39] because [28] 2/9 4/16 5/9 5/13 5/25 6/2 6/8 6/19 7/6 7/14 9/2 9/16 9/25 11/15 11/21 13/1 15/18 17/17 18/1 18/4	18/7 18/10 21/1 23/13 24/3 26/25 34/19 35/10 bedroom [6] 21/5 21/8 25/14 25/21 25/22 25/24 been [8] 4/13 6/2 6/13 7/1 7/22 15/16 18/10 33/20 before [9] 2/12 3/12 4/11 9/17 13/13 34/1 34/11 35/20 35/20 begun [1] 23/10 behavior [1] 34/25 being [3] 10/11 12/6 23/11 believe [2] 7/21 9/22 beneath [1] 22/14 best [2] 29/21 37/10 between [2] 5/4 26/9 BIRCHIM [1] 1/20 bit [1] 6/5 blend [1] 21/24 block [1] 18/9 board [12] 1/7 1/15 1/17 2/14 3/23 22/9 27/22 28/13 32/7 34/1 34/3 34/12 both [4] 4/12 6/3 9/14 9/15 bottom [1] 17/14 bought [2] 4/9 25/11 BOULEVARD [1] 1/24 breeze [1] 21/4 bring [1] 17/7 brought [2] 11/13 32/17 buggies [1] 22/1 building [14] 1/20 2/5 2/5 3/10 3/14 3/16 3/25 8/18 14/21 30/3 30/10 32/16 34/4 34/6 built [1] 22/5 burning [1] 24/18 but [32] 3/8 6/4 7/9 7/12 11/19 12/4 12/5 12/13 12/16 12/20 14/18 14/23 15/24 16/3 16/4 16/7 16/15 17/24 21/2 22/23 23/3 26/5 26/9 26/11 27/19 28/14 28/21 29/18 33/4 34/8 34/24 35/18 C call [3] 5/22 7/24 36/2 called [1] 6/8 can [16] 3/23 8/16 10/18 10/20 13/9 13/25 14/1 14/19 15/23 16/3 20/5 22/3 24/4 28/21 31/3 34/24 can't [3] 6/19 26/25 29/14 cannot [1] 17/13 car [6] 7/12 18/15 18/16 18/18 26/25 27/3 care [1] 7/25
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REGULAR MEETING OF THE
CITY OF ST. AUGUSTINE
HISTORIC ARCHITECTURAL REVIEW BOARD
VIA COMMUNICATIONS MEDIA TECHNOLOGY (CMT)

ST. AUGUSTINE, FLORIDA

ON THURSDAY, JUNE 18, 2020

RE: F2020-0052, 67 MARINE STREET
F2020-0053, 67 MARINE STREET

* * * * *

BOARD MEMBERS PRESENT:

CATHERINE DUNCAN, Chair
BARBARA WINGO, Vice-Chair
JON BENOIT, Board Member
GAERE MacDONALD, Board Member
PAUL WEAVER, Board Member

* * * * *

STAFF PRESENT:

ISABELLE C. LOPEZ, City Attorney
JULIE COURTNEY, Historic Preservation Planner
JENNY WOLFE, Historic Preservation Officer

* * * * *

ST. AUGUSTINE COURT REPORTERS
1510 N. Ponce de Leon Blvd., Suite A
St. Augustine, FL 32084
(904) 825-0570

1 P R O C E E D I N G S

2 CHAIRPERSON DUNCAN: Okay. Now we'll move on
3 to our next item on the agenda. It's F2020-0052 at
4 67 Marine Street.

5 The application is to elevate the building
6 following the concept design approved in 2017
7 Opinion of Appropriateness including a new first
8 floor finished with stucco, new doors, and a garage
9 door, a window, a balcony, a driveway, and a
10 removal of the non-historic property wall.

11 And the applicant is here, and so if you would
12 please speak and be sworn in.

13 MR. THOMPSON: All righty.

14 RECORDING SECRETARY: Do you swear or affirm
15 that the testimony you give today will be the
16 truth, the whole truth, and nothing but the truth?

17 MR. THOMPSON: I do.

18 RECORDING SECRETARY: Name and address for the
19 record, please.

20 MR. THOMPSON: Paul Thompson,
21 168 Avenida Menendez.

22 CHAIRPERSON DUNCAN: Thank you. And now
23 Ms. Courtney will provide the presentation.

24 MS. COURTNEY: Thank you, Madam Chair.

25 This is an application for a certificate of

1 appropriateness for 67 Marine Street with the
2 proposed alterations to elevate the building off
3 (inaudible) approved in the 2017 Opinion of
4 Appropriateness, including a new first floor
5 finished with stucco, new doors, and a garage door,
6 window, balcony, driveway, and removal of
7 non-historic property walls.

8 This framed vernacular territorial building,
9 which is seen in the photo and those in your
10 packet, is located on the east side of
11 Marine Street in the Historic Preservation 1 zoning
12 district and the St. Augustine Town Plan National
13 Historic District visible in these aerial and
14 closeup views.

15 When looking at the application, these
16 associated city ordinances were considered, which
17 are taken from the Additions section of the
18 Architectural Guidelines for Historic Preservation,
19 and they're outlined here but also listed in our
20 staff report for your reference with some dos and
21 also some don'ts. And also, we looked at the
22 Accessory Buildings Including Porches section of
23 the AGHP. We also looked at the
24 Secretary of Interior Standards for Rehabilitation
25 and referenced 2, 3, 5, 9, and 10.

1 So, in conclusion, our findings were HARB is
2 to make a determination regarding the
3 appropriateness of the proposed alterations.

4 Our concerns were that an Opinion of
5 Appropriateness which was filed 2017-0137 was
6 approved at the November 9th, 2017 meeting with the
7 con -- condition of further details being provided
8 on raising the house to a new level, the proposed
9 replacement foundation type, and then chimney
10 replacement or retention.

11 A certificate of demolition application for
12 the removal of the chimney was also (inaudible) and
13 is the next item on the agenda. The drawing
14 submitted with that application shows that a brick
15 chimney covered in stucco is proposed as a
16 replacement in the same location as the -- as the
17 existing chimney.

18 The drawing submitted with this certificate of
19 appropriateness application indicated that the area
20 where the chimney is removed will be re-sided with
21 wood and staggered joints to match the existing
22 siding. Submitted drawings indicate fiberglass
23 shingles are proposed for the roof of the new
24 balcony. The roof should be wood to match the
25 existing house shingles.

1 The project is within Archaeological Zone 1B.
2 All site work and any ground-disturbing activities
3 need to be coordinated with the city archaeologist.
4 This project will likely require a submittal of the
5 A14 archaeological review application. Submittal
6 of the application and coordination with the city
7 arc -- archaeologist should begin as soon as
8 possible to avoid any interruptions in the
9 construction schedule.

10 For the additional information we needed, upon
11 review of the application, more detailed
12 information is needed including the following: An
13 existing and new elevation showing the existing and
14 proposed new height above the base flood elevation,
15 drawings with sections, profiles, and details on
16 materials including for the roof, foundation,
17 exterior finishes, the balcony supports and
18 brackets, the garage door, new window, and
19 six-panel door for first floor and the concrete
20 brick drive and walk. We also need details on the
21 paint or finish colors proposed and details on new
22 walls, paving, and plant material if new are
23 proposed.

24 Therefore, our staff recommendation is, based
25 on a review of the previously approved Opinion of

1 Appropriateness and without the support of evidence
2 to the contrary, staff finds that the board can
3 take the following actions on the certificate of
4 appropriateness at 67 Marine Street with the
5 following condition: The applicant provides all
6 required documentation which conforms to the AGHP
7 requirements subject to HARB approval.

8 Note the applicant indicated the materials
9 would be provided but could not meet the deadline
10 for submitting additional materials. Therefore, it
11 is the staff expectation that these will be
12 provided to the HARB and based on the concept
13 approval that these are details that will conform
14 to the concept approval. However, the applicant
15 did not submit all of these in advance of the
16 meeting and the HARB may need to continue these
17 item -- this item if they are not presented at
18 today's meeting.

19 Finally, these are the Secretary of the
20 Interior's Standards for Rehabilitation just listed
21 on the previous slide and also detailed in our
22 staff report that we referenced when reviewing this
23 application.

24 Thank you. This concludes our presentation.
25 We will be available to answer your questions.

1 CHAIRPERSON DUNCAN: Thank you. And now if
2 the applicant would like to make their
3 presentation.

4 MR. THOMPSON: Okay. She summed it up pretty
5 well. And I pulled Steve Schuyler out of
6 semiretirement in Orlando and to help finish up the
7 plans, he had his own little problems with
8 mechanical and mess-ups down there and I sent them
9 to Jenny either one or two days ago with the
10 additional information that Steve Schuyler provided
11 me.

12 And what I'm trying to do is raise this 1840
13 home for September when we usually get hit by a
14 hurricane or when history shows that. I see what's
15 coming up on the photos now. I took pictures of
16 the -- the two light fixtures I would put in here.
17 Lighting seems to be a key thing right now.

18 And that's how I see the stucco. That -- that
19 picture that's up, I guess you're seeing that,
20 that's a neighbor's house. And -- and just another
21 example of that. And let's see what Number 14 is.

22 Okay. So these are the new drawings that we
23 have here. So -- and LaRue who has raised the
24 other homes on the neighboring streets here, we are
25 glad that we can put -- put the beams underneath

1 the house and not through the house like the
2 neighbors have had to do. But the chimney won't
3 make it there. And that's it.

4 CHAIRPERSON DUNCAN: Okay. Thank you. So now
5 we would like to open up the comments for anyone in
6 the audience in the Alcazar Room or anyone on the
7 phone.

8 RECORDING SECRETARY: Madam Chair, there is no
9 one present in the Alcazar Room to speak at this
10 time.

11 UNIDENTIFIED SPEAKER: Madam Chair, we do not
12 have anyone on the phone line.

13 CHAIRPERSON DUNCAN: Thank you. So we'll
14 close the public comments.

15 MS. COURTNEY: Madam Chair, I'm sorry to
16 interrupt you, but we did receive one e-mailed
17 comment to the HARB and we'll address that as
18 allowable as for public comment. Would you like me
19 to read that into the record?

20 CHAIRPERSON DUNCAN: Yes, please. Thank you,
21 Ms. Courtney.

22 MS. COURTNEY: Thank you.

23 Okay. This is from Hamid and Dilara Hafiz
24 from 164 Avenida Menendez. They have some bullet
25 points or numbered points.

1 Number one, original 2017 Opinion of
2 Appropriateness staff recommendation clearly states
3 an approval to raise the structure currently as a
4 BFE of seven feet by only three feet BFE plus one
5 foot equal freeboard. Our understanding is BFE is
6 nine foot and freeboard is one foot for a total of
7 ten feet. This new re -- okay. That's number one.
8 Excuse me.

9 Number two, this new request for a certificate
10 of appropriateness is totally different and asks to
11 raise the structure by nine feet to BFE plus seven
12 feet and to add an additional floor, which we
13 never -- we have never seen HARB approve before in
14 the case of a historical building in HP-1.

15 Number three, the staff recommendation doesn't
16 highlight above issues for HARB to fully consider.
17 What we really need to know is what is the current
18 elevation in relation to BFE and what is the new
19 proposed elevation? Will the structure remain
20 within the existing 35 feet plus freeboard building
21 envelope? How does this affect future applications
22 to add additional floors to historical buildings?

23 Number four, this application is con -- is
24 completely inconsistent with HARB's own standards
25 in which it has strictly limited all prior

1 applications over the last four years to BFE plus
2 3.5 feet maximum, whereas in this case staff
3 appears to be recommending an approval to elevate
4 the house to BFE plus seven feet.

5 To maintain its credibility, HARB needs to
6 maintain consistent professional standards and to
7 ensure that staff -- that certain residents are not
8 seen to have given preferential treatment,
9 especially in the light all prior applications for
10 154, 164, and 166 Avenida Menendez which have all
11 been restricted to a BFE (inaudible) feet maximum.

12 We are anxious about the proximity of the
13 proposed development to our property line and
14 buildings, zero to six inches, as confirmed by our
15 professional surveyors and the high risk of damage
16 that will be caused to our property. We are also
17 concerned about the prior drainage system which
18 directed water to our property rather than onto
19 Marine Street.

20 We request HARB to consider adding the
21 following conditions prior to any construction:
22 Number one, an eight-foot protective fence be built
23 along the property line, as verified by
24 professional surveyors, to protect our property
25 during construction. We will gladly pay for up to

1 50 percent of reasonable fence construction costs.

2 Number two, a water management and drainage
3 plan be designed and implemented that redirects
4 drainage water from the rear of the house to the
5 front on Marine Street. That concludes the comment
6 (inaudible).

7 CHAIRPERSON DUNCAN: Okay. Now we'll move to
8 the board comments. Would anyone like to start?
9 Mr. Weaver, please.

10 BOARD MEMBER WEAVER: Yes. I guess I had a
11 couple of questions about the comments of
12 Mr. Thompson.

13 On the, I guess, the Marine Street
14 elevation -- and by the way, I'm very -- I remember
15 your horror stories about, I guess was it Matthew
16 that was so terrible and you had such terrible
17 flooding in the residence?

18 MR. THOMPSON: Yes, sir. Matthew came in two
19 feet above the floor, and then Irma came in 20
20 inches above the floor.

21 BOARD MEMBER WEAVER: Okay.

22 MR. THOMPSON: Then we had to prepare for
23 Dorian last year.

24 BOARD MEMBER WEAVER: Right. Now, was that --
25 that on this particular building or was that on

1 your residence? Was it (inaudible)?

2 MR. THOMPSON: Yes. That's the one we're
3 talking about.

4 BOARD MEMBER WEAVER: And this -- and -- and
5 the one that you're applying to raise.

6 MR. THOMPSON: Right. 67. I'm in it right
7 now. Mine has yet to be finished next door.

8 BOARD MEMBER WEAVER: And my second question
9 was, on the Marine Street elevation, I -- I'm
10 looking at the drawing, you've got a garage door
11 opening and then there's a door opening.

12 What is going to be the use of that interior
13 space behind the door opening?

14 MR. THOMPSON: Well, this property has no
15 parking to it, and that's why I started off with a
16 Opinion of Appropriateness to match other style
17 homes on the street, and received acceptance from
18 that. So basically to provide off-street parking.
19 Off-street parking, yes.

20 BOARD MEMBER WEAVER: And that's the garage
21 bay. I was asking about the door going into --
22 there's two -- there's a garage bay and then
23 there's a door. What is in --

24 MR. THOMPSON: Front door. So that goes to
25 the stairway to go up to the steps -- to the --

1 BOARD MEMBER WEAVER: Will that -- will that
2 interior -- that interior will not be living space,
3 then?

4 MR. THOMPSON: No. Oh no, because it would
5 be -- I'm standing. So the floor right now that my
6 feet are on is at seven-foot elevation, and the
7 driveway will become again basically at five and a
8 half or six. So that would be lower than anything.
9 So we got it up high enough to get a car under. So
10 that's --

11 BOARD MEMBER WEAVER: But you're going to
12 have -- you're going to be putting a car -- you're
13 going to be -- have -- it's like going to be an
14 access with stairs to the upper floor. That's
15 going to be what it is in that second bay?

16 Yeah, I'm looking at -- I'm looking at the --
17 I think the Marine Street elevation. We've got it
18 up on the screen now.

19 MR. THOMPSON: Right. So there's the garage
20 door.

21 BOARD MEMBER WEAVER: Right. And then there's
22 a door --

23 MR. THOMPSON: And that's the door --

24 BOARD MEMBER WEAVER: -- the first door --

25 MR. THOMPSON: -- that goes into the stairwell

1 that takes me straight up. And I think you'll see
2 that layout on Page A-1.

3 BOARD MEMBER WEAVER: So, do you have a -- do
4 you have a floor plan?

5 MR. THOMPSON: Yes, sir. It's -- it's coming
6 up. There we go.

7 BOARD MEMBER WEAVER: Okay. So it's --
8 basically you're going to have a -- I guess a
9 staggered stair going up to the second floor?

10 MR. THOMPSON: Right. We have a, you know,
11 staircase going around. He made it fit. Steve was
12 really concerned about that. There you go. Oop.
13 It keeps going back and forth.

14 You step in. It looks like you close the door
15 and you walk north of a few, landing, come up, and
16 then you're in this living room. And then there's
17 a separate door for the garage.

18 BOARD MEMBER WEAVER: Well, actually that
19 letter addressed a lot of the concerns I had. And
20 this is quite a bit -- I mean, it's almost like a
21 new proposal from what --

22 MR. THOMPSON: How is -- how is that?

23 BOARD MEMBER WEAVER: Well -- and I'm trying
24 to -- I think I've got -- let me see if I can -- I
25 wanted to -- to read the direct quote. Yeah, here

1 it is.

2 This is from the 2017 approval. "Proposed
3 el -- elevation height is the minimum necessary to
4 meet the current city regulation and future FEMA
5 finished floor elevation," which as I think in the
6 letter fairly accurately says (inaudible) feet.

7 So, I get -- I -- you testified there's been
8 flooding there before, and it's -- it's hard for us
9 to argue about it. It's always a concern,
10 particularly a building -- this is a very unusual,
11 rare significant building. So we're going to lose
12 some significant features, the coquina piers and it
13 looks like the coquina chimney. I think that's a
14 fair trade-off if we can ensure the long-term
15 preservation of the -- of the -- the main part of
16 the building.

17 And again, I think our goal and our consistent
18 policy in this is we need to raise it, but we want
19 to do the minimum necessary to preserve the
20 building and have the minimal particularly visual
21 impact.

22 But this new proposal, I think it -- that
23 letter stated very well and my concern is, it
24 completely changes the scale of that streetscape.
25 You're going way up and it's kind of -- with all

1 due respect, it seems like you're trying to solve
2 parking problems when the original concept was --
3 it was elevating the building to mitigate the
4 flood -- the flood issue, which again I've got a
5 lot of respect for, and I would probably be
6 supportive of that. But it has I think
7 dramatically changed.

8 And one thing -- I'm not sure I could support
9 it in any event, but Ms. Courtney mentioned a lot
10 of the drawings. I think this is one where a
11 streetscape study would be appropriate to look at
12 it in context and see how it's going to impact your
13 neighbors in particular on that streetscape in
14 general.

15 I saw -- ironically, I saw some of the
16 pictures that were submitted (inaudible) staff,
17 Mr. Harmon -- Mr. and Mrs. Harmon have filed
18 complaints about HARB allowing an out-of-scale deck
19 on I think it's 164 Avenida Menendez, the people
20 that wrote the letter. So I appreciate their
21 concerns and the Harmons as well.

22 So, I think the application is -- is -- as the
23 staff has said at this point is incomplete. And my
24 main concern is we really, based on my reading --
25 and please, Mr. Thompson and staff, correct me if

1 I'm wrong, but this has morphed into a quite
2 different project than what was proposed in the
3 Opinion of Appropriateness back in 2017.

4 So those are my comments. I think my position
5 is it's incomplete and my main concern at this
6 point is this is pretty radical.

7 Again, I'm willing to trade off some of the
8 loss of materials and features if it's for flood
9 mitigation. But if it's -- you know, again, it's
10 kind of morphed into a different type of project.
11 So, thank you, very much.

12 MS. WOLFE: Madam Chair, if I could, I'd like
13 to bring up some information to help refresh the
14 board's memory, because when the Opinion of
15 Appropriateness went through, it was in 2017, so it
16 was quite some time ago, and unfortunately you've
17 had lots of events since that time.

18 But we did pull the file from when that
19 opinion was submitted. I do have the application
20 in front of me, that the initial proposal was to
21 lift the home to a ten-foot elevation and then
22 advance -- in advance of the staff packets just
23 being prepared and delivered, we added an addendum
24 to the staff materials. And I'll just read it to
25 you because you don't have it in (inaudible).

1 So this was the original Opinion of
2 Appropriateness application 2017-0137. It says,
3 "As of the printing of the staff reports,
4 additional information was submitted by the
5 deadline which revised the application from a
6 building elevation to or above the floodplain to an
7 application to construct a new ground floor,
8 raising the existing building above the new ground
9 floor." It would provide for a garage, a balcony,
10 and it provided that information in detail.

11 We also have the plans that were submitted
12 along with that and that were provided to the board
13 during that hearing, and I'm looking at them now.
14 They do show a ground floor garage with a
15 double-door garage door and a single-door
16 pedestrian entry. And then we also have the
17 minutes from that meeting that shows the board
18 members' vote on that item.

19 So, it is the staff understanding that the
20 concept design that was approved and submitted at
21 the hearing was approved by the board, and
22 therefore, that that idea of raising it with the
23 garage was approved in concept.

24 VICE-CHAIR WINGO: And all -- but also if you
25 look at what actually was the condition for

1 approval, there were some caveats.

2 The actual final height of the two-story
3 structure, replacement foundation design, and other
4 site changes were to be addressed in -- in this
5 basically at this time. So it wasn't just -- and
6 the possibility of keeping the fireplace, sorry,
7 that was also part of it.

8 So I think a lot of it was already -- was also
9 up in the air even with that approval. But I -- I
10 do remember that it did include the idea of a -- of
11 a garage, but that the idea that how much more that
12 would cause the property to be raised was still up
13 in the air as far as the actual approval.

14 MS. WOLFE: Correct. We agreed that there
15 were additional materials needed. And we have been
16 trying to be consistent in the way we look at the
17 building elevations and getting a measurement of
18 base flood elevation, and we do have the building
19 official available to answer any specific questions
20 on what the requirements are.

21 But we were trying to get clarification from
22 the applicant on what the actual elevation would be
23 above the base flood elevation so we knew that were
24 looking at apples to apples with the neighboring
25 properties.

1 CHAIRPERSON DUNCAN: I also say that on the
2 order, the signed order from the -- the meeting, it
3 says that it was approved and that -- just raising
4 the house. It also requests the foundation type.

5 Now, from the drawings, it clearly shows it's
6 a continuous CMU wall. And it appears to me that
7 when you're talking about a foundation time and,
8 you know, the whole discussion, I want to go
9 back -- I think I wasn't at the meeting when it
10 happened -- but I want to watch it because I -- you
11 know, it's almost like there were piers, you know,
12 the discussion of the type of foundation, which it
13 clearly shows there's no option on the type of
14 foundation. It seems like it's a CMU wall in the
15 new proposed two-story addition. And it just seems
16 like adding a garage where you drive your car in to
17 a historic property is not appropriate in my
18 opinion, and it seems like we're completely
19 changing everything about this property.

20 And now that the wall's being taken down in
21 the front, now you will have full exposure, like
22 Mr. Weaver (inaudible) streetscape (inaudible) and
23 a garage door, which never was part of the historic
24 buildings along that road from 1840.

25 So I'm just concerned about kind of the

1 confusion in the concept of adding the garage to
2 the bottom, not raising the building.

3 Mr. MacDonald?

4 BOARD MEMBER MacDONALD: Yeah, I was not on
5 the board in 2017, so I'm not familiar with the
6 case.

7 I think Mr. Weaver is correct, it is
8 incomplete. And had I been here in 2017, I would
9 have had an issue with the fact that a territorial
10 building is lifted up and put on top of a garage
11 structure, because doing that doesn't make it a
12 second Spanish colonial building. And these
13 territorial buildings in town are, as Mr. Weaver
14 said, very rare. We do not have very many of them
15 at all.

16 That being said, the hearing in 2017 was done.
17 It would be nice to have more clarity on exactly
18 where that landed, and I think this probably needs
19 to come back and be looked at again.

20 MR. THOMPSON: When do I get to chime in?

21 CHAIRPERSON DUNCAN: Well, if you have an
22 additional comment, yes --

23 MR. THOMPSON: I've got plenty.

24 CHAIRPERSON DUNCAN: We're at the board
25 discussion at this point, but yes, if you have any

1 additional.

2 MR. THOMPSON: First of all, Jenny, I don't
3 know if you can pull up those initial photos there
4 of the other balconies that I sent in.

5 That was taken from this street. I don't know
6 how many times you come down this section of
7 Marine Street, but that's where I got the idea for
8 this. Let's see. That one. There's one right
9 there. There's my other neighbor, and Sandy and
10 Chip Harmon two doors down.

11 This is where I got the idea for my concept,
12 and that's why I came in to get an opinion first of
13 whether the board would even allow it. And they
14 agreed. They understand the hardship of no
15 parking, the idea that any additions are different
16 looking because that's what y'all like to see, so
17 that's why I did stucco down below. Did concrete
18 block to make it sturdier here.

19 This -- this plan is the exact one that was
20 presented back in 2017, and what Steve Schuyler did
21 was button it up and give you-all the details.
22 The -- you know, on this one, it says actual
23 elevation is at seven, but the garage would be to
24 zero, and it would go up to a second floor finished
25 elevation at nine-eight.

1 This -- this is what was approved there. And
2 I went forward in good faith here and now that my
3 house is almost done after three and a half years
4 and trying to get this one lifted and out of harm's
5 way prior to the next storm.

6 But this is not a different plan. It is not
7 going to affect the streetscape because this --
8 these are the four homes that look like this on the
9 way to my house right here. Thank you.

10 CHAIRPERSON DUNCAN: Mr. MacDonald?

11 BOARD MEMBER MacDONALD: Yeah, I will respond.
12 And, you know, I fully sympathize with the flooding
13 issues and the house should be raised out of the
14 flood zone, obviously.

15 My only comments were, and the pictures you
16 provide show something similar, but those are
17 actually second Spanish designs and this is a
18 territorial house.

19 We can't undo what was decided in 2017.
20 You've gone forward with information you were given
21 in (inaudible) faith to develop these plans and all
22 the details I think to -- to finish this here.

23 But I -- I do sympathize with both your need
24 for parking and for trying to get out of the flood
25 zone. I just have concerns obviously for the

1 territorial building, but that's already been
2 discussed.

3 VICE-CHAIR WINGO: Well, let me just say that
4 remember that there are very -- there are four
5 caveats to the approval of the new foundation and
6 building elevation, so -- that were to be studied
7 and brought to the certificate of appropriateness
8 hearing.

9 So those caveats, to me, say that what was
10 there was not cast in stone, but the -- these
11 caveats had to be addressed at this time and
12 presumably were a part of your planning,
13 Mr. Thompson, during the time that passed between
14 then and now.

15 And so, these -- those were, as I said, the
16 height, the replacement foundation design -- so
17 that wasn't necessarily going to be the same as
18 what you presented -- any other site changes and
19 the saving of the fireplace.

20 So those were all -- the board was saying it
21 was okay to lift the house, but we needed more
22 information on the various other aspects of what
23 you were proposing. That -- since I'm the only one
24 that was there, I'll just say that's my
25 recollection as well.

1 MR. THOMPSON: And understandable, and I guess
2 with Ms. -- Steve Schuyler's detail with the footer
3 in there, I don't know if that answers the
4 questions for the footings with the concrete block
5 base.

6 The chimney is not -- won't make it as far as
7 once the home is lifted. So the recommendation
8 from HARB of how we replace it, whatever that
9 takes, this is a -- in a half building, it's not a
10 two-story building, and so we are well under the
11 35 feet.

12 CHAIRPERSON DUNCAN: Can I say just one thing
13 about the height of the finished floor?

14 In Mr. Schuyler's section cut that he did
15 through your building, Mr. Thompson, the top of the
16 block is at eight-eight, and then there's like a
17 six by six that he's showing below on top of the
18 block, and then there's -- it appears to be a
19 two by ten floor joist, and then you have your
20 three-quarter. So your -- it ends up -- in my
21 opinion your finished floor is ten feet, it's not
22 nine-eight.

23 Just these kinds of detail show that, you
24 know, in reality it's going to be higher than the
25 numbers that were suggested. And so, I think

1 really, you know, the things that begin to make the
2 project really, you know, start to come together
3 would be all of these numbers.

4 You know, it seems like all of the elevations
5 don't show any -- any heights. And so we don't
6 even know what the height is. And I would be
7 curious to know what is the top of the roof, and I
8 would like to see it in a section with all of the
9 framing materials shown.

10 MR. THOMPSON: We can do that.

11 BOARD MEMBER BENOIT: Yeah, I -- just to sort
12 of jump in there, I think -- I do think that's
13 where the application would benefit from the
14 streetscape.

15 And I appreciate that it takes some time and
16 energy from the architect and the applicant to put
17 that streetscape together, but I think it does two
18 things.

19 One, it sort of brings some clarity about the
20 elevations relative to neighboring properties.
21 Because the applicant's correct; I mean, the
22 existing -- the difference between this one and the
23 ones we see on Avenida Menendez, the structures
24 that were -- had to stay on, they could only go up
25 as high as the overall height limit of the building

1 would allow, number one.

2 But, number two, I think if we had that
3 streetscape elevation, you would see that there are
4 other similar buildings on Marine Street that
5 either were originally built with the ground floor
6 and masonry with wood frame on top, or were
7 originally the similar cottages that had been
8 lifted and a masonry ground floor put underneath
9 them.

10 And so, I think it (inaudible) the elevations
11 but also sort of the overall design theme to have
12 that streetscape view. And so, I do think that
13 we're going to -- we need to see that, and that
14 would help bring some clarity to both of those
15 major issues.

16 CHAIRPERSON DUNCAN: Mr. Weaver?

17 MR. THOMPSON: I'd also like to mention that
18 the neighbor that put in the comment, I am up
19 against his one-car garage. That's what I'm
20 against, that. And it was built so close -- the
21 eave line is so close, within inches of the
22 property line, which is fine. When this home was
23 built in 1840, it is very close to the property
24 line.

25 So -- but that's -- that's what I'm up

1 against, a one-car garage detached that was built,
2 what, ten years ago.

3 CHAIRPERSON DUNCAN: Okay. Mr. Weaver?

4 BOARD MEMBER WEAVER: I -- I just -- while I
5 think you've heard HARB's opinion, I think it is
6 important that since 2017, now we've had evidence
7 introduced by one of your neighbors with concerns
8 about the scale.

9 MR. THOMPSON: That -- that -- that neighbor,
10 we all know, is not happy because he wanted to go
11 up five more feet on his massive presence of a
12 two-story home on the bayfront, so...

13 BOARD MEMBER BENOIT: But, Mr. Thompson, the
14 reason he couldn't do that is because we made him
15 put a streetscape together, and by showing the
16 evidence that that would have put it out of scale,
17 we had the sub -- we had the -- the grounding to
18 deny that elevation.

19 MR. THOMPSON: I understand.

20 BOARD MEMBER BENOIT: So we have to have
21 that -- we have -- to support you in your
22 application, we have to have that same -- we have
23 to have that same evidence.

24 MR. THOMPSON: And, you know --

25 CHAIRPERSON DUNCAN: That was also in

1 consideration of your building being a lower
2 height. We're trying to look at the whole
3 streetscape and make sure that no one building is
4 too high.

5 And I think the integrity of what you're
6 building is -- now will be completely changed and
7 transformed and it will lose all of its original
8 integrity with the alterations that are being
9 requested.

10 MR. THOMPSON: It's definitely going to look
11 different. I'm trying to save the home because I
12 don't know how many more floods it can get or if it
13 can take a good one.

14 But let me remind everyone, I'll be glad to
15 answer all the questions, but this is why I went
16 for an opinion on -- in 2017, so I could find out
17 whether this concept would fly or not. And I got
18 the green light. I believe it was unanimous.

19 VICE-CHAIR WINGO: No.

20 BOARD MEMBER WEAVER: Well, you're talking to
21 a different board now --

22 MR. THOMPSON: Does that -- does that negate
23 the decision?

24 BOARD MEMBER WEAVER: Can I -- I'm not -- may
25 I speak? I don't want to get in an argument, and

1 you've interrupted me several times now.

2 MR. THOMPSON: I apologize. It's --

3 BOARD MEMBER WEAVER: I --

4 MR. THOMPSON: -- a delay on my computer.

5 BOARD MEMBER WEAVER: May I say -- I
6 understand you're frustrated, but may I speak
7 without interruption?

8 MR. THOMPSON: Yes. I'm sorry. There's a
9 delay in my audio here with my computer.

10 BOARD MEMBER WEAVER: I've tried to make my
11 point several times and I've -- I've been
12 interrupted, so I'd like to complete my thought.

13 It's not under the -- only the neighbors at
14 164 Avenida Menendez, but Mr. -- Mr. and
15 Mrs. Shepard separately have raised an issue about
16 that deck at 164. So there are concerns about the
17 scale. So we considered that.

18 I'm going to remain -- maintain an open mind.
19 And you have presented evidence. I -- I don't know
20 the background of the other buildings that have
21 garages on the first floor, but that's your
22 opportunity to make your case here.

23 But our concern's about the scale. It was an
24 opinion. There were a number of conditions to it.
25 We've got public input about that, and I think the

1 elevation study is something that needs to be done
2 so we've got a full understanding of how that's
3 going to impact.

4 So that's kind of where I'm at. I'm not -- I
5 don't have my mind made up. And I regret if you
6 could -- you know, what happened in 2017. But what
7 we're looking at, what we were presented with, is
8 not -- in our packet was not the final opinion. So
9 that was not my understanding.

10 As I said, what the staff report says here is
11 initially the building was only going to be raised
12 three feet. The foundation was going to be lost,
13 but I don't -- not sure whether or not the chimney
14 was going to have to be removed under this
15 (inaudible). So a lot's changed since then. So,
16 thank you very much.

17 MR. THOMPSON: Uh-huh.

18 BOARD MEMBER WEAVER: I'm sympathetic,
19 Mr. Thompson, and I'm going to give it every
20 consideration. I'm not -- I think we need some
21 additional information, as I said.

22 So my position right now is that we continue
23 this, let you get -- give you an opportunity to
24 flesh this application out and we'll -- we'll take
25 a look at it again.

1 CHAIRPERSON DUNCAN: Ms. Wolfe?

2 MS. WOLFE: Yes. Madam Chair, thank you. I
3 just -- I just wanted to provide some way for us to
4 clarify what (inaudible) would be (indicating).

5 But it is the staff's understanding that that
6 concept design that was approved included the
7 garage. Now, yes, we wanted more details about the
8 exact height. And I think that there's questions
9 from the staff side and I've spoken with our
10 building official about what the current grade is,
11 what the actual upper -- you know, the finished
12 floor elevation will be and the overall height will
13 be. I think those are questions that we need
14 answered.

15 But I do want to be clear that there was
16 evidence presented to HARB at that hearing of what
17 the impacts to the structure would be by adding
18 that garage. And there was public testimony from I
19 believe Ms. Melinda Rakoncay discussing the garage
20 specifically.

21 So, I do want to at least provide clarity and
22 confirmation from Mr. Thompson that the concept of
23 adding the garage was approved. And, yes, we do
24 want some additional details, which it sounds like
25 he's willing to provide, but I -- I want to make

1 sure we're clear that we're not going back on that
2 concept design that was approved.

3 BOARD MEMBER WEAVER: Well, what if we think
4 HARB made a mistake, Jenny?

5 MS. LOPEZ: I think it would --

6 BOARD MEMBER WEAVER: The question is --

7 MS. LOPEZ: -- need to be something more than
8 you think HARB made a mistake.

9 I really think that if you're -- if you
10 individually, Mr. Weaver, and other members of the
11 board have concerns about the evidence that was
12 presented -- because even though it was an opinion,
13 it still went through the whole process. So I
14 would suggest -- and this wasn't a hundred years
15 ago, this was a few years ago.

16 I believe that we still have video -- am I
17 correct, Ms. Wolfe -- of the full hearing where you
18 could re-review the evidence that was presented.
19 You could certainly hear Mr. Weaver and other board
20 members' concerns that they just need a little more
21 flesh-out. They need to really see the elevations.
22 I think Ms. Duncan mentioned that as well, that a
23 streetscape would be helpful and is consistent with
24 what you've asked other similarly situated
25 applicants to do. So all of that is consistent.

1 But we really should try to avoid sort of
2 flip-flopping on -- on fundamentals. You know,
3 details, I believe Dr. Wingo pointed out, yes, the
4 application specified that there are certain
5 details that hadn't been fully fleshed out, and
6 those could be something that you would have a
7 differing opinion on.

8 But -- but I think it's important to the
9 integrity of the board as a board and its decisions
10 that unless truly there was, you know, a
11 significant change or -- or fraud or an issue that
12 had not been presented or contrary evidence that
13 now comes to light, then that's a different matter.
14 But simply saying, well, you know, in hindsight
15 maybe I wouldn't agree with this, I think that's a
16 slippery slope to get into.

17 BOARD MEMBER WEAVER: Okay. Yeah, I think
18 there's a number of conditions, and I think the
19 scale -- that's why we want to see the -- the
20 elevation study, because that was not something
21 that they had in 2017 to consider.

22 So, based on additional evidence, I think we
23 have a -- an opportunity to (inaudible). Thank
24 you, very much for the (inaudible).

25 BOARD MEMBER BENOIT: And I think, Ms. Wolfe,

1 to your general point, I -- overall I would be
2 supportive of the concept.

3 I'm concerned that we don't have the evidence
4 to show that really the -- the floor is not being
5 raised higher than the other projects we've already
6 approved on Avenida Menendez, projects that we have
7 (inaudible) a similar streetscape study (inaudible)
8 our position that they could only go to a certain
9 height.

10 So I do feel like to respond to some of the
11 public inquiry, and even without that, you know,
12 having that evidence there, it just helps to
13 substantiate at least for me my approval, number
14 one.

15 Number two, I would like in the re -- if we,
16 you know, have it come back for some details, I do
17 think, Mr. Thompson, we've just got to talk about
18 how you're going to handle flood mitigation with
19 the solid stem walls for the ground floor.
20 Somewhere you'll have to have some openings for
21 flow-through, I would think. So I would like to
22 know how we address that FEMA requirement, or are
23 we somehow getting around that?

24 But overall, I'm supportive of it. It's my
25 expectation that there are similar homes on

1 Marine Street where either built originally that
2 way or -- or improved in a similar way where they
3 were lifted into masonry. All of that to me makes
4 sense. I would just like to see the evidence
5 improved so that we can help manage this -- because
6 this isn't the last one we're going to see -- so we
7 are consistent in having that study as we go
8 forward. That's what I need.

9 The other stuff is minor. I would like to see
10 the fireplace put back. I think it's an important
11 part of the detail of the house. But, you know, it
12 seems like that the garage on the ground floor,
13 I'm -- overall I'm supportive of it, I just
14 would -- I think it's important we have the
15 evidence right in the record.

16 BOARD MEMBER WEAVER: And if I'm -- the other
17 thing, in -- and -- and sometimes (inaudible). But
18 in the record we got today from the 2017 meeting,
19 it was I think ambiguous as to what was decided, in
20 my reading of it.

21 So, I would -- in addition to the elevation
22 study, I'd like a more complete record of what HARB
23 (inaudible) and what their decision was in 2017.

24 CHAIRPERSON DUNCAN: And I would also say that
25 it makes it really challenging, because the whole

1 staff report from the 2017 meeting talks about
2 raising the building three feet, and then there was
3 something turned in at the last minute, and then,
4 you know, that changed -- that's a completely
5 different concept. And we saw today that new
6 information comes in, you know, and then it's not
7 fully, you know, reviewed by staff where we can
8 rely on staff's comments.

9 I think I would just say we shouldn't allow
10 anything after the date where things have to be
11 submitted so we don't get into a bind. But we, you
12 know, give courtesy to let people bring in new
13 information, and it becomes something that maybe we
14 make a decision not knowing -- because I think the
15 staff report really helps us find the evidence
16 within our -- our guidelines and precedence for us
17 to make a qualified decision.

18 And I think when we have something that --
19 that we have to just decide off the cuff do we like
20 it or not, I think it's -- it can be challenging.
21 And so, I'm very curious to see the meeting notes
22 from that meeting and see what was discussed
23 exactly.

24 BOARD MEMBER WEAVER: Well, and that was kind
25 of my point, because we got the 2017 staff report,

1 which was submitted not modified and it's a
2 completely different project.

3 And it sounds to me like -- and I'm not -- I'm
4 not sure, but it sounds look to me like a scenario
5 that Ms. Duncan is talking about that at the
6 meeting, additional information after the deadline
7 was submitted and a decision was made and look at
8 what we've got now. We've got something that was
9 half made. So I just want to make sure that that
10 doesn't happen again, so --

11 MS. WOLFE: Let me --

12 BOARD MEMBER WEAVER: -- (inaudible)
13 understand what the record was and I think
14 particularly the full elevation study, you know, is
15 done so that we've got -- we've got a clear picture
16 of this.

17 CHAIRPERSON DUNCAN: Ms. Wolfe?

18 MS. WOLFE: We can certainly recreate that,
19 but I do want to be clear that there was an
20 addendum, which maybe y'all didn't get a copy of,
21 in your COA or Opinion of Appropriateness from
22 2017.

23 But it said "As of the printing of the staff
24 reports, additional information was submitted by
25 the -- by the deadline" -- so in other words, we

1 got information by the Monday deadline but our
2 staff reports were already complete -- "which
3 revised the application from a building elevation
4 to or above the floodplain to an application to
5 construct a new ground floor, raising the existing
6 building above the new ground floor." And there
7 were several details provided underneath of that.
8 This addendum was included in that staff report in
9 your staff packets, but the original staff report
10 was not modified; we just added an addendum.

11 So, I just -- I just want to make that very
12 clear. But we can certainly package that
13 information up so that you-all have it to look at
14 and evaluate.

15 MS. COURTNEY: I would like to speak.

16 MS. LOPEZ: Sorry. Just to remind the people
17 who may be watching or board members if I'm
18 correct, Ms. Wolfe, that the process is submittal
19 of documents, staff written report shared with the
20 applicant, and then a period of time immediately
21 thereafter where the applicant can respond back and
22 supplement, and then that complete packet is what
23 goes to the board. So there is sort of a -- is
24 that correct, that there's a preliminary --

25 MS. WOLFE: Not --

1 MS. LOPEZ: -- staff report and then there's
2 some measure of time for the applicants to
3 supplement?

4 MS. WOLFE: Not exactly, Ms. Lopez.

5 The way it works is we write our staff reports
6 and we complete that. The applicant has up to ten
7 days before the meeting to submit additional
8 material, but we may have already completed our
9 staff report and they wouldn't have gotten a copy
10 of that yet. We put the information together one
11 week in advance of the meeting.

12 So they don't have a chance to really respond
13 to the staff report because there isn't enough time
14 for us to then go back and modify ten staff
15 reports. So -- but we do at least provide that to
16 the board so they have the full information.

17 BOARD MEMBER WEAVER: Well, and I think
18 there's an additional step, too, that after the
19 applicant's provided the additional material,
20 likely at the HARB meeting, and maybe this is
21 reflected in the minutes, there was staff dialogue
22 and this additional information was evaluated, and
23 maybe there was a modified recommendation or
24 clarification (inaudible), which I guess I don't
25 know whether I missed it or it wasn't there, but --

1 MS. WOLFE: The staff recommendation was a
2 continuance at that time, and the board evaluated
3 the drawings submitted by the applicant and the
4 public testimony even referring to a garage. The
5 drawings that were submitted to the board at the
6 HARB meeting were generally the same in concept as
7 the drawings that you received today. All of that
8 was presented at the HARB meeting.

9 BOARD MEMBER WEAVER: All right. Thank you.

10 MS. WOLFE: Uh-huh.

11 CHAIRPERSON DUNCAN: Ms. Courtney, did you
12 have a comment?

13 MS. COURTNEY: Yes.

14 I just would clarify with what Mr. Weaver was
15 saying, that you did receive in your packets for
16 this meeting for the certificate of appropriate
17 meeting, you did receive the -- the staff report
18 and the order for the Opinion of Appropriateness.

19 For some reason the addendum and that set was
20 not uploaded to the source that I had copied the
21 Opinion of Appropriateness information from. So
22 you did not see that addendum and memo with your
23 packets today.

24 CHAIRPERSON DUNCAN: Mr. MacDonald?

25 BOARD MEMBER BENOIT: If I could.

1 BOARD MEMBER MacDONALD: What month in 2017
2 was that hearing and is it available for us to have
3 a look at as well?

4 CHAIRPERSON DUNCAN: I think it was in
5 November.

6 MS. LOPEZ: Ms. Wolfe, I'm not sure, but I
7 believe in 2017 all our hearings were videoed and
8 should be available on demand or close to it. Am I
9 incorrect?

10 MS. WOLFE: I would have to verify just
11 because our web site has changed and there is some
12 information that I haven't been able to access on
13 our web site. But ideally, yes, it's there
14 somewhere.

15 I was trying to at the moment pull up the
16 meeting minutes, and I can share that with you
17 here. This meeting occurred November 9th, 2017.
18 And let me share my screen. Here are the minutes
19 from that meeting.

20 So the meeting date is a regular board
21 meeting. Opinion, the recommendation from staff
22 was to continue, although the normal comments from
23 the staff report were still discussed or just
24 copied into there.

25 And then there was reviewing application with

1 additional pictures and information. And we had
2 some comments from the public on the height and the
3 garage and discussion from Mr. Thompson about
4 the -- ground floor garage. And then they approved
5 the new foundation and building elevation.

6 CHAIRPERSON DUNCAN: So why is it called out
7 as coquina stone pier?

8 MR. THOMPSON: That's what is there now.

9 CHAIRPERSON DUNCAN: Well, it's saying
10 replacement of coquina stone pier.

11 MS. WOLFE: Are you talking about this slide,
12 Madam Chair?

13 BOARD MEMBER BENOIT: And I think, you know,
14 I -- I'm not muted, right? I would like to sort of
15 be able to give the applicant some clarity about
16 those comments today.

17 You know, in terms of foundations, at least as
18 far as I'm concerned, I much -- if -- if the house
19 goes up to that elevation and -- and it can be --
20 it can support parking underneath, I absolutely
21 prefer to have the solid masonry walls stuccoed as
22 shown versus having the building up on piers.
23 Because that's sort of the issue we ran into with
24 some of the other ones that were being lifted, is
25 it gets so tall and skinny when you're on piers

1 that are eight feet tall.

2 So, I -- in my opinion, the solid masonry
3 walls are much more compatible with existing
4 buildings on the street that have that same basic
5 configuration with parking and porch overhanging
6 the garage door. So I -- I think we owe it to the
7 applicant to bring some clarity to that.

8 We're asking for an elevation study so we can
9 verify elevation heights, the total building height
10 relative to other structures on the streetscape,
11 but we -- I think we also can bring some clarity to
12 if -- if this is a -- if we're sort of committed to
13 the opinion in 2017, then we do need to sort of
14 say, okay, they wanted some clarity about the
15 foundation type. We're looking at a masonry
16 foundation that's a continuous wall. Do we support
17 that? And is it compatible?

18 In my opinion, I think it is. I would ask the
19 applicant to just sort of clarify how they would
20 achieve whatever the FEMA requirements are for
21 flood mitigation on that ground floor.

22 MR. THOMPSON: Are you waiting for me?

23 CHAIRPERSON DUNCAN: Mr. MacDonald?

24 MR. THOMPSON: Oh, okay.

25 BOARD MEMBER MacDONALD: I agree with

1 Mr. Benoit and certainly never had an intention of
2 derailing something that was done in 2017 that
3 Mr. Thompson has pursued this in good faith. We
4 just have to get there, ideally before we have a
5 hurricane so he doesn't get flooded again.

6 And -- and Mr. Benoit is right, you know,
7 elevating the house on coquina that high
8 structurally would not be sound, and he's referring
9 to mitigation for flood pressure against those
10 continuous walls which can be achieved with
11 frangible panels and grilled openings to let water
12 in and out just for equalizing pressure. But he's
13 absolutely spot on with that.

14 CHAIRPERSON DUNCAN: Okay. Is there a motion?

15 BOARD MEMBER BENOIT: I -- I can make a
16 motion.

17 I'd like to make a motion to continue
18 application F2020-0052 with the request that the
19 applicant come back with some type of elevation
20 study showing how this house lift compares to other
21 floor elevations on the street, showing (inaudible)
22 compared to adjacent properties.

23 And if that means you go farther out to find
24 compatible buildings, I would recommend you go out
25 as far as you need to, recognizing that that

1 building type is on Marine Street.

2 And I would ask the applicant to reconsider
3 the chimney as part of that continuance. Not --
4 recognizing that the chimney would need to be
5 removed for the house lift, but could it be
6 replaced in similar scale so that we get that
7 little vertical element when all is said and done.

8 BOARD MEMBER WEAVER: Second.

9 CHAIRPERSON DUNCAN: Is there a second?

10 BOARD MEMBER WEAVER: I second --

11 VICE-CHAIR WINGO: I'll second it.

12 CHAIRPERSON DUNCAN: Madam secretary, please
13 call roll.

14 RECORDING SECRETARY: Jon Benoit?

15 BOARD MEMBER BENOIT: Yes.

16 RECORDING SECRETARY: Paul Weaver?

17 BOARD MEMBER WEAVER: Yes.

18 RECORDING SECRETARY: Gaere MacDonald?

19 BOARD MEMBER MacDONALD: Yes.

20 RECORDING SECRETARY: Barbara Wingo?

21 VICE-CHAIR WINGO: Yes.

22 RECORDING SECRETARY: Catherine Duncan?

23 CHAIRPERSON DUNCAN: Yes. Okay. Thank you.

24 MR. THOMPSON: Thank you.

25 CHAIRPERSON DUNCAN: Okay. At this time I

1 think we're going to take a break and Ms. Wolfe,
2 when we re (inaudible).

3 F2020-0053, 67 Marine Street

4 MS. WOLFE: Madam Chair, before we do that,
5 we -- I just want to be clear we did have an
6 application for a certificate of partial demolition
7 for the chimney on 67 Marine Street.

8 Would the board like to continue that -- take
9 action and continue that item as well?

10 BOARD MEMBER WEAVER: I'd make a motion for
11 that.

12 CHAIRPERSON DUNCAN: I think that would be a
13 good idea.

14 BOARD MEMBER BENOIT: I can second.

15 CHAIRPERSON DUNCAN: Madam secretary, please
16 call roll.

17 RECORDING SECRETARY: Paul Weaver?

18 BOARD MEMBER WEAVER: Yes.

19 RECORDING SECRETARY: Jon Benoit?

20 BOARD MEMBER BENOIT: Yes.

21 RECORDING SECRETARY: Gaere MacDonald?

22 BOARD MEMBER MacDONALD: Yes.

23 RECORDING SECRETARY: Barbara Wingo?

24 VICE-CHAIR WINGO: Yes.

25 RECORDING SECRETARY: Catherine Duncan?

1 CHAIRPERSON DUNCAN: Yes.

2 MS. WOLFE: And that is for the July 16th
3 meeting.

4 CHAIRPERSON DUNCAN: Okay. Thank you. And we
5 will reconvene at 1:00.

6 (Hearing concluded.)

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1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA)

4 COUNTY OF ST. JOHNS)

5

6 I, JANET M. BEASON, RPR-CP, RMR, CRR, do hereby certify
7 that the foregoing pages constitute a true and complete
8 transcript of the proceedings transcribed by me to the best
9 of my ability in the aforementioned cause at the time and
10 place herein set forth.

11 I further certify that I am not a relative, employee,
12 attorney, or counsel of any of the parties, nor am I a
13 relative or employee of any of the parties' attorneys or
14 counsel connected with the action, nor am I financially
15 interested in the action.

16 Dated this 3rd day of August, 2020.

17

18


JANET M. BEASON, RPR, RMR, CRR

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BOARD MEMBER BENOIT: [10] 26/11 28/13 28/20 34/25 41/25 43/13 45/15 46/15 47/14 47/20 BOARD MEMBER MacDONALD: [6] 21/4 23/11 42/1 44/25 46/19 47/22 BOARD MEMBER WEAVER: [34] 11/10 11/21 11/24 12/4 12/8 12/20 13/1 13/11 13/21 13/24 14/3 14/7 14/18 14/23 28/4 29/20 29/24 30/3 30/5 30/10 31/18 33/3 33/6 34/17 36/16 37/24 38/12 40/17 41/9 46/8 46/10 46/17 47/10 47/18 CHAIRPERSON DUNCAN: [33] 2/2 2/22 7/1 8/4 8/13 8/20 11/7 20/1 21/21 21/24 23/10 25/12 27/16 28/3 28/25 32/1 36/24 38/17 41/11 41/24 42/4 43/6 43/9 44/23 45/14 46/9 46/12 46/23 46/25 47/12 47/15 48/1 48/4 MR. THOMPSON: [36] 2/13 2/17 2/20 7/4 11/18 11/22 12/2 12/6 12/14 12/24 13/4 13/19 13/23 13/25 14/5 14/10 14/22 21/20 21/23 22/2 25/1 26/10 27/17 28/9 28/19 28/24 29/10 29/22 30/2 30/4 30/8 31/17 43/8 44/22 44/24 46/24 MS. COURTNEY: [5] 2/24 8/15 8/22 39/15 41/13 MS. LOPEZ: [5] 33/5 33/7 39/16 40/1 42/6 MS. WOLFE: [13] 17/12 19/14 32/2 38/11 38/18 39/25 40/4 41/1 41/10 42/10 43/11 47/4 48/2 RECORDING SECRETARY: [13] 2/14 2/18 8/8 46/14 46/16 46/18 46/20 46/22 47/17 47/19 47/21 47/23 47/25 UNIDENTIFIED SPEAKER: [1] 8/11 VICE-CHAIR WINGO: [6] 18/24 24/3 29/19 46/11 46/21 47/24	0 0052 [3] 1/7 2/3 45/18 0053 [2] 1/7 47/3 0137 [2] 4/5 18/2 0570 [1] 1/23 1 10 [1] 3/25 14 [1] 7/21 1510 [1] 1/22 154 [1] 10/10 164 [5] 8/24 10/10 16/19 30/14 30/16 166 [1] 10/10 168 Avenida Menendez [1] 2/21 16th [1] 48/2 18 [1] 1/6 1840 [3] 7/12 20/24 27/23 1:00 [1] 48/5 1B [1] 5/1 2 20 [1] 11/19 2017 [26] 2/6 3/3 4/6 9/1 15/2 17/3 17/15 21/5 21/8 21/16 22/20 23/19 28/6 29/16 31/6 34/21 36/18 36/23 37/1 37/25 38/22 42/1 42/7 42/17 44/13 45/2 2017-0137 [2] 4/5 18/2 2020 [2] 1/6 49/16 3 3.5 [1] 10/2 32084 [1] 1/23 35 [2] 9/20 25/11 3rd [1] 49/16 5 50 percent [1] 11/1 6 67 [5] 1/7 1/7 12/6 47/3 47/7 67 Marine Street [3] 2/4 3/1 6/4 8 825-0570 [1] 1/23 9 904 [1] 1/23 9th [2] 4/6 42/17 A A14 [1] 5/5 ability [1] 49/9 able [2] 42/12 43/15 about [29] 10/12 10/17 11/11 11/15 12/3 12/21 14/12 15/9 16/18 20/7 20/19 20/25 25/13	26/19 28/8 30/15 30/16 30/23 30/25 32/7 32/10 33/11 35/17 37/1 38/5 43/3 43/11 43/15 44/14 above [9] 5/14 9/16 11/19 11/20 18/6 18/8 19/23 39/4 39/6 absolutely [2] 43/20 45/13 acceptance [1] 12/17 access [2] 13/14 42/12 Accessory [1] 3/22 accurately [1] 15/6 achieve [1] 44/20 achieved [1] 45/10 action [3] 47/9 49/14 49/15 actions [1] 6/3 activities [1] 5/2 actual [5] 19/2 19/13 19/22 22/22 32/11 actually [3] 14/18 18/25 23/17 add [2] 9/12 9/22 added [2] 17/23 39/10 addendum [6] 17/23 38/20 39/8 39/10 41/19 41/22 adding [5] 10/20 20/16 21/1 32/17 32/23 addition [2] 20/15 36/21 additional [19] 5/10 6/10 7/10 9/12 9/22 18/4 19/15 21/22 22/1 31/21 32/24 34/22 38/6 38/24 40/7 40/18 40/19 40/22 43/1 additions [2] 3/17 22/15 address [3] 2/18 8/17 35/22 addressed [3] 14/19 19/4 24/11 adjacent [1] 45/22 advance [4] 6/15 17/22 17/22 40/11 aerial [1] 3/13 affect [2] 9/21 23/7 affirm [1] 2/14 aforementioned [1] 49/9 after [4] 23/3 37/10 38/6 40/18 again [9] 13/7 15/17 16/4 17/7 17/9 21/19 31/25 38/10 45/5 against [4] 27/19 27/20 28/1 45/9 agenda [2] 2/3 4/13 AGHP [2] 3/23 6/6 ago [5] 7/9 17/16 28/2 33/15 33/15 agree [2] 34/15 44/25 agreed [2] 19/14 22/14	air [2] 19/9 19/13 Alcazar [2] 8/6 8/9 all [27] 2/13 5/2 6/5 6/15 9/25 10/9 10/10 15/25 18/24 21/15 22/2 22/21 23/21 24/20 26/3 26/4 26/8 28/10 29/7 29/15 33/25 36/3 39/13 41/7 41/9 42/7 46/7 All right [1] 41/9 All righty [1] 2/13 allow [3] 22/13 27/1 37/9 allowable [1] 8/18 allowing [1] 16/18 almost [3] 14/20 20/11 23/3 along [3] 10/23 18/12 20/24 already [5] 19/8 24/1 35/5 39/2 40/8 also [20] 3/19 3/21 3/21 3/23 4/12 5/20 6/21 10/16 18/11 18/16 18/24 19/7 19/8 20/1 20/4 27/11 27/17 28/25 36/24 44/11 alterations [2] 4/3 29/8 altercations [1] 3/2 although [1] 42/22 always [1] 15/9 am [6] 27/18 33/16 42/8 49/11 49/12 49/14 ambiguous [1] 36/19 another [1] 7/20 answer [3] 6/25 19/19 29/15 answered [1] 32/14 answers [1] 25/3 anxious [1] 10/12 any [12] 5/2 5/8 10/21 16/9 19/19 21/25 22/15 24/18 26/5 26/5 49/12 49/13 anyone [4] 8/5 8/6 8/12 11/8 anything [2] 13/8 37/10 apologize [1] 30/2 appears [3] 10/3 20/6 25/18 apples [2] 19/24 19/24 applicant [16] 2/11 6/5 6/8 6/14 7/2 19/22 26/16 39/20 39/21 40/6 41/3 43/15 44/7 44/19 45/19 46/2 applicant's [2] 26/21 40/19 applicants [2] 33/25 40/2 application [25] 2/5 2/25 3/15 4/11 4/14 4/19 5/5 5/6 5/11 6/23 9/23 16/22 17/19 18/2	18/5 18/7 26/13 28/22 31/24 34/4 39/3 39/4 42/25 45/18 47/6 applications [3] 9/21 10/1 10/9 applying [1] 12/5 appreciate [2] 16/20 26/15 appropriate [3] 16/11 20/17 41/16 appropriateness [18] 2/7 3/1 3/4 4/3 4/5 4/19 6/1 6/4 9/2 9/10 12/16 17/3 17/15 18/2 24/7 38/21 41/18 41/21 approval [11] 6/7 6/13 6/14 9/3 10/3 15/2 19/1 19/9 19/13 24/5 35/13 approve [1] 9/13 approved [14] 2/6 3/3 4/6 5/25 18/20 18/21 18/23 20/3 23/1 32/6 32/23 33/2 35/6 43/4 arc [1] 5/7 archaeological [2] 5/1 5/5 archaeologist [2] 5/3 5/7 architect [1] 26/16 ARCHITECTURAL [2] 1/3 3/18 are [35] 3/17 4/23 5/22 6/13 6/17 6/19 7/22 7/24 10/7 10/12 10/16 13/6 17/4 19/20 21/13 22/15 23/8 23/16 24/4 24/4 25/10 27/3 29/8 30/16 32/13 34/4 35/22 35/25 36/7 42/18 43/11 44/1 44/3 44/20 44/22 area [1] 4/19 argue [1] 15/9 argument [1] 29/25 around [2] 14/11 35/23 as [41] 4/15 4/16 4/16 5/7 5/7 8/17 8/18 9/3 10/14 10/23 15/5 16/21 16/22 18/3 19/13 19/13 21/13 24/15 24/17 24/25 25/6 25/6 26/25 26/25 31/10 31/21 33/22 34/9 36/7 36/19 38/23 41/6 42/3 43/7 43/17 43/18 43/21 45/25 45/25 46/3 47/9 ask [2] 44/18 46/2 asked [1] 33/24 asking [2] 12/21 44/8 asks [1] 9/10 aspects [1] 24/22 associated [1] 3/16 attorney [2] 1/15 49/12 attorneys [1] 49/13 audience [1] 8/6 audio [1] 30/9
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1 REGULAR MEETING OF THE
2 CITY OF ST. AUGUSTINE HARB BOARD
3 ST. AUGUSTINE, FLORIDA
4 ON THURSDAY, JULY 16, 2020
5 RE: CERTIFICATE OF APPROPRIATENESS F2020-0052
6 CERTIFICATE OF PARTIAL DEMOLITION F2020-0053
7 (Stenographically Transcribed Via a Recording.)

8 *****

9 BOARD MEMBERS

10 CATHERINE DUNCAN, CHAIRPERSON
11 BARBARA WINGO, VICE-CHAIR
12 PAUL WEAVER, BOARD MEMBER
13 GAERE MACDONALD, BOARD MEMBER
14 *****

15 STAFF PRESENT:

16 ISABELLE LOPEZ, CITY ATTORNEY
17 JENNY WOLFE, HISTORIC PRESERVATION OFFICER
18 JULIE COURTNEY, HISTORIC PRESERVATION OFFICER

19 *****

20 ST. AUGUSTINE COURT REPORTERS
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CHAIRPERSON DUNCAN: Okay. Now we will
move -- we don't have any expedited items so we
will move to our first item, which is a continued
item on our -- welcome today.

MR. THOMPSON: Hello.

CHAIRPERSON DUNCAN: Hi. The first item is F
2020-0052. It's a Certificate of Appropriateness
at 67 Marine Street. It's to elevate the building
following the concept design approved in the 2017
Opinion of Appropriateness including a new first
floor finished with stucco, new doors and a garage
door, window, balcony, driveway and removal of the
non-historic property walls.

So, Mr. Thompson, if you will be sworn in at
this time and Mr. Schuyler, I think you are here
along too.

RECORDING SECRETARY: Yes. And I can swear
you both in at the same time.

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Thereupon,

PAUL THOMPSON AND STEVE SCHUYLER,
Being by the Recording Secretary of the City
of St. Augustine were duly sworn.

MR. THOMPSON: I will.

1 MR. SCHUYLER: I will.

2 RECORDING SECRETARY: Again, I just need your
3 names and addresses for the record.

4 MR. THOMPSON: Paul Thompson. 168 Avenida
5 Menendez.

6 MR. SCHUYLER: Steven Schuyler, 1801 Beacon
7 Drive, Sanford, Florida 32771.

8 RECORDING SECRETARY: Thank you.

9 CHAIRPERSON DUNCAN: All right. Thank you.

10 And now we would like the staff to make their
11 presentation.

12 MS. WOLFE: Thank you, Madam Chair.

13 I would like to suggest that I present the
14 staff report summaries for both items 6A and 6B on
15 the agenda. One is a Certificate of
16 Appropriateness COA 67 Marine Street and the other
17 one is a Certificate of Demolition for a partial
18 demolition for the same address and that way we can
19 present both of those. There will be need to be
20 two motions on those items, but at least we can
21 provide you all the information at one time since
22 both the applicant and representative are here.

23 CHAIRPERSON DUNCAN: Thank you.

24 MS. WOLFE: All right. I am going to at this
25 time if anyone is interested in making public

1 comments they should be prepared to get in line on
2 the phone, but we will take public comments after
3 the applicant's presentation.

4 An Opinion of Appropriateness was approved by
5 the HARB in 2017 for the design concept to elevate
6 this historic territorial period building and build
7 a new ground floor incorporating a garage fronting
8 Marine Street.

9 The proposal is to elevate the structure above
10 a new first ground floor structure to add a
11 balcony, garage doors and remove and replace the
12 chimney. Other site features will change including
13 the removal of existing non-historic property
14 walls, a new driveway made of coquina concrete and
15 clay brick.

16 Last month the board continued this item and
17 asked -- made some comments regarding requests for
18 an elevation study and that was provided in your
19 packet, and a street scape study rather, material
20 details and consideration regarding the chimney. I
21 am just trying to get the drawings here so you can
22 see the proposed changes that are included with
23 this proposal. Since their packets were delivered
24 a modification was or additional information was
25 provided. The applicant was able to convert the

1 datum from the NGVD to the NAVD, which is how we
2 are measuring flood in the City and also provided
3 information that the garage door would be changed
4 to a wood material and provided information that
5 the brick that is proposed on the property driveway
6 area would be recycled brick from that already
7 exists on the property.

8 So with the additional information provided by
9 the applicants, the revised staff recommendation,
10 it's that based on a previously approved Opinion of
11 Appropriateness and without supported evidence to
12 the contrary staff finds that the board can approve
13 a Certificate of Appropriateness at 67 Marine
14 Street with the following condition. And a note
15 this is a revision so conditions one and two are
16 resolved. So number three is the only condition
17 that remains as a recommendation that the applicant
18 shall reuse the coquina material from the historic
19 chimney in the reconstruction of the chimney as
20 proposed. And the recommendation for the
21 demolition of the chimney is that in accordance
22 with the previous application for the COA dependent
23 on your decision on that matter the applicant did
24 provide information from the contractor that the
25 chimney is not able to be elevated with the

1 structure so in order to elevate the structure that
2 the chimney does need to be separated and removed.
3 AGHP identified removal of chimneys, requires
4 demolition approval as identified as partial
5 demolition. So in the staff recommendation staff
6 recommended that coquina be recycled and reused
7 when the chimney is rebuilt with the elevated
8 structure.

9 So based on our review of the AGHP and without
10 supported evidence to the contrary staff finds that
11 the board can approve a Certificate of Partial
12 demolition at 67 Marine Street limited to the
13 chimney with the following finding and condition.

14 The finding by the HARB that the removal of
15 the chimney required a compromise to mitigate
16 against future flooding and that the condition in
17 accordance with Section 28-89 (2)d6 at the
18 applicant's expense salvage and preservation of
19 chimney materials for reuse in a restoration of
20 other historic properties hopefully the same
21 chimney on the same site. And the board can also
22 require at the applicant's expense recording of the
23 chimney for archival purposes prior to demolition.

24 That concludes the staff summaries at this
25 time. I am happy to go to the applicant's

1 presentation, materials and plans that were
2 submitted so that you can address any questions and
3 listen to the applicant's presentation.

4 CHAIRPERSON DUNCAN: Thank you.

5 And now we will ask if the applicants would
6 like to make a presentation. You can do that at
7 this time.

8 MR. THOMPSON: I have nothing to add. Jenny
9 definitely summed it up well.

10 MR. SCHUYLER: I'm good. If all is fine with
11 trying to recycle the coquina, I don't know if it
12 is practical for in redoing a chimney, we don't
13 have any real structural for that. The chimney was
14 destine to be removed under the original Opinion of
15 Appropriateness and we are putting it back in
16 deference to this go around with the board and but
17 be that as it may we will see what we can do with
18 the coquina that comes down.

19 MR. THOMPSON: You know I am good with trying
20 to save everything we can in relation to the
21 coquina there. And so we are going to try to reuse
22 it as best as I can because it's all part of this.

23 CHAIRPERSON DUNCAN: Okay. Thank you so much.

24 So at this time now we will open it up for
25 public comment. Madam Secretary, is there anyone

1 in the Alcazar Room who would like to speak on this
2 application?

3 RECORDING SECRETARY: No, Madam Chair.

4 CHAIRPERSON DUNCAN: Is there anyone on the
5 phones lines who would like to speak on this
6 application?

7 UNKNOWN VOICE: Madam Chair, there are no
8 callers.

9 CHAIRPERSON DUNCAN: Thank you. So we will
10 close the public comment and we will ask -- were
11 there any written or mailed in comments regarding
12 the --

13 MS. WOLFE: Notices for the demolition related
14 to the chimney there were -- and this was from last
15 month but since it was continued we didn't report
16 on the -- but there -- notices out. Three
17 responded in favor. I'm not sure if there is
18 feedback going on. Bear with me here I am going to
19 mute everyone and see if that resolves it. Thank
20 you.

21 So, again, there were 18 notices that were
22 sent out. Three responded in favor, zero opposed,
23 one had comments. And the comments that were
24 submitted were for the property at 76 Marine
25 Street. It said all resident/owners should be

1 allowed to raise on the bay front. So it was less
2 about the demolition and more about elevating the
3 structure.

4 You will also recall, and I won't read it into
5 the record again, but regarding the Certificate of
6 Appropriateness application there was a lengthy
7 e-mail that was read into last month's record by an
8 adjacent property owner as well, but we didn't
9 receive any additional materials.

10 CHAIRPERSON DUNCAN: Thank you.

11 Okay. I will now ask the board members was
12 there any ex parte communication regarding this
13 application.

14 DR. WINGO: No.

15 CHAIRPERSON DUNCAN: Okay. So now we will
16 move to board discussion. Does anyone have any
17 comments regarding this application?

18 Mr. Weaver.

19 BOARD MEMBER WEAVER: Yeah, let me start out
20 by saying I have every sympathy for Mr. Thompson. I
21 know what he has gone through. But my fundamental
22 question is how does adding a major addition to
23 this building, how is that a flood mitigation
24 measure? It seemed like the original concept was
25 what we've approved consistently with building

1 about three feet. And I have gone through the
2 literature. And just a couple of things I wanted
3 to enter into the record. Mr. Birchim's letter to
4 Mr. Thompson, November 9th, 2017 the purpose of
5 this was flood mitigation. The order, the
6 conditions that we were supposed -- one, was the
7 new level. And I am favorable to doing what we've
8 consistently done, which is a reasonable raising of
9 the building for mitigation measures. But I'm not
10 in favor of raising the building to accommodate a
11 new garage. And that's what's being done here.

12 And the other thing Mr. Schuyler mentioned the
13 chimney replacement retention, it wasn't -- in my
14 reading of the record that wasn't approved and
15 since that meeting we have had input from the staff
16 that this is a character defining feature. I am
17 willing to consider that for a minimal elevation of
18 the building, but to add a new garage that's not --
19 that's a new addition. It's not flood mitigation.

20 CHAIRPERSON DUNCAN: I would just like to say
21 that after our last meeting last month, I went back
22 to look at the original Opinion of Appropriateness
23 that Mr. Thompson had with HARB and I think
24 Dr. Wingo you were the only one here today that was
25 part of that original meeting and I believe they --

1 Mr. Weaver I think they approved raising, there was
2 a lot of discussion about it, and there were a lot
3 of -- there was a lot of hesitation, but they
4 approved the project. Am I correct about that
5 waiver?

6 BOARD MEMBER WEAVER: I am just reading -- I
7 am reading from the record. This is the order.

8 Raising house new level, that was one of the
9 conditions that was discussed. And the one last
10 thing I wanted to get in the record was the
11 addendum to the staff report. And I am going to
12 read items -- bullet items four and six.

13 The proposed foundation type, building form,
14 balcony and garage feature will greatly alter the
15 proposed -- the ability of the building to retain
16 its historic integrity and it would appear more
17 similar to a newly constructed Second Spanish
18 Period building.

19 The proposal alteration exceeds the minimum
20 height necessary to raise the building out of the
21 current floodplain.

22 So I am really -- I have agonized over this as
23 much as any case I have seen on HARB. And again
24 it's been couched in flood mitigation, but it's
25 morphed into a major addition to this building.

1 So, again, I am very sympathetic. I know what
2 Mr. Thompson is going through. But I think this
3 sets a terrible precedence. We are approving
4 elevating this building for an addition not as
5 flood mitigation.

6 So I am -- my recommendation is we go back to
7 the original proposal that the staff approved in
8 2017 and be consistent with what we have done over
9 the past three years. So I would be interested
10 particularly anything Dr. Wingo might have. I know
11 she was really the only board member that was there
12 at the time. So I would be happy to hear from her
13 and other board comments.

14 MS. WOLFE: To be clear, Madam Chair, I would
15 just like to clarify that the staff did not --
16 there were in a time we had -- so the full staff
17 report packets were sent out and then we received
18 additional information and were able to go through
19 the packets more thoroughly. We were low on staff
20 at that time in between having the additional start
21 preservation plan position. That's why the
22 addendum was provided and was provided in your
23 packets. And so the board at the hearing had that
24 information from staff and still made the decision
25 to approve the concept design.

1 So I am definitely sympathetic to listening to
2 Mr. Weaver's -- I will just represent as a staff
3 person the board did approve that concept design.
4 So that's -- I would just like to add that piece.

5 CHAIRPERSON DUNCAN: Thank you.

6 Mr. MacDonald.

7 BOARD MEMBER MACDONALD: Yeah, I also --
8 Ms. Wolfe was kind enough to send over the video of
9 that meeting, which I duly watched. And it was --
10 it was contentious to say the least. We didn't
11 have a full board. There were three members there.
12 So we only just had a quorum. There was some late
13 submitted information, but it was duly reviewed.

14 If I was sitting on that board I wouldn't have
15 approved that because of the structure that it is.
16 Now that being said it was approved. So
17 Mr. Thompson along with Mr. Schuyler, who have gone
18 to considerable expense and work to put together a
19 project based on what they were told they could do.
20 And that has to have some bearing. I don't know if
21 we have the right to undue something that has
22 already been heard. I think that's a very sticky
23 wicket. And I am not quite sure what one should do
24 here. But watching that hearing and, in fact, the
25 vote it was painful. I knew that Ms. Wallace was

1 obviously quite opposed to it and I understand why.
2 And I feel that there was almost (inaudible) it
3 should have been tabled is what should have
4 happened and we'd have a full board the next month
5 and we could have reheard it. That was not done.

6 And but I sympathize with Mr. Thompson, you
7 know, I think he has done his due diligence. The
8 last meeting all these comments came up and we
9 talked about this for quite a long time and one of
10 the biggest things we wanted to see was the street
11 scape elevations, which we haven't put on the board
12 or talked about yet. And I look at them and they
13 would be grossly out of scale if it wasn't for the
14 fact that so many buildings along Avenida Menendez
15 have been raised. And it's actually not really out
16 of scale anymore. So I think that's something that
17 we requested and it's been supplied to us and I
18 don't think we have got a lot of grounds to deny
19 without further evidence of the contrary.

20 CHAIRPERSON DUNCAN: Dr. Wingo, did you want
21 to make --

22 DR. WINGO: Yes, I think I better say
23 something since my name has been taken in vein and
24 everyone does have wonderful 20/20 hindsight.

25 I think, one, the chimney. The chimney was

1 never approved to be removed. That was not part of
2 whatever was decided at that meeting. So the
3 chimney is an issue that certainly continues on and
4 needed to be addressed now and it was going to be
5 replaced. So unlike what Mr. Schuyler said there
6 was no approval of the total removal of that
7 chimney.

8 Another thing is there certainly wasn't any
9 bullying or any -- that is ridiculous. I am just
10 going to say that.

11 I think what this -- what was persuasive about
12 this was we are trying to give people solutions
13 when they have to raise whatever they have to raise
14 in order to flood mitigate. And once you've
15 already severely challenged and destroyed the
16 historic integrity of that house, no matter how
17 much -- I mean, no matter what you do, when you
18 raise it three feet you've already done that. And
19 I know we try to do things like put shrubbery
20 around it, which also is extraordinary a-historical
21 since none of these houses would have had any
22 shrubbery or any kind of landscaping around them.
23 So whatever we do is going to be different. So
24 this was, I think, an attempt that was not meant to
25 be, although I tend to disagree frankly with the

1 position of the City, which is that no one decision
2 does set a precedent and will notice that if you
3 did watch it you notice I was concerned about that.
4 It does not set a precedent. I have to go by their
5 legal analysis. It can't be my personal legal
6 analysis although I think in administrative law
7 that is a little shaky because it always can be
8 pointed to. I think this was a good faith effort
9 to try to deal with an issue of flood mitigation
10 and it does follow much of what is the current
11 mantra of historic preservation, which is if you
12 put an addition in it's supposed to be different.

13 Now again you may or may not agree with that
14 as an esthetic, but I think that is what, in fact,
15 is the current regulations on historic
16 preservation.

17 So those were some of the issues I do believe
18 that the board did feel that there needed to be
19 further information brought forward with this
20 hearing, and remember this is a year and a half
21 ago, to justify the previous approval of that. But
22 I think even the people stating their particular
23 objections is primarily the street scape that was
24 objected to and I think that is not really an
25 objection. So those are some of my preliminary

1 thoughts on this.

2 CHAIRPERSON DUNCAN: Thank you. Is Mr. Weaver
3 is he part -- did he drop out? I don't see him on
4 my screen.

5 DR. WINGO: I don't either.

6 CHAIRPERSON DUNCAN: Ms. Wolfe, we can't hear
7 you. I don't know if you are talking to us.

8 MS. WOLFE: I apologize. I got a message that
9 he did get disconnected. So I am going to work
10 with him to at least get on the phone call in. He
11 may not be on video momentarily, but I will work
12 with him to get that resolved.

13 CHAIRPERSON DUNCAN: Right. Thank you so
14 much.

15 We will continue our discussion. So,
16 Mr. Thompson, are you saying that you are going to
17 be rebuilding the chimney; is that correct?

18 MR. THOMPSON: There you go. I am unmuted.

19 Yes, I am. And if I could use as much of the
20 coquina that's on the property even for the base on
21 the second floor, I will use that. You know, I
22 have a big commitment to the historic district. I
23 have built a brand new home on Charlotte Street
24 that passed. It was at 318 Charlotte Street. It
25 looks great. It was designed after the Mi Casa

1 Cafe Building, which we still own. I live next
2 door. I have saved that structure. And I just
3 want to say I don't think that raising this up is
4 going to be the only one that looks that bad on the
5 street, but is out of character of the street. I
6 think it fits right in and that's why I designed it
7 that way. And three years ago -- you know, I have
8 gone back and forth whether to raise it three feet,
9 which would be about six more steps or the ten feet
10 to get a garage on it. The only reason why there
11 is no parking on this house, never has been. And
12 it's been a deterrent. So going back and forth
13 whether to have 18 more steps or 6 steps was huge.
14 And that's why I went for the opinion there.

15 And up until a few months ago I was still kind
16 of back and forth. Several neighbors and all this
17 and parking is a premium. We still get flooded on
18 the bay front. We all have to run out there when
19 the tide is high and it starts raining. So it --
20 this decision didn't come easy, but I think it
21 really fits in given the rest of the homes on the
22 street.

23 CHAIRPERSON DUNCAN: Okay. My biggest concern
24 are the garage doors. I think, you know, having a
25 garage -- you're bringing your car into, you know,

1 the first floor of a house is a new more modern
2 concept. And so I think it changes the integrity.
3 I defer back to the original Opinion of
4 Appropriateness for, you know, what they -- what
5 they allowed you to continue and assume that you
6 could do.

7 And then, Dr. Wingo, one thing I wanted to
8 just address I think we are going to have to raise
9 a lot of buildings and I think you were saying
10 that, you know, you already start to lose the
11 integrity. I think we lose some of the integrity,
12 but I think we can work hard to try to maintain as
13 much of the integrity with the concept that this is
14 just part of the history of the structure. And
15 it's something that we are dealing with.

16 DR. WINGO: I agree that it adds history --
17 all of its additions and all of its changes and
18 then we would have -- we wouldn't have to have
19 historic architectural review board because we'd
20 just let everybody do want what they wanted to do
21 with their history of their house. So obviously we
22 are making compromises and that's exact what you
23 are saying.

24 And I do think the reason why this was
25 particularly maybe appealing or not as egregious or

1 as a solution was that we do have to make it
2 possible for people to live in their houses. And
3 remember that this did occur, and I think I
4 misspoke, this is two and a half years ago. And we
5 were dealing with the issues of many of the
6 buildings having to be demolished. We were looking
7 at issues of raising buildings, which was going to
8 really severely undercut the character of those
9 buildings and this street is a solution on a number
10 of ways -- I am not sure I would do it again, but
11 at this point it seemed to be a solution that it
12 was at least something that should be looked at
13 under these circumstances.

14 But to think that we the historic preservation
15 is keeping everything as it was at some
16 hypothetical period of history of course is
17 incorrect. We are only going to try to keep --
18 one, our job is to keep consistent with the
19 regulations that we work under. Whatever those
20 regulations are that's what we have to be
21 consistent with which may or may not be
22 historically accurate or even viable, but those are
23 what we have to look at. But this was -- this was
24 at least a solution of raising the building and of
25 actually providing some livability, is a word,

1 because of the parking situation. Again, do it
2 again, but this is something that at least made
3 sense at that particular time particularly given
4 the flooding that had occurred at least twice in
5 this area.

6 CHAIRPERSON DUNCAN: All right. I think we
7 have come a long ways since that original.

8 DR. WINGO: I think we have.

9 CHAIRPERSON DUNCAN: So I believe Mr. Weaver
10 is on the line now. So, Mr. Weaver, can you hear
11 us?

12 MS. WOLFE: I'm going to unmute him right now
13 because he had some background noise, but he should
14 be able to speak now. Mr. Weaver?

15 BOARD MEMBER WEAVER: Yeah, I can hear you.
16 Can you hear me?

17 MS. WOLFE: Yes.

18 CHAIRPERSON DUNCAN: Yes. Great.

19 BOARD MEMBER WEAVER: Well, I missed out on
20 all the discussions. I apologize. I lost my
21 internet -- internet connection. So maybe, I don't
22 know, Catherine, can you give me a summary of what
23 was talked about.

24 CHAIRPERSON DUNCAN: Well, we have been
25 talking about Dr. Wingo said, you know, it was a

1 hard decision, it was right after the original, you
2 know, we flooded during Matthew and so, you know,
3 people were looking at different options about how
4 to raise buildings and so that's kind of when the
5 board -- it was about two and a half years ago, she
6 was saying. But she said she may not do that
7 today, but that was the decision that they made at
8 that time. So I think we are just still debating.

9 Mr. MacDonald, would you like to kind of
10 summarize your comments again.

11 We can't hear you.

12 BOARD MEMBER MACDONALD: Yeah, Paul, I just
13 really was recapping the meeting from 2017, I
14 believe. I watched that. It was sent to me. I
15 wasn't crazy about it, but it was voted on at that
16 time. This is really where it wound up. This
17 Opinion of Appropriateness was duly given and have
18 perceived that and put time and effort and money
19 into creating a plan. One of our biggest questions
20 was the street scape and seeing what that street
21 scape looked like and whether it balanced with the
22 bay front, which it actually does. That was
23 supplied to us in our package. It wouldn't have a
24 few years back, but with all the houses that have
25 been raised it certainly doesn't stick up like a

1 sore thumb.

2 So that's a brief encapsulation of what I
3 said. And while I'm on it, apologies, Dr. Wingo, I
4 certainly was not trying to take your name in vein.

5 But I think -- I think the comment about the
6 time that that was done it was right after, I think
7 it was a very different time. And people were
8 panicked obviously and wanted to try to help
9 people. So there was a lot of stuff that was done,
10 there was no playbook, kind of like Covid, same
11 thing and the decisions that were made were right
12 at the time. So you've got to look at the context.
13 I think the comment from Dr. Wingo that this is
14 history. This flooding and the raising of these
15 houses is going to be part of the history of this
16 town.

17 And one of the most important things to me is
18 whatever happens to this structure, I think our
19 mission is to preserve the historic fabric of the
20 structure, which we will do, grant it will look
21 different, it's going to be on top of something,
22 that house will still be there in its entirety. We
23 are not demolishing the structure. The only thing
24 we are discussing on demolition is actually the
25 chimney. So I think that's something to bear in

1 mind.

2 I'm going to concede now because I am sure
3 Mr. Weaver has some comments.

4 BOARD MEMBER WEAVER: Can you hear me?

5 CHAIRPERSON DUNCAN: Yes.

6 BOARD MEMBER WEAVER: Okay. Let me -- yeah.
7 And I just -- I want to just talk about a couple of
8 things. Indeed times have changed. One of the
9 concerns I have about this, and I guess Dr. Wingo
10 is going to understand this concept, it's called
11 latches. And in lay terms it's called you snooze
12 you lose. This thing occurred two and a half years
13 ago. And since that time we've got a record of
14 being pretty consistent that we raise buildings
15 only to the minimum necessary for flood
16 improvement. So, yeah, a lot of things have
17 happened. We have had the resiliency study. There
18 is a lot of alternatives to this.

19 And I will say the original proposal I was all
20 for. But I think my concern here is this is not a
21 mitigation measure. This is a major addition to
22 this building. And it's one we are going to have
23 to live with. So raising the building three feet
24 or so, that's fine, I think it would be consistent
25 with our other decisions. Raising it, I guess,

1 about six feet or so that the applicant can put in
2 a major garage addition is something completely
3 different. And we are looking at it as a flood
4 mitigation measure, but that's not what it is.

5 So that's my concern. I would be very
6 supportive of what was originally proposed, but
7 I'll be frank I cannot support what's being
8 proposed here. Because in my opinion it's not a
9 mitigation measure. Thank you.

10 CHAIRPERSON DUNCAN: I would like to ask staff
11 is it possible to change, if we approved an Opinion
12 of Appropriateness, is it possible to now deny that
13 and kind of start again.

14 MS. WOLFE: I would like to ask for the city
15 attorney to comment on that. I think generally
16 where we go with the whole purpose of having a
17 concept in our AGHP it says that all details are
18 not provided, but that the general design concept
19 is approvable. So that giving the applicant the
20 property (inaudible) and to provide any additional
21 information that the board has requested. So
22 that's -- that's my reading from the AGHP, but I
23 will let Ms. Lopez chime in as well.

24 MS. LOPEZ: Yes, I think what you are
25 struggling with and certainly Dr. Wingo nailed it

1 on the head is this idea of truly a legally binding
2 precedent which we've always shied away from saying
3 your decisions have that stature. What we our
4 asking boards is to consistently apply the law.
5 You are going to have a variation on facts. We
6 have a very non-uniform city. So you are not going
7 to have the benefit of say contemporary zoning
8 codes with contemporary layouts of parcels say in a
9 subdivision.

10 And so what we are concerned about is we don't
11 want arbitrary decision making and that's very
12 important. At the same time we have to acknowledge
13 that there is a variation both in time and place,
14 physical location, materials, you will look at that
15 every single HARB meeting. You know, not all of
16 the properties, even if they are from the same era
17 would have the same characteristics, you know the
18 peculiarities of the original owner and what they
19 were trying to harken to and then as we've
20 mentioned changes overtime both what has been
21 mentioned physical additions, just for the benefit
22 of the families living there, but also
23 environmental changes and those are part of
24 history. We do acknowledge that.

25 So although there is no complete bar from

1 saying, well, I got an opinion, now I'm going to
2 the certificate and you are absolutely positively
3 legally bound, we do want that consistency. We
4 want that reliance. If people go through the
5 process that they can generally rely on the
6 conceptual approval.

7 Now if means and methods have changed, if
8 heaven forbid there had been fraud, and no one is
9 saying Mr. Thompson did that, but hypothetically
10 there could be a scenario where new information
11 comes to light that changes the decision making.
12 But overall we do want consistency non-arbitrary
13 decision making from our boards. That's sort of
14 the underpinning that gives credence to your
15 decision making, especially in things that are, you
16 know, very -- have components of esthetics that are
17 hard to pinpoint and really static criteria where
18 you are looking holistically at a particular home,
19 a particular period. As Dr. Wingo mentioned
20 changes over time, additions over time, what the
21 belief, the general architectural belief and
22 historic preservation belief is at any given point
23 in time, even our own City went through waves of
24 that, right? In the '60's it was rebuild
25 essentially Faux Colonial, while over time that

1 concept of historic preservation has changed. So
2 it's not that it's completely binding and static,
3 but we really ask that we have consistent decision
4 making and apply the laws consistently
5 understanding that facts are going to be different,
6 circumstances are going to be different, historical
7 events may occur that change the outcome, means and
8 methods may change or improve. We are actually
9 looking at, you know, should we start allowing more
10 artificial siding on structures or different types
11 of materials for roofs. So it's not you are
12 absolutely bound, but I would cause sort of a willy
13 nilly arbitrary decision making. I think that
14 undermines the importance of HARB's review and the
15 consistency over time.

16 CHAIRPERSON DUNCAN: Dr. Wingo.

17 DR. WINGO: Let me -- let me ask you about
18 Paul's latches argument. I mean, I don't think
19 there -- is there actual -- but here is my actual
20 question. Because this opinion is considered -- is
21 actually fairly old, do -- are there any
22 limitations on the viability of that opinion? I
23 assume that there are not in the regulation.

24 MS. LOPEZ: I don't believe there are.

25 Ms. Wolfe can correct me if I am wrong. We do have

1 time limitations for demo permits, for instance.

2 DR. WINGO: Right.

3 MS. LOPEZ: But I don't -- unless I am missing
4 something and Ms. Wolfe will correct me, I don't
5 believe we have a defined, well, once you get an
6 opinion you've only got 12 months to get a
7 certification or something like that. So, of
8 course, the longer you wait the more, as I
9 mentioned, things changed I think it's been
10 mentioned throughout. But at the same time the
11 core -- although that is true, I do think that this
12 board has pointed various members to core beliefs,
13 people reusing homes that have been there for a
14 long time and addressing sea level rise or repeat
15 flooding in novel ways. Those are -- I hate to say
16 they are competing values that the board has to
17 struggle with what the decision you made, whatever
18 it was, two and a half years ago with today is it
19 imperfect, is it so imperfect that the board over
20 all wants to go in a different direction
21 understanding that Mr. Thompson has relied on your
22 prior decision, what overcomes that reliance in
23 terms of public policy as you applied it.

24 BOARD MEMBER WEAVER: Isabelle, may I ask a
25 question.

1 MS. LOPEZ: Yes. Certainly.

2 BOARD MEMBER WEAVER: Yes. And I asked
3 Mrs. Wolfe this question and it is latches and we
4 have -- we have established with demolition by
5 ordinance a reasonable amount of time is a year.
6 So my question is more, I guess, sort of a common
7 norms or practices question. What is a reasonable
8 amount of time?

9 And, you know, Mr. Thompson, for example, is
10 involved in real estate. If I gave him a binder
11 deposit, and he deposited it two and a half years
12 later, I don't know whether that's codified, but
13 that wouldn't be a reasonable practice, a
14 reasonable amount of -- reasonable amount of time
15 would be 24 hours probably.

16 So we have a standard in the city that for
17 certainly for demolition permits that one year is a
18 reasonable amount of time. So I guess -- and my
19 point about this is so much has changed. This
20 application was entered in the context of a crisis.
21 And we would have -- I know this board has bent
22 over backwards to accommodate. So if Mr. Thompson
23 had come in within a year, I would have supported
24 it. But the exigent circumstances now no longer
25 apply. It's been two and a half years. There is

1 alternatives to raising buildings and certainly I
2 guess my last question is is it -- are we talking
3 about mitigation here or are we talking about
4 raising this building to accommodate a new
5 addition? And I think that's really what we are
6 doing.

7 The other thing I look back at the original
8 order and it says one of the conditions is raising
9 the house new level. So it seems to me, well, they
10 said you can raise it. I don't see where that in
11 the record where you could raise it was ever
12 resolved to the level not for flood mitigation but
13 to accommodate a major addition. So those are my
14 points.

15 MS. LOPEZ: To briefly answer the question and
16 obviously I can't really coach Mr. Thompson or
17 anyone else on how to sue and what causes of action
18 they could, you know, frame in terms of disputing a
19 decision of my clients. But big picture there is
20 this concept of equitable estoppel. That's just
21 not for this case, but it's just a concept. Where
22 if someone has done something legally at the time
23 and they have diligently pursued that. Now you
24 can, you know, either agree or disagree what level
25 the diligence has been to pursue that, that's one

1 of those fact questions, then generally speaking
2 our system of judiciary disapproves of government
3 permitting something, someone diligently pursuing
4 it and then essentially having the rug pulled out
5 from under them.

6 Now, I am not saying the facts -- those facts
7 are here. Just I want to make that clear. But if
8 you are asking me big picture what are legal
9 concepts, that's one of the legal concepts is
10 equitable estoppel. So you did everything right,
11 you got your permits, you are diligently doing
12 whatever it is, and then someone tries to apply new
13 rules or deny your subsequent permit. That concept
14 is equitable estoppel. Again, I am not saying the
15 facts here amount to that. But if you were asking
16 me isn't there a thing in law that addresses that.
17 Yes, there is a thing in law that addresses that.

18 BOARD MEMBER WEAVER: Let me ask you this. If
19 the goal here is flood mitigation and we agree
20 that -- and, again, actually raising the house is a
21 condition, if we agree that we will apply, let's
22 say, a three foot standard, allow him to raise the
23 building three feet as we have done, I think,
24 consistently since Hurricane Irma and Matthew, how
25 is that denying him any right if we are indeed

1 addressing his flood mitigation concerns.

2 MS. LOPEZ: I wouldn't want to prejudge your
3 decision making. I think that's something that the
4 board is grabbling with right now, you know, your
5 position I think, unless I am mischaracterizing it,
6 is that only the minimal allowed to mitigate
7 flooding should be approved at this point in time
8 and that maybe the board was not judicious in
9 contemplating more than that a few years ago and
10 then we have different points of view probably for
11 your fellow board members. So I don't want to -- I
12 don't want to be in the position of pushing the
13 board toward one weighing of the facts versus
14 another. I think your position is well stated. I
15 think we've heard other board members view it
16 differently. And you all will have to debate that
17 amongst yourselves.

18 BOARD MEMBER WEAVER: Well, I guess my point
19 and it's not necessarily the minimal, but we have
20 negotiated in numerous cases in the past to
21 minimize -- not necessarily the minimal, but
22 minimize the impact of raising a building on the
23 scale, on the features, all of these factors in
24 order to make these buildings safer. And it seems
25 like that's not what we are doing here. We are

1 raising this building an additional number of feet
2 to accommodate a new addition. That's not adding a
3 major addition, which is really never been part of
4 the discussion. But as a fact of the matter,
5 that's we are doing. That number that's being
6 added is if we lowered it to what we have found to
7 be a reasonable number for other applicants,
8 Mr. Thompson can't do his addition. So that's
9 what's driving this thing. That's what my concern
10 is. I am all for flood mitigation.

11 I am concerned about the chimney. Ms. Wolfe
12 has identified it in her report as a character
13 defining feature, which is something under our
14 guidelines that always shall be preserved. So if
15 we are going to lose something like that, I am
16 willing to do it for flood mitigation. I'm not
17 willing to do it for a major addition to this
18 building. And it seemed like we are setting -- if
19 we do that we are setting a terrible precedence
20 here that other people can come in here and argue
21 and say like want to do. Well, you let
22 Mr. Thompson do it, why won't you let me do it. So
23 that's my position. I would love to hear from
24 other board members.

25 MS. WOLFE: I just want to remind the board

1 that when we did our Historic Preservation Master
2 Plan a lot of these ideas were discussed. And
3 unfortunately we, you know, have been moving, you
4 know, the dial towards getting flood mitigation
5 best practices. But one of the specific things
6 that is included in the -- in the Historic
7 Preservation Master Plan is the idea that should
8 elevations be allowed that provide a ground floor
9 garage that was specifically brought up. Should
10 there be a separate design flood elevation, that
11 says -- which I think is what Mr. Weaver is talking
12 about it's been generally in practice by HARB but
13 not codified, but generally and we are working on
14 grant projects right now, which unfortunately they
15 take time to complete, but it provides us an
16 opportunity for the community to respond and to
17 bring something to them that may develop something
18 that can be codified if our community agrees that
19 we should set limits and then it would give HARB
20 the ability to use that information as a basis for
21 their decision.

22 The only other thing that I would like to add
23 for your consideration is that if you want to
24 consider -- well, I suggest as you are considering
25 potential motions in the way of approval, if that

1 is the way the board decides to go for one thing,
2 is to be very clear why this case is unique and,
3 you know, and that can be, you know, based on a
4 number of reasons that could be discussed by the
5 board. But to avoid in the future someone coming
6 back and seeing it is a precedent, even though we
7 know everything is a case by case scenario, we
8 would always be able to pull out this order and say
9 this case was approved because of specific
10 conditions as outlined herein. So if the board
11 does choose to go in that fashion, I would
12 recommend setting those specific conditions why it
13 was approved if that is the way that the board
14 goes. Thank you.

15 CHAIRPERSON DUNCAN: Thank you. I agree with
16 Mr. Weaver. I think during our last meeting I was
17 really concerned about the garage doors. And I
18 didn't -- until I watched the video I assumed that
19 because even the write up, the summary of the
20 meeting, the original opinion meeting didn't
21 discuss the garage doors, I don't believe. It just
22 talked about elevating the building. And so I felt
23 like there was something about the whole garage
24 being -- seemed inappropriate. And my only concern
25 is that after watching the meeting it was approved

1 and I agree that we also need to look at time
2 frames. You know, it has been -- if it has been,
3 in fact, two and a half years, that's a long time.
4 Things change and boards change and, you know,
5 opinions of how we deal with different items. So I
6 think it's a real struggle. I think he definitely
7 should be able to raise his building up to prevent
8 flooding.

9 And, Mr. Weaver, I wanted to make sure you
10 knew that maybe while you were trying to get back
11 into the meeting Mr. Thompson did agree to rebuild
12 the chimney. So that is, I believe, at this point
13 not an issue as far as it being removed and not
14 being reconstructed.

15 BOARD MEMBER WEAVER: Yeah. Can I ask
16 Mr. Thompson a question?

17 MR. THOMPSON: Sure.

18 BOARD MEMBER WEAVER: And I -- Paul, it's very
19 awkward. I am very, very sympathetic to your
20 situation, but this -- this is a terribly important
21 decision. I have got a lot of respect for you and
22 a lot of respect for your family. And I just feel
23 like this garage addition is a bridge too far.
24 It's really -- it's really not necessary for the
25 flood mitigation. And it sets a terrible

1 precedence for us. It puts us in a terrible
2 position. I would be supportive of your original
3 proposal. And I understand you have been through a
4 terrible situation. But we are really -- this
5 is -- I have agonized over this case more than any.
6 I have been on this board since 2003. So my
7 question is is there a compromise here. Could we
8 do something? You know, I think three feet is what
9 it was originally recommended, but is there, you
10 know, kind of a compromise, happy meeting ground,
11 something that we can work on good faith to give
12 you a solution that will resolve -- without
13 adding -- massive addition. I appreciate your
14 consideration. Again, I have a lot of respect.
15 Could you answer that, please.

16 MR. THOMPSON: You know this as well has not
17 been an easy decision for me. I have gone back and
18 forth. But, Jenny, could you please pull up the
19 photographs I took of the street scene and other --
20 the three or four other homes on this street. And
21 I guess what I am trying to get at is I am not the
22 only one that would look like this. And I think it
23 fits in well.

24 There is the street scene. That was built
25 new, two car garage. Let's see the next one that's

1 across the street from it. And the green one.
2 Okay. That's the one Ms. Harman has, Chip and
3 Sandy. It's two doors down from me. And that's
4 where I got my ideas from really. And this, except
5 for a stucco bottom, this is how I see the house
6 looking. I believe they went into a formal living
7 room down there. I am saving the entire home.
8 There is another one kind of more like a garage
9 apartment. But still there is four examples of
10 front entry garage doors here. I am not the only
11 one there that would look like this. I think it
12 fits in well.

13 There is a parking problem. You know, the
14 other alternative was to break the front and have a
15 car sitting outside all day. I didn't think that
16 was good for the street. And that's why I went for
17 an opinion way back when. And the reason why it's
18 way back when is I am still under reconstruction of
19 my house next door. My mom and I have had to flip
20 back and forth saving this house, which flooded
21 twice 67 and then while after Irma we moved back
22 upstairs in my house with wires hanging and all
23 that. That has yet to be completed, but I think we
24 are a month away. And that's why I dusted off the
25 files to get this going, because now we are going

1 to have to move from here, go next door and work on
2 this house.

3 So I have not stopped since Hurricane Matthew.
4 I haven't even been in an entire home since
5 Hurricane Matthew. At one point being hit twice,
6 this one had substantial damage, I don't know if I
7 could have gotten permission to tear it down or
8 not, but I didn't want to. I didn't want to tear
9 down my house. I saved it. I am flipping the
10 whole floor plan. I've got a garage, two car
11 garage over there that used to my kitchen, dining,
12 bedroom, bath. Half of my house is unusable now
13 next door on Avenida. So I don't think this
14 raising of the house with a stucco bottom is out of
15 character for the street.

16 BOARD MEMBER WEAVER: Are you finished? May I
17 respond?

18 MR. THOMPSON: Sure.

19 BOARD MEMBER WEAVER: Sure. Well, with all
20 due respect you made my case. And my case is this
21 is not a flood mitigation measure. It's a
22 discussion of whether or not this is a compatible
23 addition and with all due respect again the cases
24 you cited were buildings, I think, for the most
25 part, I think the Harmons is different, but I think

1 that was already there. They were buildings that
2 were built from scratch and what we have here is a
3 very important territorial period building that is
4 going to lose, I mean, by the staff report and I
5 think in their judgment in the process of elevating
6 it and adding this major addition, there is going
7 to be a major loss of character including loss of
8 character defining features. So I am willing to --
9 I'm willing to do this limited amount based on your
10 original proposal. I would be supportive of that.
11 And I think in terms of flood mitigation that gives
12 you what you need.

13 But, again, this has all been couched in
14 mitigation from the start. All the staff reports,
15 the orders. This is a mitigation application.
16 It's a major addition. And that's why it needs to
17 be elevated to where it is. So that's my concern.
18 We're -- yes.

19 MS. LOPEZ: I am just curious because I heard
20 something that maybe Mr. Thompson wants to flush
21 out, but I don't know that I connected the dots. I
22 am sure the rest of you had.

23 But, Mr. Thompson, were you saying that
24 because of the repeat flooding those ground -- that
25 ground floor area is no longer usable for, I will

1 call it, usual household use and that's why now you
2 are trying to come up with a reuse of that ground
3 floor or did I mishear that?

4 MR. THOMPSON: That's on my house next door
5 168 Avenida. So I am not able to lift it because
6 it is made out of terra cotta. So I had to take
7 different approaches here.

8 And I think two things are happening here. I
9 am mitigating it by getting it from 7 feet to
10 higher and I am going about seven more feet in
11 order to get parking underneath, because this place
12 has no parking. It's not like I have an extra wide
13 lot and a parking space. If there was parking
14 there no problem. I wouldn't lift it. I wouldn't
15 have the extra steps. I have got a problem here.

16 CHAIRPERSON DUNCAN: Mr. Schuyler, did you
17 have a comment, too? We can't hear you.

18 MR. SCHUYLER: Okay. On the issue of
19 precedence here, I think that to reverse this
20 Certificate of Appropriateness would be a terrific
21 bad precedence. You can't -- this is a quasi
22 judicial hearing. We are under contract with the
23 City. We made a contract with the City. We did it
24 two and a half years ago to raise this building to
25 have the garage underneath it. The drawings that

1 are submitted for this hearing are substantially
2 the same drawings that were approved back in 2017
3 to lift this. There is no time limit in the
4 ordinance. We don't have that. So we don't have a
5 precedent.

6 Mr. Weaver talking about the one year for
7 demolitions, that is delayed a year. You can stop
8 somebody from demolishing for a year. It doesn't
9 say you have to get it done within a year. It says
10 you can delay someone.

11 BOARD MEMBER WEAVER: Yes, it does.

12 MR. SCHUYLER: But the other side of this is a
13 bad -- you know, it's one thing to say, oh, we
14 approved hardy siding on a building, and we've come
15 to -- we don't think that's the right thing to have
16 done, but now it's not a precedence. To go against
17 your ordinance and deny a final Certificate of
18 Application based on, no, now we don't like what we
19 approved as an Opinion of Appropriateness that's
20 not substantially different. Probably the biggest
21 difference is we added the chimney back on. That
22 is a horrible precedence. That would not hold up
23 in court.

24 CHAIRPERSON DUNCAN: Could I ask the staff, I
25 believe the summary of the meeting did not include

1 the garage, it included -- I am going to look for
2 that, (inaudible) or kind of read.

3 BOARD MEMBER WEAVER: I am looking -- I am
4 looking at the order and the order says one of
5 the -- one of the conditions raising the house a
6 new level. So that means that that is still up for
7 discussion, that was not finalized. So I don't
8 think -- I don't think what Mr. Schuyler is saying
9 is correct. I think the raising of the house a new
10 level, how high, as far as I can interpret this is
11 a -- issue.

12 MR. SCHUYLER: Would there -- would the
13 drawings that were approved at that meeting be
14 still part of the public record? That is as
15 important as the verbal. The verbal you can take
16 however you want. The drawings are what it looked
17 like. It is what was presented.

18 BOARD MEMBER WEAVER: I guess my point is that
19 if we say it's inappropriate to raise it to a
20 certain level, if we say three or four feet is
21 appropriate to raise it based on our application of
22 the guidelines, it means you can't do that because
23 you won't have enough room in the drawings and in
24 the final -- the final concept we asked for some
25 conceptual drawings and I think there has been

1 testimony and I think Mr. MacDonald says we feel
2 it's out of scale. So I just am reading this
3 record and I -- I don't think the 14 feet was
4 absolutely approved based on my reading of the
5 record. Somebody can correct me if I am wrong, but
6 I'm look at the order raising the house new level,
7 condition. It wasn't -- it wasn't approved at the
8 height that is shown in the drawings.

9 MR. SCHUYLER: The drawings reflect what was
10 approved back in 2017. The drawings that were
11 presented to the City to the HARB Board, and what
12 were approved showed a garage on the first floor,
13 showed it being raised approximately 8 feet above
14 the existing level or nine feet now. But that --
15 and that's what was approved. Now if a written
16 order says just it was lifted, they don't describe
17 the drawings. But the drawings and what was
18 approved showed a garage underneath the house.

19 CHAIRPERSON DUNCAN: Dr. Wingo.

20 DR. WINGO: Let me -- let me just say that
21 there were conditions to the approval. And I think
22 one of the problems that we are dealing with here
23 is that I know when I first became a member of HARB
24 oftentimes there would be discussions with the
25 applicants and there would be this kind of give and

1 take where, okay, you know, you are going to be
2 coming back and we will deal with this and dah,
3 dah, dah, dah, which I never had a particular good
4 feeling about, but I think in this case, what was
5 perceived to be happening would be there would be a
6 dialogue, because this is an opinion and not two
7 and a half years later but during the next year or
8 so there would be a back and forth to make sure
9 that these issues were resolved. But there
10 definitely were issues. There was no final
11 approval of anything. There were these issues that
12 were set. For sure I know that, I mean, even after
13 looking at this, I recollect this case there were
14 issues of the chimney that was not ever approved
15 and that was one of the ones that was supposed to
16 be dealt with. The elevation was supposed to be
17 dealt with.

18 So all these were issues and if you look at
19 the minutes it's quite clear if it's not in the
20 order then that's -- that's another issue all
21 together.

22 MR. SCHUYLER: We -- we were never told that
23 we couldn't have a garage underneath.

24 DR. WINGO: I don't think -- I think actually
25 a garage -- if a garage consistent with these other

1 parameters, I think you probably are correct. But
2 there is nothing that said, no, you cannot have a
3 garage. And if you listen to the comments, because
4 there were public comments, their comments were
5 primarily about the height of the building and
6 whether it would be detrimental to the street
7 scape, not the addition itself. Precisely it was
8 really more is this going to look okay, because as
9 it is now you can't even see that building because
10 there is a big wall in front of it.

11 So, again, you make compromises and I think
12 this is showing that there probably should be some
13 kind of time limit on an Opinion of Appropriateness
14 just for the sake of everybody involved in a
15 situation. Not that this necessarily occurs in
16 this case, because we don't have any, you know --
17 there is nothing that would say, in my mind, that
18 this was too late. But, again, I am not the
19 attorney so I cannot make those decisions.

20 CHAIRPERSON DUNCAN: Mr. MacDonald, do you
21 have additional comments? I think at this time the
22 board is having a discussion and if we would like
23 to request from the owner -- from the applicants
24 some additional information, but I would like for
25 the board to continue to discuss because we need --

1 we have a very long agenda today. So I would like
2 for us to begin to close on this application, if
3 possible.

4 Mr. MacDonald.

5 BOARD MEMBER MACDONALD: I haven't been on the
6 board all that long and this is without a doubt the
7 hardest one that we have had in front of us since I
8 have been here.

9 I feel greatly for Mr. Thompson and
10 Mr. Schuyler, the work they put in. I think
11 Mr. Weaver has a very good point on mitigation.
12 You know, we've basically gone three foot
13 dimension, but I think what he is referring to base
14 floor -- most of these buildings we have approved
15 have been around 12 feet above mean high tide. And
16 obviously that wouldn't be enough to incorporate a
17 garage in that space. I am assuming you would be
18 looking at the finished floor elevation of the
19 current house around 14 feet, would that be
20 accurate, Mr. Schuyler?

21 MR. SCHUYLER: Let's see. Yeah, we would
22 probably be at -- yeah, the finish floor would be
23 at approximately elevation 14.

24 BOARD MEMBER MACDONALD: Okay. I mean, that's
25 two feet higher than we've approved other

1 buildings. Some degree that's a precedent. We are
2 very conscious -- they look odd. We have got a
3 couple down in that area that that is the case.
4 That being said two feet is not a huge amount of
5 difference.

6 MR. SCHUYLER: Well, there is -- there is if
7 you are saying you can have a 6 foot -- 8 foot
8 ceiling in your house or a 6 foot ceiling in your
9 house.

10 BOARD MEMBER MACDONALD: Oh, absolutely. Yes,
11 as far as the house goes I agree. But a car
12 wouldn't fit in 6 feet.

13 MR. SCHUYLER: Right. I mean, we have
14 elevated this as minimum as we can. I mean, it's
15 going to be tight to get a garage door to work in
16 there.

17 CHAIRPERSON DUNCAN: I mean, I think looking
18 at the street scape that we were provided, I mean,
19 this is one of the one story buildings along Marine
20 Street. And, you know, the street has a mix of one
21 story and two story buildings. And I think it
22 doesn't go above the two story buildings on the
23 street scape that we are looking at, the facade
24 profile. But we are now losing the concept of the
25 lower one story buildings and then the two story

1 buildings. And, of course, we are not against
2 raising the building. But I think having that kind
3 of original concept of what the integrity of the
4 building is, it's a one story building and it like
5 the other buildings is getting raised within the
6 original integrity of what the building is I feel
7 that that's an important part of what we have
8 learned is that we can really lose a lot of the
9 integrity especially adding a balcony, you know,
10 all the things that were supposed to transform this
11 building into this new building that, of course,
12 you are allowed more space. But I feel that --
13 that -- I agree with Mr. Weaver if we can just say,
14 you know, you need to raise it the three feet so it
15 will no longer flood, I feel that allows it to
16 maintain its integrity and I think that's why we
17 have an opinion so that people can start to get the
18 feedback prior to the final certificate of
19 appropriateness application.

20 Board, are there any other comments or is
21 there a motion on this project?

22 BOARD MEMBER WEAVER: Well, I guess -- and,
23 again, I'm sorry I am on the phone. It's hard to
24 do this. Where I am at is really one of two
25 things. I would be supportive of everything that

1 the applicant is proposing up to three feet or
2 maybe another foot, whatever an acceptable
3 compromise of the board would be. Or I guess the
4 other -- the other option is we could continue it,
5 you know, and see if there is anything else that
6 can be done. I just think elevation, I think the
7 chimney based on the other meetings, those were
8 still issues that were unresolved as, I think,
9 Dr. Wingo has stated. I think we are perfectly
10 within our authority to lower the height to
11 something that's been consistent we feel are
12 appropriate. So that's -- I can't -- I can't
13 support raising this to what they're proposing
14 because I think it's not a mitigation. It's a new
15 addition. And that's a completely separate issue.
16 So I would like to hear from any board members, you
17 know, what their feelings might be.

18 CHAIRPERSON DUNCAN: Mr. MacDonald.

19 BOARD MEMBER MACDONALD: I am going to chime
20 in. And this is really more (inaudible) my move it
21 is not going to fit within that property, the
22 garage doesn't work underneath. If this house was
23 raised at 12 feet, i.e. three feet above flood,
24 there is a possibility, I'm not crazy about making
25 retention ponds under houses, but one could

1 actually lower the ground underneath the house. It
2 will still be above the general floodplain, but not
3 in a flood, it's going to flood if we (inaudible)
4 anyway. You can drive down into your garage, you
5 can then still (inaudible). You can still
6 accommodate a garage under the house. It's not
7 exactly what you have. It might be a compromise
8 that could work here and we get the house at the 12
9 feet. There seems to a sticking point.

10 CHAIRPERSON DUNCAN: Mr. Thompson.

11 MR. THOMPSON: Well, that won't work, because
12 I think we hit the water table all of the time.
13 And it's wet down here anyway.

14 If this was the only one that looked like --
15 the finished product that looked like that on the
16 street, I would definitely say I agree to the three
17 feet. I love the street. I walk it every night,
18 day, morning with my dogs. I pick up trash. It
19 is, I think, one of the coolest streets in the
20 historic district. And if I thought I was going to
21 mess it up by putting on that addition that
22 mitigates the flooding, I wouldn't do that. I
23 wouldn't have that. But I think it fits right in
24 to be honest with you. And I am trying to save an
25 (inaudible) and I am spending a lot of money to do

1 that to go this way. But it fits right into the
2 street as you saw by the pictures.

3 Right now it floods. And even the wall
4 shouldn't be there because it is out of character,
5 it hides the house. But we can't leave it at the 7
6 foot elevation. And I was given permission, I
7 would have liked to have worked -- I would have
8 liked my house next door to have been done two
9 years ago, it wasn't. I'm just finishing up like I
10 said and now it's time to start on this one.

11 CHAIRPERSON DUNCAN: The board is there a
12 motion?

13 BOARD MEMBER WEAVER: I have a question for
14 the board. The staff recommendation, I think I am
15 looking at the original application, was for
16 raising the building an additional three feet. Is
17 there any discussion, is that particularly,
18 Mr. MacDonald, you have talked a lot about it, is
19 that adequate or do you think any additional
20 elevation would be appropriate?

21 CHAIRPERSON DUNCAN: Mr. MacDonald.

22 BOARD MEMBER MACDONALD: I am not entirely
23 understanding the question, Paul.

24 BOARD MEMBER WEAVER: My question is back
25 originally the recommendation was to raise the

1 building three feet, is that in your mind, I guess,
2 Ms. Duncan, really for all board members, but do
3 you think that is acceptable or is there a number
4 based on our previous discussions or previous
5 decisions that you feel is appropriate?

6 BOARD MEMBER MACDONALD: Yes, I do. I suppose
7 it varies building to building. We are required to
8 build one foot over flood, (unaudible) feet. That
9 would be raising the house one foot over flood or
10 four feet over it's current elevation of seven
11 feet. But we've actually approved many buildings
12 at actually 12 feet. We decided that three feet
13 over flood is, I guess, accommodating people's wish
14 to protect their homes, rightfully so, and fence in
15 with the street scape as best we can hope for.
16 Unfortunately the situation isn't getting better.
17 Does that answer it?

18 BOARD MEMBER WEAVER: So if we said four feet,
19 which would -- if we said raising it four feet,
20 would that be reasonable in your mind?

21 BOARD MEMBER MACDONALD: Well, no, it depends
22 on what you are talking about. Because if you
23 raise a house seven feet -- it's currently at seven
24 feet. So are we talking about raising it to three
25 feet over flood, which is what we have approved,

1 that's 12 feet basically or are we talking about
2 raising the house three feet over its current seven
3 feet, which only puts one foot over flood. So what
4 are (inaudible).

5 BOARD MEMBER WEAVER: Well, I guess -- I guess
6 you as the builder, what would you think would be
7 the best of those two options, the best solution?

8 BOARD MEMBER MACDONALD: I think you should
9 allow people to raise the house of a minimum -- I
10 mean a maximum of 12 feet, which would be three
11 feet above base flood elevation. I think that
12 gives them protection per code and protection
13 (inaudible).

14 BOARD MEMBER WEAVER: All right.

15 DR. WINGO: So translating that that would be
16 how many feet would this -- under that scenario how
17 many feet?

18 BOARD MEMBER MACDONALD: If this building is
19 indeed at seven feet we would be raising this
20 building five feet to meet that 12 foot margin.

21 CHAIRPERSON DUNCAN: Mr. Schuyler, you were
22 saying 14 feet, is that correct, versus the 12
23 that, I think, they are referring to?

24 MR. SCHUYLER: Yeah, we would be about 14 to
25 15 foot of finished floor elevation based on 8 foot

1 NAVD. See you would be over turning the original
2 Opinion of Appropriateness at this point.

3 BOARD MEMBER WEAVER: Because the elevation --
4 my interpretation the elevation was something that
5 was not fixed in stone.

6 DR. WINGO: I think that was still at issue,
7 that is correct.

8 BOARD MEMBER WEAVER: All right. Well, so --
9 and this -- Dr. Wingo, is our institutional member.
10 So I am going to with her on that.

11 Madam Chair, I'm prepared to make a motion.

12 CHAIRPERSON DUNCAN: Okay. Please do, sir.

13 BOARD MEMBER WEAVER: I am going to make a
14 motion that we approve certificate of
15 appropriateness for 67 Marine Street to elevate the
16 building to 12 feet, I guess that's five feet above
17 the current level, to incorporate the flood
18 mitigation measures. I guess I'm looking -- I am
19 trying to -- if the staff could help me with any
20 other conditions, because it's --

21 MS. LOPEZ: We do have an item right before
22 this item. So I guess I'm a little confused on our
23 agenda. It looks like, Mr. Weaver, is discussing
24 6B, but maybe Ms. Wolfe can --

25 BOARD MEMBER WEAVER: No, I am 6A.

1 (inaudible) Marine Street.

2 CHAIRPERSON DUNCAN: Correct.

3 MS. LOPEZ: I must be looking at an old
4 agenda. I apologize.

5 BOARD MEMBER WEAVER: What I -- what I am
6 proposing is to raise it to 12 feet to address the
7 flood mitigation concerns, but I am not supportive
8 of the addition because I think it's inappropriate.
9 There is -- it will be a loss of character because
10 of that and it is an issue beyond flood mitigation.
11 And I guess I was looking, are there other
12 conditions -- I am going to ask the staff if there
13 are other things that we need to address, other
14 conditions. I guess I am willing to approve -- we
15 have to address this separately the demolition of
16 the coquina chimney.

17 CHAIRPERSON DUNCAN: Yes, that will be a
18 separate item and I think the applicant has agreed
19 to the three conditions that are listed in the
20 summary. Which is two --

21 BOARD MEMBER WEAVER: Is there any -- are
22 there any other conditions that I am asking a
23 little bit of help from staff that we need to
24 clarify as part of this motion?

25 MS. WOLFE: Mr. Weaver, my concern is that you

1 are approving a building now for a design that we
2 have not seen. The concept design that was
3 approved and I have gone back to the 2017
4 application, I pulled out the drawings that were
5 submitted and presented to HARB at that meeting
6 that were approved in concept. We don't have --
7 represent --

8 BOARD MEMBER WEAVER: Okay. Let me change my
9 motion. Let me change my motion then. I move to
10 continue this so that we can further flush out what
11 the ultimate design of the building will be.

12 MR. SCHUYLER: Will the City take
13 responsibility for the flood in the next hurricane?

14 BOARD MEMBER WEAVER: I've got a motion. We
15 are in closed session now.

16 CHAIRPERSON DUNCAN: Is there a second on this
17 motion?

18 DR. WINGO: I don't understand.

19 MS. LOPEZ: I would point out, though, that if
20 the applicant wants a yes or know answer today, he
21 may say-so state.

22 MR. THOMPSON: I think we would like a yes or
23 no answer today.

24 BOARD MEMBER WEAVER: Okay.

25 MR. THOMPSON: To deny --

1 BOARD MEMBER WEAVER: Okay. I will change my
2 motion. Okay. I am going to make a motion to deny
3 Certificate of Appropriateness F2020-0052 67 Marine
4 Street based on the fact this is not flood
5 mitigation management, this is a substantial new
6 addition to the building and which I do not believe
7 is appropriate. It will result in loss of
8 character to the building, particularly the loss of
9 the chimney which in the staff report is defined as
10 a character defining feature.

11 MR. SCHUYLER: Could you add to that that it
12 overturns the previous Opinion of Appropriateness.

13 BOARD MEMBER WEAVER: Madam -- Madam Chair --
14 Madam Chair, we are in closed session.

15 CHAIRPERSON DUNCAN: Yes. I would just like
16 to say that right now this is for the courtesy of
17 all the members on the board and anyone who is
18 participating this is -- we typically have a moment
19 that the applicant can come up and talk and weigh
20 in and then the board has a discussion, which is
21 closed. We like to include you, and there is a lot
22 of back and forth and we are all here together, but
23 it is a board discussion.

24 I think that at this time, Mr. Schuyler, we
25 are trying to formulate a motion and at this time

1 if there are questions, to be continued
2 application, all of those items can be discussed in
3 the future.

4 Staff is there anything else we need to
5 include the applicant in on at this point?

6 MS. WOLFE: I think you once -- I mean, I
7 defer to Isabelle, but if you make a motion and
8 second and then have further discussion you might
9 want to ask specific questions of the applicant at
10 that time.

11 MS. LOPEZ: That is correct.

12 CHAIRPERSON DUNCAN: Let's go ahead and have a
13 second on this and then we can answer any questions
14 that the applicant may have.

15 Is there a second on this motion?

16 BOARD MEMBER MACDONALD: I will second it.

17 CHAIRPERSON DUNCAN: Okay. Now let's open it
18 up.

19 DR. WINGO: Madam Chair, would you read back
20 the motion, please.

21 CHAIRPERSON DUNCAN: Mr. Weaver, could you
22 please read -- I mean, restate your motion.

23 BOARD MEMBER WEAVER: Mr. Thompson asked for
24 an up or down vote on it and at this point I was
25 willing to continue this for further discussion,

1 but he's asked for a vote. At this point I
2 cannot -- I cannot support the application. And my
3 motion is deny F2020-0052, a Certificate of
4 Appropriateness because I think this is not a
5 mitigation measure, this is a major addition to the
6 building and it destroys the character of the
7 building including the chimney, which has been
8 defined as the character defining feature in the
9 staff report. So that's my motion.

10 DR. WINGO: Thank you.

11 CHAIRPERSON DUNCAN: Mr. MacDonald has
12 seconded that motion and now we will answer any
13 questions. If, Mr. Schuyler, if you have questions
14 you would like?

15 MR. SCHUYLER: I don't really have a question.
16 I would just like it as part of the motion to have
17 it reflect that this over turns the original
18 Opinion of Appropriateness for the addition of the
19 garage underneath the structure.

20 BOARD MEMBER WEAVER: Mr. --

21 MS. LOPEZ: That's just argument at this
22 point. You are certainly free to proceed however
23 the applicant and you wish to proceed, but I think
24 the purpose of this is simply if you need some
25 clarifications on the motion, not adding terms to a

1 board member's motion.

2 MR. SCHUYLER: Okay.

3 MS. WOLFE: I would like to make a comment.

4 CHAIRPERSON DUNCAN: Yes, Ms. Wolfe.

5 MS. WOLFE: And I am just thinking of future
6 steps. So with the inclusion of the language of
7 the motion as part of the reason being that this is
8 not flood mitigation, I guess I am kind of thinking
9 this out in the big picture, the board did have a
10 chance to review plans that included an addition,
11 whether it was for flood mitigation or not, yes,
12 that was written into the record, but regardless,
13 they approved the addition. So I don't think it
14 was for a lack of discussing the fact that there
15 was an addition or recognizing that this was an
16 addition. So I am not sure if adding that language
17 about it being not because it's flood mitigation
18 nowhere in our guidelines does it says that the
19 board has to approve only elevations when they are
20 related to flood mitigation. So I am just not
21 clear that is language we want to include and I
22 turn to Ms. Isabelle if there --

23 MS. LOPEZ: I think the maker of the motion
24 can include any factual or logical basis for the
25 motion. And --

1 MS. WOLFE: Okay.

2 MS. LOPEZ: And the board needs to vote on it
3 and there is an appeal process if the applicant
4 wishes to appeal. But beyond that I think we are
5 starting to get into micromanaging the weighing of
6 the evidence by the board and the maker of the
7 motion articulation of his reason.

8 MS. WOLFE: Very well. Thanks.

9 BOARD MEMBER WEAVER: And I might add as part
10 of the discussion my feeling in contrast to what
11 Mr. Schuyler said and I think Dr. Wingo has born
12 out the major driving force in my motion and my
13 reason for denial is I think the elevation of the
14 addition is inappropriate. And that was -- that
15 was something. I think it was part of the record
16 and in the order and their institutional memory
17 Dr. Wingo has backed me up on that point. So I
18 think that is -- that is -- it wasn't a settled
19 issue and I think that's the reason why it's
20 legitimate to deny this application as presented.

21 CHAIRPERSON DUNCAN: Okay. Madam Secretary.

22 Mr. Thompson, did you have a comment?

23 MR. THOMPSON: If whichever way this motion
24 goes, I am wondering if ya'll could consider at
25 least I begin the demolition of this to the

1 non-historic features here. I am running out of
2 time as September approaches here. And that would
3 be the removing of two non-historic walls and the
4 patio, which is going to take time. I don't even
5 know when the house mover can start now because he
6 is backed, but at least -- I don't even know when
7 the demolition people can start. But delaying
8 this --

9 MS. LOPEZ: That's the second, no.

10 BOARD MEMBER WEAVER: That's right. That is
11 item B.

12 MR. THOMPSON: Okay.

13 BOARD MEMBER WEAVER: We'll certainly -- I'm
14 certainly open. I am happy to discuss that with
15 Mr. Thompson speaking personally.

16 CHAIRPERSON DUNCAN: Jenny, do you have any
17 other comments?

18 MS. WOLFE: Yes, I'm sorry. The chimney is
19 the second item, however, the non-historic walls
20 and the patio that he is referring to is a part the
21 Certificate of Appropriateness because they don't
22 require a Certificate of Demolition. So that would
23 have to be within this discussion, but maybe, I
24 don't know, Ms. Lopez, if that should be a
25 motion --

1 BOARD MEMBER WEAVER: Yeah, thank you.

2 MS. WOLFE: Part of the motion.

3 BOARD MEMBER WEAVER: Yeah. Thank you for
4 clarifying that, Jenny. I am certainly (inaudible)
5 historic property walls isn't part of the
6 Certificate of Appropriateness and I would be happy
7 to amend my motion to allow the applicant to remove
8 the non-historic property walls.

9 MS. LOPEZ: Mr. MacDoanld, I think you
10 seconded, would you agree to that change?

11 BOARD MEMBER MACDONALD: I think it's a shame
12 it's not tabled, but we have had two long
13 conversations and this is probably necessary.

14 CHAIRPERSON DUNCAN: Okay. Madam Secretary,
15 please call role.

16 RECORDING SECRETARY: (inaudible).

17 BOARD MEMBER WEAVER: Yes.

18 RECORDING SECRETARY: Gaere MacDonald.

19 BOARD MEMBER MACDONALD: Yes.

20 RECORDING SECRETARY: Barbara Wingo.

21 DR. WINGO: No.

22 RECORDING SECRETARY: Catherine Duncan.

23 CHAIRPERSON DUNCAN: Yes.

24 Okay. Now we will move on to the second item
25 that we have been also discussing, it's F2020-0053

1 also at 67 Marine Street and this is to partially
2 demolish the structure built in 1840 and
3 contributing to the St. Augustine Historic District
4 limited to the chimney.

5 And on this application I believe -- staff are
6 you going to -- you've already made the
7 presentation. So is there any public comment on
8 this application? Is there anyone in the Alcazar
9 room who would like to speak on this application.

10 RECORDING SECRETARY: Madam Chair, there is no
11 one present in the Alcazar Room.

12 CHAIRPERSON DUNCAN: Is there anyone on the
13 phone line?

14 UNKNOWN VOICE: Madam Chair, there are no
15 callers.

16 CHAIRPERSON DUNCAN: Okay. Thank you. I will
17 close the public comment. And is there any ex
18 parte communication regarding the chimney?

19 DR. WINGO: No.

20 CHAIRPERSON DUNCAN: Okay. Now if the
21 applicant would like to make any -- any present --
22 make your presentation at this time regarding the
23 chimney. Mr. Schuyler, would you --

24 MR. THOMPSON: I would just like to say that I
25 put -- there is a letter house lifting here. His

1 concern about moving the house with the chimney.
2 And it would be unstable. It could come apart and
3 pull and damage the structure if the whole thing
4 falls down. So I plan on building it back using as
5 much as the coquina as possible. I kind of would
6 like to see it exposed because stucco over it
7 doesn't do much. But anyway, that's all I have got
8 to say.

9 CHAIRPERSON DUNCAN: Okay. So now at this
10 time because we denied the previous application the
11 question is can the applicant remove the chimney.
12 And staff am I interpreting that correctly, is it
13 whether the chimney can still be removed even
14 though the application to make changes to the
15 original house were denied?

16 MS. WOLFE: I guess that could be a stand
17 alone item whether an understanding that to some
18 degree the applicant is going to be able to elevate
19 the structure, but right now the way it's moving
20 forward he doesn't have a Certificate of
21 Appropriateness to elevate the structure to any
22 level.

23 CHAIRPERSON DUNCAN: It could be potentially
24 on a conditioned on the approval of a Certificate
25 of Appropriateness to raise the house to meet flood

1 mitigation.

2 MS. WOLFE: Yes.

3 CHAIRPERSON DUNCAN: Sure.

4 Okay. Is there any board discussion regarding
5 this?

6 BOARD MEMBER WEAVER: Madam Chair.

7 CHAIRPERSON DUNCAN: Yes, Mr. Weaver.

8 BOARD MEMBER WEAVER: My concern I think
9 probably it seems like in any scenario it's going
10 to be inevitable that it be removed. However,
11 staff report a character defining feature, and
12 until the -- I just think it's the safest thing
13 would be to continue this until the issue with the
14 raising of the other building is resolved. I mean,
15 who knows Mr. Thompson could have an epiphany and
16 look at an alternate solution to this, probably
17 won't happen. But I am just thinking in the
18 interest of caution we ought to continue this until
19 we resolve the previous item.

20 CHAIRPERSON DUNCAN: Okay. I will just say
21 Mr. Thompson did agree, I think, Mr. Weaver, you
22 were having computer problems at the time, but he
23 did agree to rebuild when he -- if he was able to
24 raise the building. So I think he is -- he agrees
25 or at least stated previously that he would agree

1 that the chimney would be rebuilt.

2 So Mr. MacDonald you also had a comment that
3 you wanted to make.

4 BOARD MEMBER MACDONALD: Yeah. I just have
5 enormous respect for (inaudible). He is very good
6 at what he does. I am assuming (inaudible) height
7 and the height of this and the fact it is made of
8 coquina makes it unstable. So I recognize the fact
9 that it needs to be taken down to safely raise the
10 house. That being said, you know, we can get
11 everything (inaudible), put the ceiling underneath.
12 You really got to know where you are raising it to.
13 The last thing you want is a house sitting on
14 cribbing in a hurricane. I think Mr. Weaver may be
15 right in perhaps it should be tabled or continued
16 rather and perhaps come to an agreement on an
17 elevation that we are going to raise the house to
18 at the next meeting. That's why I would have liked
19 to have seen it continued, because I don't think we
20 are going to come to an agreement to raise this to
21 14 feet and, therefore, we need to come up with a
22 number. That's what I've got.

23 CHAIRPERSON DUNCAN: Thank you.

24 MS. LOPEZ: Mr. Thompson, would you be
25 amenable to continuing this item or do you want a

1 yes or no on this item as well?

2 MR. THOMPSON: On the chimney item?

3 MS. LOPEZ: Yes, sir.

4 MR. THOMPSON: The house will be raised up
5 whether we agree on the 12 or higher. The chimney
6 has got to come down regardless. I have agreed to
7 put it back. If I take down the walls and all the
8 non-historic stuff, get that crew here and then
9 wait on another crew or the same crew to come back
10 to do the chimney, I am not sure how that's going
11 to delay La Rue. So the house needs to be lifted.
12 It will be lifted regardless, I think you agree to
13 that. So I would like to be able to take it down
14 at the same time while we have the equipment here
15 and the people that can do it right.

16 BOARD MEMBER WEAVER: So may I ask a question,
17 Madam Chair?

18 CHAIRPERSON DUNCAN: Yes.

19 BOARD MEMBER WEAVER: Mr. Thompson, could you
20 explain what your plan is a little bit. You are
21 going to -- if you take the chimney down, you are
22 going to do it, I would assume, do it very
23 carefully and preserve the stone.

24 MR. THOMPSON: Right.

25 BOARD MEMBER WEAVER: Take every -- make every

1 effort to preserve the materials so that they can
2 be reused, is that your --

3 MR. THOMPSON: That's the intent. I've
4 already talked to Ricky Fitzgerald, Fitzgerald
5 Excavating, we've worked with him for 30 years.
6 And they do a great job. He is the only one that
7 we have ever allowed to touch our properties in
8 clearing Pelican Reef and in doing demo and I want
9 him to be the one to take it down as well. But
10 getting Ricky the first time will be hard enough.
11 To get him to come back on the chimney, you know,
12 it could delay the whole thing.

13 BOARD MEMBER WEAVER: Okay. Well, you know,
14 in the interest of compromise, my preference would
15 be to continue it, but I think Mr. Thompson has
16 made a good faith commitment and unless, as I said,
17 he has a dramatic change of opinion, you know, the
18 chimney be preserved. So I would make a motion to
19 approve the Certificate of Appropriateness. This
20 is a demolition I guess, correct?

21 CHAIRPERSON DUNCAN: Partial demo.

22 BOARD MEMBER WEAVER: Certificate of --
23 partial demolition. Okay. Certificate of Partial
24 Demolition F2020-0053 to partially demolish a
25 structure limited to the chimney and with the

1 condition, you know, using the verbiage that
2 Mr. Thompson described that he is going to make
3 every effort to preserve the stone and repurpose it
4 in the reconstructed chimney.

5 CHAIRPERSON DUNCAN: Is there a second?

6 BOARD MEMBER MACDONALD: Yeah, I will second
7 that too.

8 CHAIRPERSON DUNCAN: Okay. Is there any board
9 discussion?

10 I just have one question. So at this time he
11 can take the chimney down and let's say the house
12 doesn't get raised for another year or two, just as
13 a worse case scenario, the chimney will no longer
14 be on the house; is that correct? There is no time
15 frame of when this would need to happen?

16 BOARD MEMBER WEAVER: It's going to happen
17 within a year, doesn't it?

18 CHAIRPERSON DUNCAN: Yes, I guess so. So he
19 can go ahead when he takes the property wall out
20 take the chimney down, because to me the chimney is
21 a really important feature and I think it should be
22 contingent upon getting an approval to raise the
23 house. But it has been approved that the chimney
24 could be removed at that time and Mr. Thompson it
25 sounds like you are going to move fast on getting

1 that approval. So I just feel like --

2 MR. THOMPSON: Yes, there has been a hold up.

3 CHAIRPERSON DUNCAN: Okay. I feel like
4 taking -- at this time -- it's a character defining
5 part of the concern about approving that with the
6 property wall and those go ahead and come down and
7 now we are waiting to get the other.

8 BOARD MEMBER WEAVER: Well, Madam Chair,
9 having you stated that I agree with you. And I
10 am -- I think part of our concern with what's being
11 proposed to this -- to the raising of the building
12 is the chimney and its description by staff as a
13 character defining feature. So.

14 MS. LOPEZ: Mr. Thompson, would it be
15 possible -- Mr. Weaver, I am just trying to
16 spitball an idea here so shut me down if I need to.
17 But if the concern is that the chimney comes down
18 and it just stalls indefinitely or somehow
19 Mr. Thompson chooses to not raise the structure
20 anymore, that Mr. Thompson could you live with the
21 condition that would say you have to preserve the
22 materials and if the structure isn't raised that
23 you will put the chimney back together again.

24 MR. THOMPSON: Yes.

25 MS. LOPEZ: Thank you. Does that address the

1 concern, Chair and Mr. Weaver?

2 CHAIRPERSON DUNCAN: My concern still is if
3 Mr. Thompson is looking for the person who is going
4 to be doing the demolition and he wants to take out
5 the property wall, there is no urgency to take out
6 the property wall because he wants the house raised
7 at the same time and the chimney to come down. So
8 to me they are all part of the demolition, which
9 even though we have approved the property wall
10 coming down, I think he wants it all in one as one
11 process of demolition at the same time he is
12 raising the building. Am I correct, Mr. Thompson?

13 MR. THOMPSON: No. I have got two different
14 contractors here. And let's call them
15 subcontractors. As you know they are hard to put
16 on a time schedule.

17 Ricky is great at their job, but he is hard
18 to, you know, show up on the day he was going to,
19 delay this and another project to this and all. So
20 I am trying to get all that done. There has got to
21 be a lot of prep work to this site because we are
22 lifting the house from the bottom. We are not
23 going through the top that really ruins the house.
24 So it's like dealing with two different subs right
25 now.

1 CHAIRPERSON DUNCAN: Okay. So you are taking
2 out the wall in order to be able to get to the
3 foundation of the house to raise it up; is that
4 correct?

5 MR. THOMPSON: Correct. And then I have got
6 to fit La Rue's schedule, call him and say, okay, I
7 think we are ready for you now there as well. So
8 dealing with two subcontractors that are great,
9 it's just hard to pin down.

10 CHAIRPERSON DUNCAN: Thank you for the
11 clarification.

12 BOARD MEMBER WEAVER: Madam Chair -- Madam
13 Chair, may I respond to Ms. Lopez's statement.

14 Isabelle, it's not the same. It's not the
15 same to tear it down and then reconstruct it. And
16 I appreciate what our chairman -- chairwoman --
17 chair-lady has said. I think -- I think we should
18 continue it at least a month. I don't think
19 anything is going to happen in the meantime. But I
20 think it's premature to demo this very, very
21 important feature of the building until the raising
22 of the house -- who knows what might happen. And
23 so if we go ahead and we let Mr. Thompson demolish
24 it and, you know, something happens in the meantime
25 we have lost this feature unnecessarily.

1 So with all due respect I am going to withdraw
2 my motion and I would make a motion to continue
3 this item to the, I guess, the August HARB meeting.

4 MS. LOPEZ: But therein is the problem is
5 Mr. Thompson does have a due process right for a
6 decision.

7 BOARD MEMBER WEAVER: Okay.

8 MS. LOPEZ: I believe this item has been
9 (inaudible) couple of times. He is saying he wants
10 a decision. You are free to make a motion to deny.
11 That is perfectly fine procedurally unless
12 Mr. Thompson has had a change of heart and please
13 speak up, if you are saying, Mr. Thompson, you want
14 a yes or no today, he does have a due process right
15 for that.

16 MR. THOMPSON: You know I don't even know what
17 I want any more. So I am disappointed in this
18 board. Three years ago I had doubts about raising
19 it. You all gave me the green light. And now it's
20 being challenged. Now I am pushing toward
21 September trying to save a house for this City.
22 This is ridiculous. It really is. It's not out of
23 the character for the street, for saving 1840
24 house. This chimney right next to me is not a main
25 feature of the house believe me. It's just a

1 little side item that sticks out. You know, the
2 house is where it's at. This whole thing is just
3 gotten a little bit out of hand and I don't know
4 what to think any more.

5 Steve, can you chime in.

6 MR. SCHUYLER: It's frustrating, I just think
7 we will just have to appeal to the City Commission.
8 I hate to see the City Commission overturn their
9 board, but if they don't they will be establishing
10 a horrible legal precedence in the City concerning
11 the legitimacy of the HARB Board.

12 MS. LOPEZ: Okay. So, gentlemen, in my
13 understanding that you want a yes or no vote on
14 this item as well today?

15 MR. THOMPSON: Yeah.

16 MS. LOPEZ: Yes. Okay. So that's your choice
17 board you can make a motion to deny or make a
18 motion to approve, but the applicant no longer
19 wants another continuance.

20 BOARD MEMBER WEAVER: Okay. Well, I am going
21 to go ahead and make a motion to deny the
22 Certificate of Partial Demolition F2020-0053.

23 CHAIRPERSON DUNCAN: I second that.

24 Madam Secretary, please call role.

25 RECORDING SECRETARY: Paul Weaver?

1 BOARD MEMBER WEAVER: Yes.

2 RECORDING SECRETARY: Catherine Duncan?

3 CHAIRPERSON DUNCAN: Yes.

4 RECORDING SECRETARY: Gaere MacDonald?

5 BOARD MEMBER MACDONALD: Yes.

6 RECORDING SECRETARY: Barbara Wingo?

7 DR. WINGO: No.

8 CHAIRPERSON DUNCAN: Okay. Well, thank you.

9 And there is an appeal process as Ms. Lopez was
10 saying.

11 MR. THOMPSON: It should never have to had
12 come to this. Never. That's why I got an opinion.
13 Bye-bye.

14

15 (Thereupon, hearing was concluded.)

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1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA)

4 COUNTY OF ST. JOHNS)

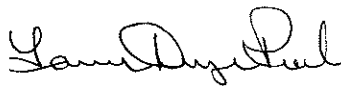
5

6 I, Laura Dwyer Pierle, RPR, do hereby certify
7 that the foregoing pages constitute a true and
8 complete transcript of the proceedings transcribed
9 via digital recording by me to the best of my
10 ability in the aforementioned cause at the time and
11 place herein set forth.

12 I further certify that I am not a
13 relative, employee, attorney, or counsel of any of
14 the parties, nor am I a relative or employee of any
15 of the parties' attorneys or counsel connected with
16 the action, nor am I financially interested in the
17 action.

18 Witness by hand this 4th day of August,
19 2020.

20



21

22 LAURA DWYER PIERLE, RPR
Notary Public - State of Florida
Commission No.:
23 Expires: October 26, 2020

24

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**CITY OF ST. AUGUSTINE HISTORIC ARCHITECTURAL REVIEW BOARD
STAFF REPORT AND RECOMMENDATION
Prepared for July 16, 2020 Meeting**



Application F2020-0052 Address: 67 Marine Street

Applicant: Paul J. Thompson

Property Owner: Paul Thompson and Maxie Thompson

Project description: To elevate the building following the concept design approved in the 2017 Opinion of Appropriateness including a new first floor finished with stucco, new doors and garage door, window, balcony, driveway, and removal of non-historic property walls. *(Continued from June 18, 2020 meeting)*

Architectural Style:	Frame Vernacular	Florida Master Site File:	SJ01276
National Register:	St. Augustine Town Plan Historic District	Construction date:	ca. 1840
Archaeology Zone:	IB	Zoning District:	HP-1
Parcel number:	1985300000		
Agenda Item:	6(a)	Previous Action(s):	OOA 2017-0137

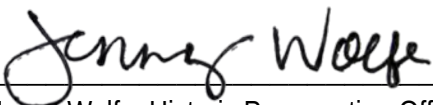
STAFF SUMMARY AND ANALYSIS:

- This is a frame vernacular Territorial Period building located on the east side of Marine Street in the Historic Preservation One (HP-1) Zoning District and the St. Augustine Town Plan National Historic District. Earlier Sanborn maps, prior to the 1930 map revised in 1957, show the house labeled with different street numbers that were used over time instead of its current 67 Marine Street address.
- An Opinion of Appropriateness (2017-0137) was approved at the November 9, 2017 meeting with the condition of further details being provided on raising the house to a new level, the proposed replacement foundation type, and the chimney replacement or retention. The concept design was approved to include elevating the building to provide a new first floor with garage doors and balcony on Marine Street.
- The Certificate of Appropriateness was continued to allow the applicant to provide an elevation study and reconsider reconstruction of the chimney.
- Additional materials were provided showing a streetscape line drawing and images of buildings along the streetscape, confirms the finished height is comparable to other buildings and is below the 35' height limit, and provides some construction and material details including changing the balcony roofing to a wood shingle roof, details for wood paneled pedestrian doors, and black metal light fixtures.
- Upon review by the Building Official, the measurements were provided in NGVD and will be required to reflect NAVD. For the purposes of the HARB review, the applicant's measurements reflect that the second-floor elevation will be approximately 14.91' feet NAVD, or approximately 6' above the free board requirement (aka design flood elevation). Please see attached comments from the Building Official which reflect the measurement distinctions between NGVD and NAVD.
- Outstanding questions include:
 1. Garage doors are shown as fiberglass and the AGHP indicates they must be made of wood
 2. Brick details are not provided but can be administratively approved if they are a traditional clay brick
- The project is within archeological zone IB. All site work and any ground disturbing activities needs to be coordinated with the City Archaeologist. This project will likely require the submittal of an A14 Archaeological Review Application. Submittal of the application and coordination with the City Archaeologist should begin as soon as possible to avoid any interruptions in the construction schedule. As a Territorial Period building that has existing historically on this site along with the combination of proposed ground disturbance for the depressed garage and building foundations there may be a significant archaeological excavation.

STAFF RECOMMENDATION:

Based on a review of the previously approved Opinion of Appropriateness (F2017-0137) and without the support of evidence to the contrary, staff finds the board APPROVE A CERTIFICATE OF APPROPRIATENESS at 67 Marine Street with the following conditions:

1. Alter the exterior garage door to have wood exterior overlay instead of fiberglass.
2. Provide brick paving details to staff for administrative review indicating a true clay brick material will be used.
3. The applicant shall re-use coquina material from the historic chimney in the reconstruction of the chimney.


Jenny Wolfe, Historic Preservation Officer

SUMMARY SCOPE OF WORK:

1. Raise the building to mitigate future hurricane related flooding
2. Add a proposed first floor level with stucco over new 8" CMU walls, garage door, a window, and a six-panel door with two lite transom.
3. Add a proposed balcony at the second-floor level, approximately 25' wide by 6' deep in size, with 4x4" wood columns, a 36" high wood railing, a wood deck, a 6x6" wood post extending below, and wood shingle roof.
4. Permanently remove non-historic property walls and brick patio to allow for steel beams being placed under house during lifting process.
5. Remove existing screen door and frame on existing east end of south elevation and replace with rail.
6. Add a coquina concrete and brick drive and walk.

CITY CODES/DESIGN GUIDELINES:

ARCHITECTURAL GUIDELINES FOR HISTORIC PRESERVATION

Secretary of the Interior's Standards for Rehabilitation 2, 3, 5, 9 and 10 apply.

2. Retention of Distinguishing Architectural Character
3. Recognition of Historic Period
5. Sensitive Treatment of Distinctive Features and Craftsmanship
9. Compatible Contemporary Design for New Alterations and Additions
10. Reversibility of New Alterations and Additions

Additions

Do...

- Place functions and services required for a new use in non character defining interior spaces rather than constructing a new addition.
- Keep new additions to historic buildings and adjacent new construction to a minimum.
- Protect architectural details and features that contribute to the character of the building during construction.
- Construct the new addition so that there is the least possible loss of historic materials and so that character-defining features are not obscured, damaged or destroyed.
- Locate an attached exterior addition at the rear or on an inconspicuous side of an historic building, and limit its size and scale in relationship to the historic building.
- Design additional stories, when required for a new use, that are set back from the wall plane and are as inconspicuous as possible when viewed from the street.
- Design for new work should always be clearly differentiated from the historic building and should be compatible in terms of mass, materials, relationship of solids to voids, and color.

Don't...

- Expand the size of an historic building by constructing a new addition when the requirements of the new use could be met by altering non-character-defining interior spaces.
- Attach a new addition so that the character-defining features of the historic building are obscured, damaged or destroyed.
- Design a new addition so that its size and scale are out of proportion to the historic building, thus diminishing its historic character.
- Duplicate the exact form, material, styling and detailing of the historic building in the new addition so that the new work appears to be part of the historic building.
- Imitate a historic style or period of architecture in new additions, especially those used for contemporary uses.
- Design and construct new additions that result in the diminution or loss of the historic character of the building including its design, materials, workmanship, location or setting.
- Use the same wall plane, roof line, cornice height, materials, siding lap or window type to make the new addition appear to be part of the historic building.
- Add height to a building that changes its scale and character. Changes in height should not be visible when viewing the principal facades.

Post-1821

Additions to post-1821 buildings should reference design motifs from the historic building.

Accessory Buildings including porches

Accessory buildings, also known as secondary buildings, are located on the same lot as the primary building, are smaller than the primary building and are customarily incidental to the primary building. Accessory buildings may be attached or detached. Accessory buildings include garages, carports, porte cocheres, loggias, porches, galleries, porticoes, colonnades and other outbuildings.

Do...

- Retain garages and porte cocheres. If enclosures of garages and porte cocheres are undertaken, preserve significant features. Use materials similar in size, proportion and detail to the original.

Don't...

- Introduce a new porch that is incompatible in size, scale, material and color.
- Enclose porches, porte cocheres, garages and steps in a manner that destroys their historical appearance.

Post-1821

- Accessory buildings should be compatible with the primary building in both design, materials and level of detail and ornamentation. The mass, scale and lot coverage of accessory buildings must be in proportion to the primary building. Accessory buildings should not be more than one story high.
- Open sided carports, and attached or modern appearing garages are not appropriate. Garages should be detached buildings whenever possible and must match the architectural style of the primary building. Garages are not appropriate for buildings constructed prior to 1861. Whenever possible, garages should appear as outbuildings with the garage doors not oriented to the street. Garage door openings should be as small as possible. Garages doors should be simple and unglazed, and should be wood or fiberglass painted to appear as wood. Metal doors may be appropriate for some later post-1880 buildings.

COA F2020-0052
67 Marine Street
July 16, 2020

LIST OF ATTACHMENTS:

1. Staff photographs
2. Opinion of Appropriateness F2017-0137 from November 9, 2017 (includes Sanborn Maps)
3. Florida Master Site File

From: [Richard Schauland](#)
To: [Jennifer Wolfe](#)
Subject: RE: 67 Marine Street
Date: Tuesday, July 7, 2020 9:31:07 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)

Jenny,

I checked to verify that the numbers were in NGVD and not mislabeled. It appears that they are. The City GIS shows the crown of the road in front of the house to be 5.00' NAVD (~6.01' NGVD). These plans show the street gutter to be at 5.75' NGVD (4.74' NAVD). A 0.25' drop for the gutter appears to be correct. The difference between NGVD and NAVD is approximately 1.01' in this area.

On page 2, it shows the BFE 9.0' NGVD. This is a close representation of the actual BFE of 8' NAVD.

This means the garage finished floor elevation will be at ~5.24' NAVD. The second floor's elevation will be at ~14.91' NAVD. The BFE is 8' NAVD with a minimum FFE at 9' NAVD. They will be almost 6' (~5.91') above the freeboard requirement.

The placement of the flood openings complies with the code. They are close on the sizing, but I will handle that during the plan review.

The only comment that I would have right now is that the plans must be in NAVD. I will kick them back for that.

Richard "Buddy" Schauland, Jr., CBO, CFM

Building Official

City of St. Augustine | Planning and Building Department

P.O. Box 210 | St. Augustine, FL 32085

Office: 904.209.4327 | Mobile: 904.495.6701

Email: rschauland@citystaug.com

Web: www.CityStAug.com



Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and

media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Jennifer Wolfe <jwolfe@citystaug.com>
Sent: Tuesday, July 07, 2020 8:49 AM
To: Richard Schauland <rschauland@citystaug.com>
Subject: FW: 67 Marine Street

Buddy, can you take a look particularly at the binder1 attachment for the new architectural plans? They are showing NGVD for the datum and I want to make sure I can translate this accurately. They are also showing flood vents so if you can see anything on the plans that needs more detail for permitting or anything that I should question on your side let me know.
Thanks,
Jenny

From: Paul Thompson <paul@thompsonrealty.org>
Sent: Monday, July 6, 2020 10:54 AM
To: Jennifer Wolfe <jwolfe@citystaug.com>
Subject: 67 Marine Street

I believe everything is attached the HARB board requested.

Please confirm you received this today and if I need anything else.

Thank you,

Paul

Paul J. Thompson
PO Drawer 70
St. Augustine, FL 32085-0070

ph: 904-217-4369 Cell: 904-540-2904

Paul@ThompsonRealty.org

STAFF PHOTOGRAPHS
67 Marine Street



Front Façade / West Elevation with
property wall and North Elevation



STAFF PHOTOGRAPHS
67 Marine Street



Front Façade / West Elevation and
South Elevation with chimney and wall

STAFF PHOTOGRAPHS
67 Marine Street



Front Façade / West Elevation and South Elevation with property walls

STAFF PHOTOGRAPHS
67 Marine Street



Front Façade / West Elevation and South Elevation with property walls and brick patio

STAFF PHOTOGRAPHS

67 Marine Street



Looking North and South along Marine Street



City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Planning/Building

November 9, 2017

Paul J. Thompson, Etal
P. O. Box 70
St. Augustine, FL 32085-0070

Re: Opinion of Appropriateness – 67 Marine Street – F2017-0137

Dear Mr. Thompson:

On Thursday, November 9, 2017, the Historic Architectural Review Board (HARB) met and discussed your application to alter the building foundation and elevate the building to reduce risk of future flooding (Hurricane Matthew and Irma) at 67 Marine Street.

Specifically, the HARB **approved** your application as submitted.

Should you have questions regarding this matter, please contact the Planning and Building Department at 825-1065.

Sincerely,

David Birchim, AICP
Director, Planning & Building

DB:sp

cc: John P. Regan, City Manager
Isabell 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:

☐ Appeal of Architectural Review Official
☐ Certificate of Appropriateness
☐ Certificate of Demolition
☐ Certificate of Relocation
☐ Certificate of Appropriateness for
Preservation Approach for Ad Valorem Tax
Exemption

☐ Preliminary Design Approval for Entry
Corridors
☐ Certificate of Completeness and
Recommendation for Historic Property Tax
Exemption
☒ Opinion of Appropriateness
☐ Variance to Design Standard

IN THE MATTER OF:

Case No.: 2017-0137
Applicant: Paul Thompson
Owner: Paul Thompson and Maxie R. Thompson
Address: 67 Marine Street
Parcel Number: 198530-0000

RE: Opinion of Appropriateness, pursuant to Section 28-89, City of St. Augustine Code, to alter the building foundation and elevate the building to reduce risk of future flooding. (Hurricane Matthew and Irma)

THE HISTORIC ARCHITECTURAL REVIEW BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON NOVEMBER 9, 2017, 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 November 9, 2017 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 Historic Preservation One (HP-1).
4. The above-described Opinion 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 alter the building foundation and elevate the building to reduce risk of future flooding. (Hurricane Matthew and Irma)

Subject to the following conditions:

- FURTHER DETAILS - RAISING HOUSE (NEW LEVEL)
- FOUNDATION TYPE
- CHIMNEY REPLACEMENT/RETENTION
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 9 day of NOVEMBER, A.D., 2017, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

Case No. 2017- 0137

REQUEST APPROVED / DENIED/CONTINUES

Toni Wallace
Sign Name

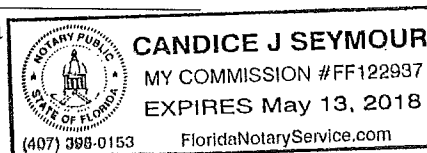
TONI WALLACE
Print Name
HISTORIC ARCHITECTURAL REVIEW BOARD
CITY OF ST. AUGUSTINE, FLORIDA

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, Toni Wallace 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 9th day of November, A.D., 2017.

[Signature]
Notary Public, State of Florida



ADDENDUM:

COA 2017-0137 67 MARINE STREET

NOTE: As of the printing of the staff reports additional information was submitted by the deadline which revised the application from a building elevation to/above the floodplain to an application to construct a new ground floor raising the existing building above the new ground floor.

- the building is a ca. 1854 Frame Vernacular building and one of a few Territorial Period buildings
- coquina piers and stucco coquina chimney are historic building features which would be demolished
- chimneys are called out as features that require demolition approval (partial)
- the proposed foundation type, building form, balcony, and garage feature would greatly alter the ability of the building to retain its historic integrity and it would appear more similar to a newly constructed Second Spanish Period interpretation
- the footprints shown on the Sanborn maps display a front porch however there is no documentation provided on the front porch and an alteration to construct a front porch would be conjectural
- the proposed alteration exceeds the minimum height necessary to raise the building out of the current floodplain



HISTORIC ARCHITECTURAL REVIEW BOARD
STAFF REPORT AND RECOMMENDATION
Prepared for November 9, 2017 Meeting



Application F2017-0137

Address: 67 Marine St

Paul Thompson, Applicant

Paul J. Thompson and Maxie R. Thompson, Owner

Project description: To alter the building foundation and elevate the building from 7 feet to 10 feet to reduce risk of future flooding. (Hurricane Matthew and Irma).

Architectural Style: Frame Vernacular	Florida Master Site File: SJ01276
National Register: Contributing	Construction date: 1840-1854
Archaeology Zone: IC	Zoning District: HP-1
Parcel number: 198530 0000	
Agenda Item: 6(c)	Previous Action(s): N/A

STAFF SUMMARY AND ANALYSIS:

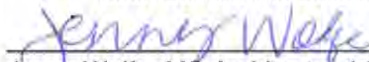
The applicant is presenting an Opinion of Appropriateness to remove the existing foundation, elevate the structure 3 feet and set it on a new foundation.

- proposed elevation height is the minimum necessary to meet the current city regulation and future FEMA finished floor elevation
- existing foundation materials include original coquina stone blocks at the corners and there has been infill of concrete block piers
- current foundation is not a prominent feature of the building which is only partially visible from Marine Street due to the property wall
- applicant did not provide details on proposed foundation type (stem wall, piers, etc) or material (brick, concrete, coquina, etc) because he is asking for recommendations from the board
- Adjacent buildings are not situated on the same building line which limits the visual impact to the surrounding buildings; this will most greatly affect the proportion of the building to its own foundation because it is a small one story building
- HARB should discuss whether this application will also require a partial demolition review for the original foundation materials and discuss how the increased height changes access of the building from grade

STAFF RECOMMENDATION:

Based on a review of the AGHP and without the support of evidence to the contrary, staff finds that the board can **APPROVE an Opinion of Appropriateness for the a new foundation and building elevation at 67 Marine Street** with the following considerations:

1. Finding by HARB that the elevation of the structure 3 feet does not reduce the historic integrity of the structure
2. Recommendation by HARB of appropriate replacement foundation (suggestions below)
 - a. coquina stone piers at building corners with recessed stem wall of modern construction that is not highly visible
 - b. coquina stone piers at building corners with additional brick or concrete block piers
 - c. entirely new foundation type and material (brick/concrete stem wall/piers)
3. Discussion regarding the additional site changes that will be included in the Certificate application such as how the building will be accessed from grade


Jenny Wolfe, MS Architectural Studies
Historic Preservation Officer

OOA F2017-0137

67 Marine

November 9, 2017

SUMMARY SCOPE OF WORK:

- remove existing foundation
- raise the building 3 feet
- construct new foundation
- building not evaluated as “substantially damaged”

CITY CODES/DESIGN GUIDELINES:

Architectural Guidelines for Historic Preservation:

Frame Vernacular

Frame Vernacular architecture is the common wood frame construction of self-taught builders, often passed from one generation to the next. Vernacular building traditions resulted from the builder's experience, available resources, and responses to the local environment. Most frame vernacular buildings are dwellings and associated outbuildings. However, churches, commercial and industrial frame vernacular buildings have also been constructed.

Frame Vernacular buildings were heavily influenced by the Queen Anne style in the late 1800s, and by the Bungalow style in the 1920s. Queen Anne influences included two story construction, complex roof forms and irregular massing. Bungalow influences included a return to single story construction and simpler, more regular roof forms and massing.

Buildings are not constructed directly on the street, although the size of yards varies greatly.

The most common building plans are rectangular and L-shaped, although some buildings have irregular plans. Buildings range from one to two-and-one-half stories.

Prior to the Civil War, foundations are usually brick, coquina, lime rock or tabby piers. From 1865 until about 1920 brick and coquina piers were most common; and beginning in the 1920s, brick, coquina or concrete block piers were used. Piers are usually not finished with stucco. Lattice infill is common after 1845. Continuous foundations are rare, and are never used prior to about 1920. Construction is wood frame. Prior to the Civil War, braced frame construction was used; from 1865 until about 1910, balloon framing was used; and after 1910, platform framing became common. Exterior finish is typically drop siding with corner boards, weatherboards with corner boards, butted wood shingles, or board-and-batten siding.

Secretary of the Interior's Standards for Rehabilitation that apply:

2. The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. [Retention of Distinguishing Architectural Character]

3. Each property shall be recognized as a physical record of its time, place and use. Changes that create false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken. [Recognition of Historic Period]

9. New additions, exterior alterations, or related new constructions shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. [Compatible Contemporary Design for New Alterations and Additions]

Foundations and Infill

Do...

- Retain, repair as needed, or replace historic foundations and enclosures with matching or historically appropriate materials.
- Maintain open spaces between piers.
- Enclose foundation spaces with appropriate materials, such as lattice or pierced brick, if foundation enclosures are missing.

Don't...

- Remove historic foundation enclosures unless they are deteriorated and unrepairable.
- Enclose a pier foundation with continuous infill that prevents ventilation and destroys the openness of the feature.
- Use a replacement infill material which is inappropriate to the style of the building.
- Use historically inappropriate material such as concrete block, stucco or plywood as infill.
- Use modern materials, such as cement block or stone veneer, to repair, reface or replace existing foundations, unless such material can be documented to be part of the original construction.

Post-1821

Frame Vernacular foundations are usually brick, coquina, lime rock or tabby piers. From 1865 until about 1920 brick and coquina piers were most common. Beginning in the 1920s brick, coquina and concrete block piers were used. Piers are usually not finished with stucco. Lattice infill is common after 1845. Continuous foundations are rare, and are never used prior to about 1920.

Do...

- Retain, repair as needed, or replace historic foundations and enclosures with matching or historically appropriate materials.
- Maintain open spaces between piers.
- Enclose foundation spaces with appropriate materials, such as lattice or pierced brick, if foundation enclosures are missing.

Don't...

- Remove historic foundation enclosures unless they are deteriorated and unrepairable.
- Enclose a pier foundation with continuous infill that prevents ventilation and destroys the openness of the feature.
- Use a replacement infill material which is inappropriate to the style of the building.
- Use historically inappropriate material such as concrete block, stucco or plywood as infill.
- Use modern materials, such as cement block or stone veneer, to repair, reface or replace existing foundations, unless such material can be documented to be part of the original construction.

Post-1821

Foundation types and materials depend on the architectural style of the building.

Frame Vernacular foundations are usually brick, coquina, lime rock or tabby piers. From 1865 until about 1920 brick and coquina piers were most common. Beginning in the 1920s brick, coquina and concrete block piers were used. Piers are usually not finished with stucco. Lattice infill is common after 1845. Continuous foundations are rare, and are never used prior to about 1920.

ARCHAEOLOGICAL ORDINANCE

Building is located in zone IB

Consult City Archaeologist with detailed scope of work to determine the impact of the project on archaeological materials and associated review requirements prior to commencing any site work

OOA F2017-0137

67 Marine

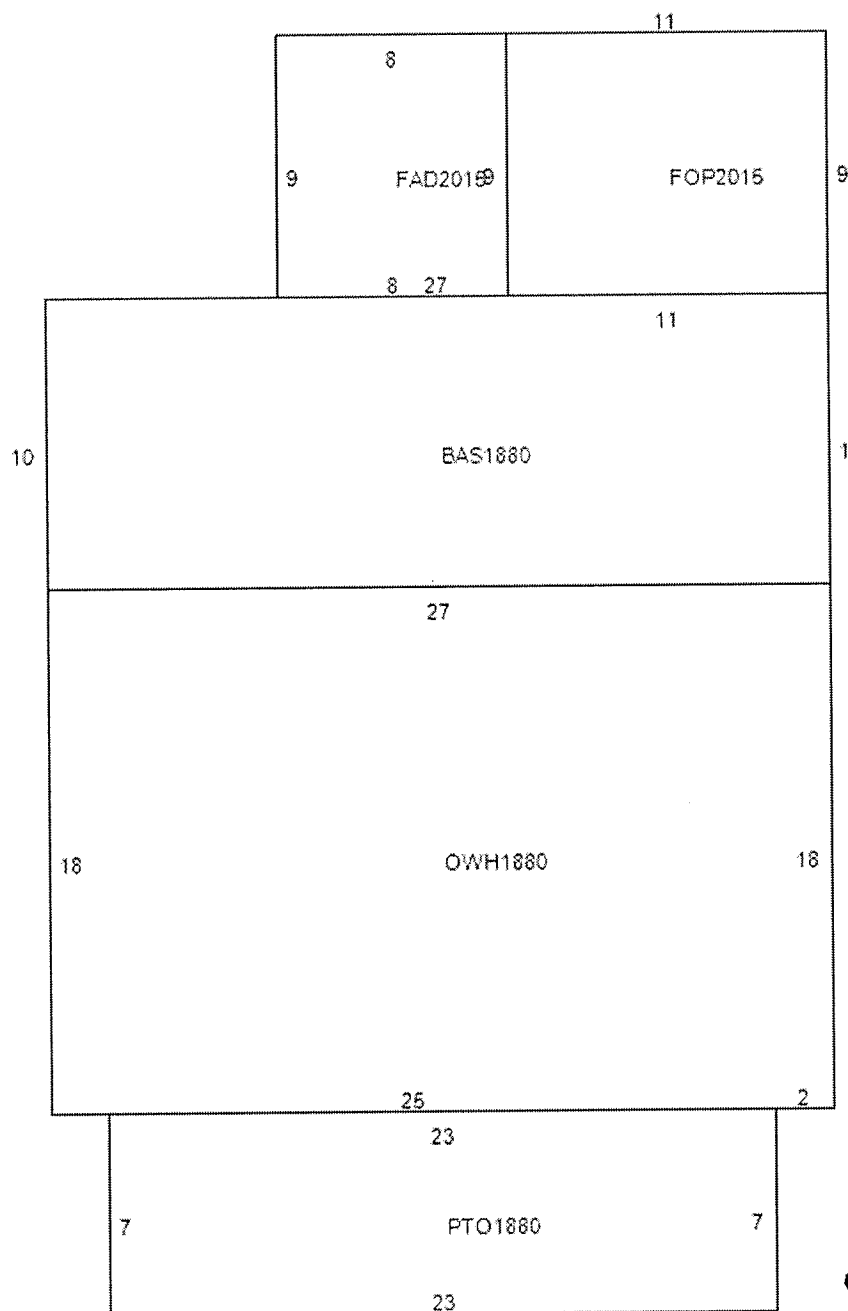
November 9, 2017

LIST OF ATTACHMENTS:

1. Staff photographs
2. Excerpt from revised Secretary of the Interior's Standards for Rehabilitation (2017) which is not adopted in the current AGHP (2011)







**MATCH
to
SANBORN**

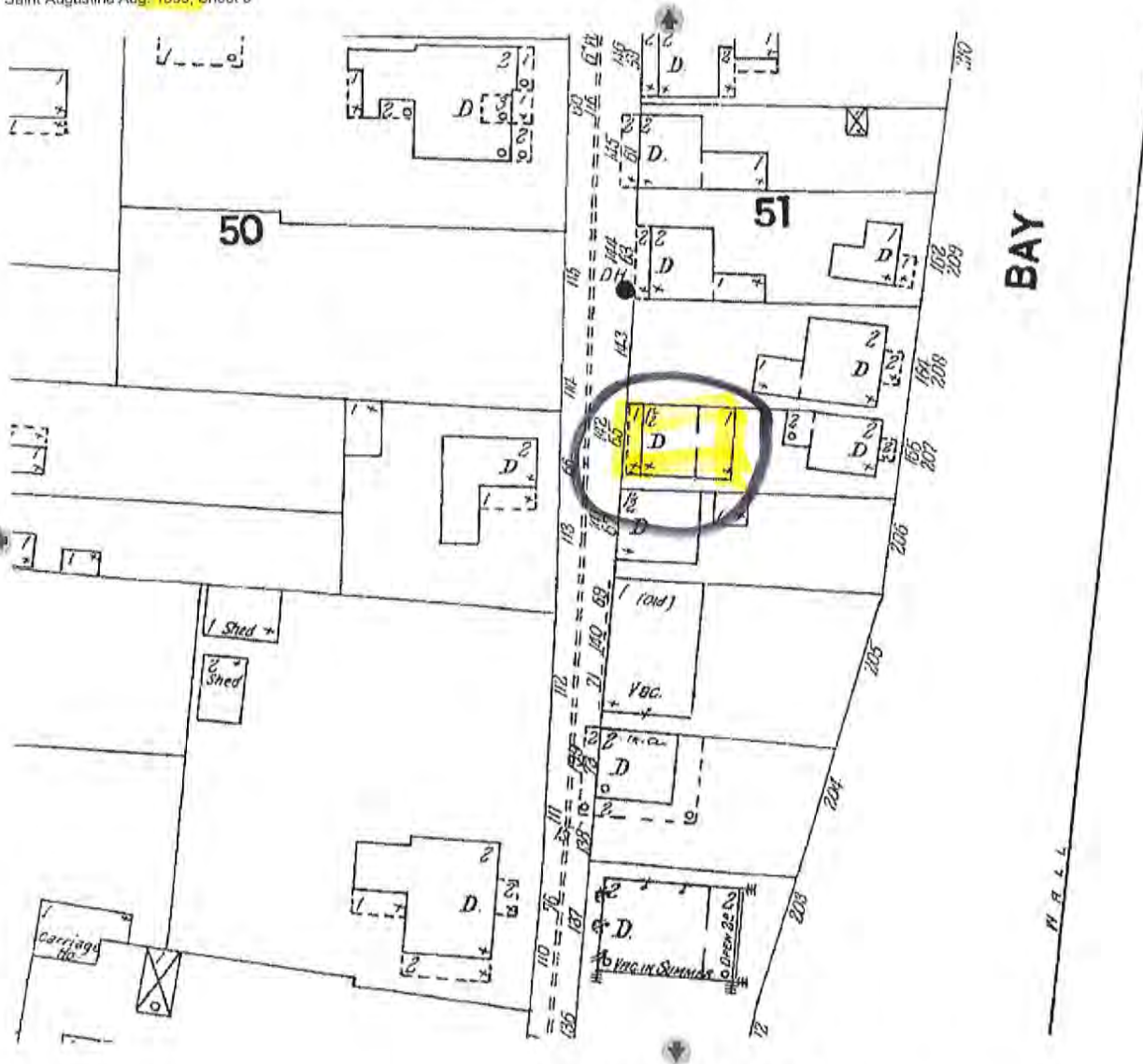
CLOSE WINDOW **DOWNLOAD MAP** **PRINT CURRENT VIEW**

Click on map to:
☐ zoom in ☒ re-center

Zoom: 219%

Select window size for viewing: ☐ ☐ ☐ ☐ ☐

Saint Augustine Aug. 1899, Sheet 5



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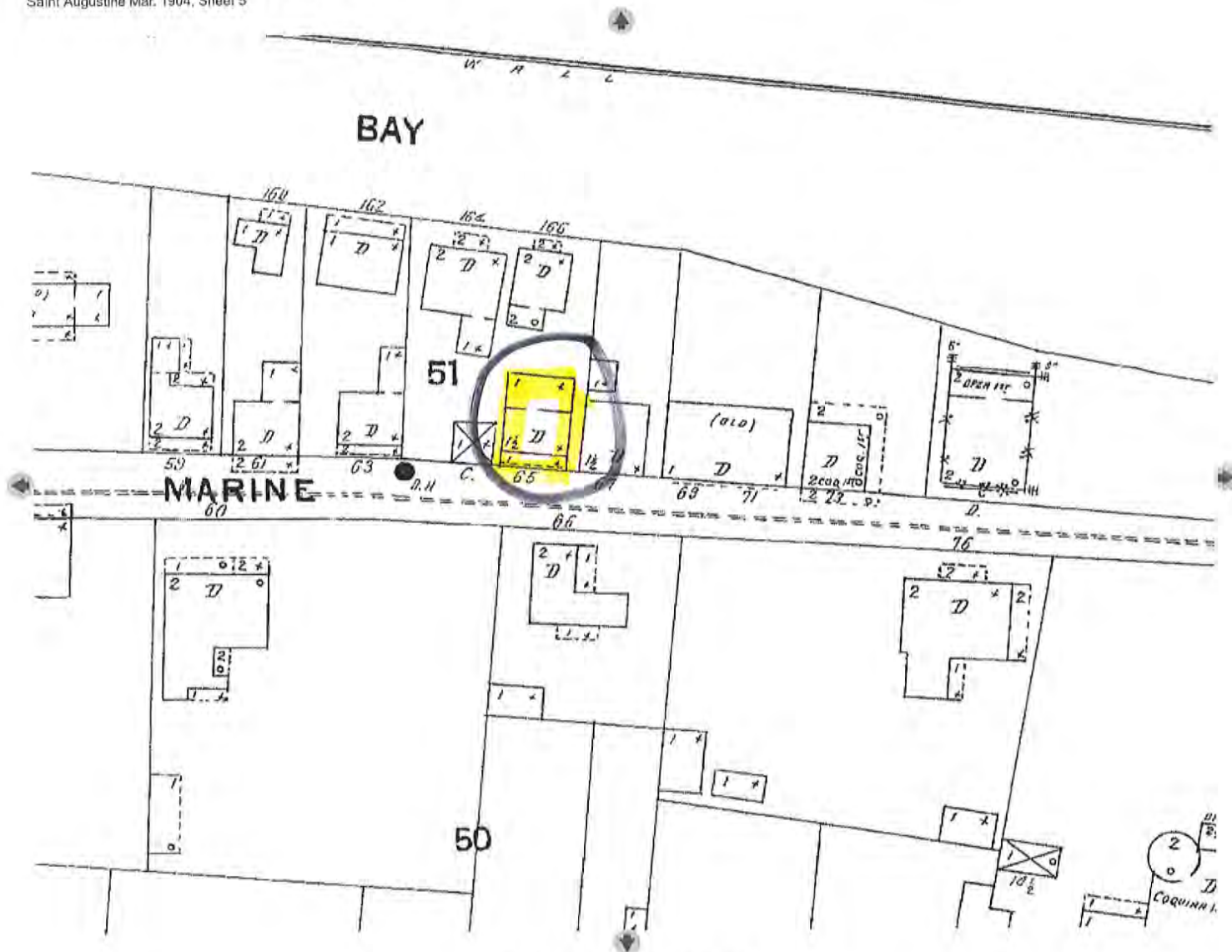
[CLOSE WINDOW](#) [DOWNLOAD MAP](#) [PRINT CURRENT VIEW](#)

Click on map to:
☐ zoom in ☒ re-center

Zoom: 219%

Select window size for viewing: ☐ ☐ ☐ ☐ ☐

Saint Augustine Mar. 1904, Sheet 5



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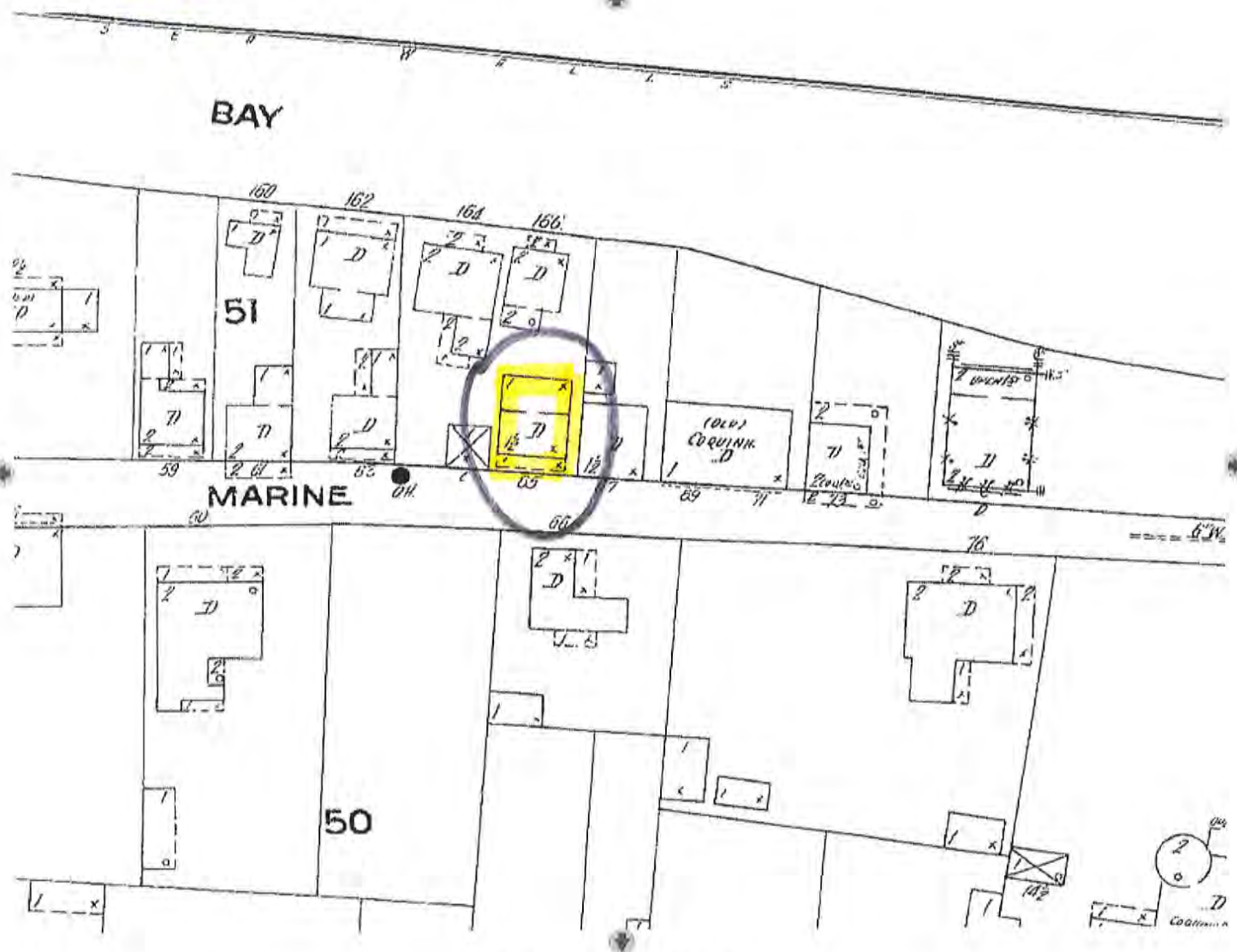
CLOSE WINDOW DOWNLOAD MAP PRINT CURRENT VIEW

Click on map to:
☐ zoom in ☒ re-center

Zoom: 219%

Select window size for viewing: ☐ ☐ ☐ ☐ ☐

Saint Augustine Mar. 1910, Sheet 14



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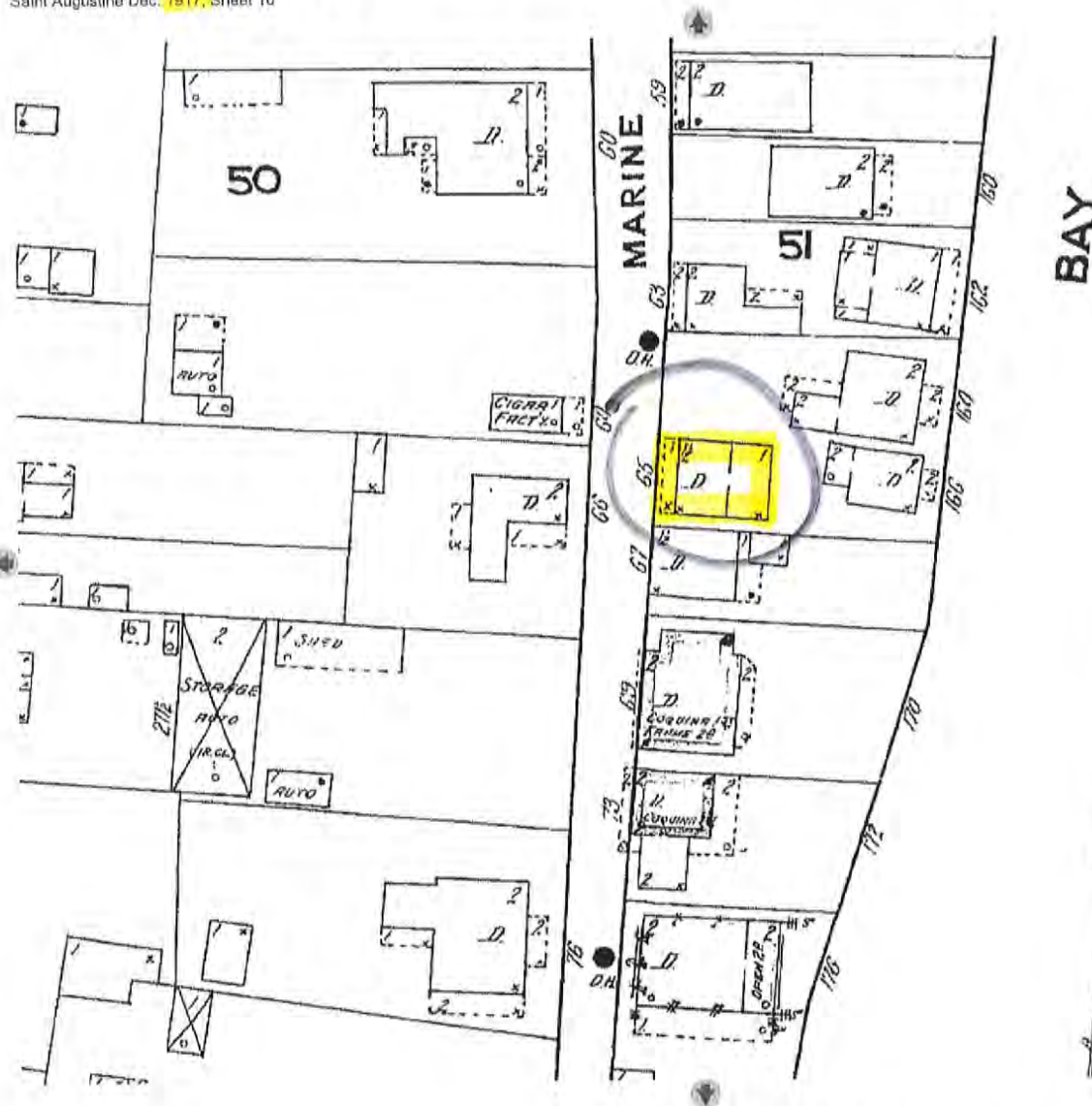
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Click on map to:  zoom in  re-center

Zoom: 220%

Select window size for viewing: ☐ ☐ ☐ ☐ ☐

Saint Augustine Dec. 1917, Sheet 10



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CLOSE WINDOW DOWNLOAD MAP PRINT CURRENT VIEW

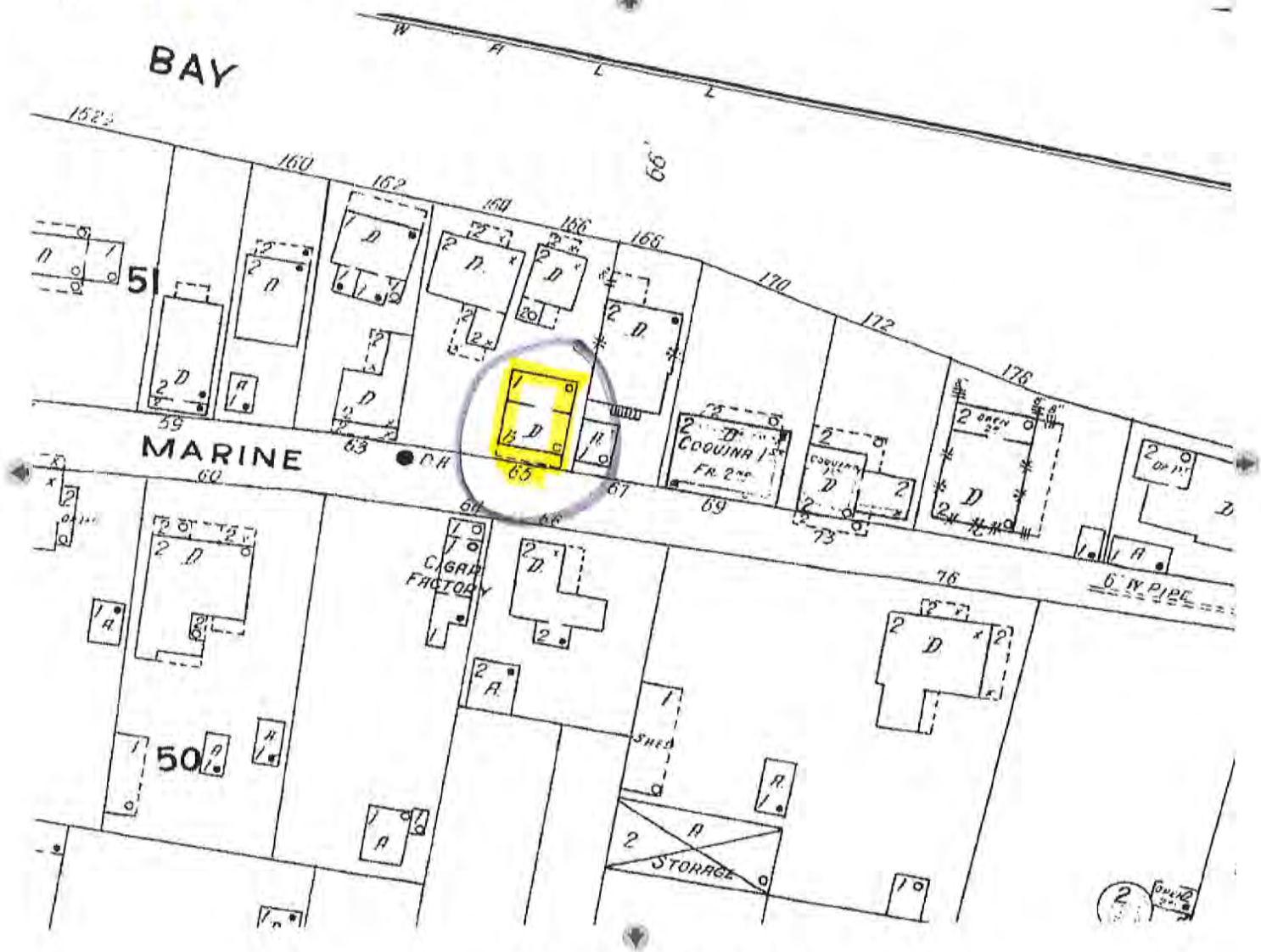
Click on map
to:

☐ zoom in ☒ re-center

Zoom: 219%

Select window size for viewing: ☐ ☐ ☐ ☐ ☐

Saint Augustine July 1924 Sheet 10



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[CLOSE WINDOW](#) [DOWNLOAD MAP](#) [PRINT CURRENT VIEW](#)

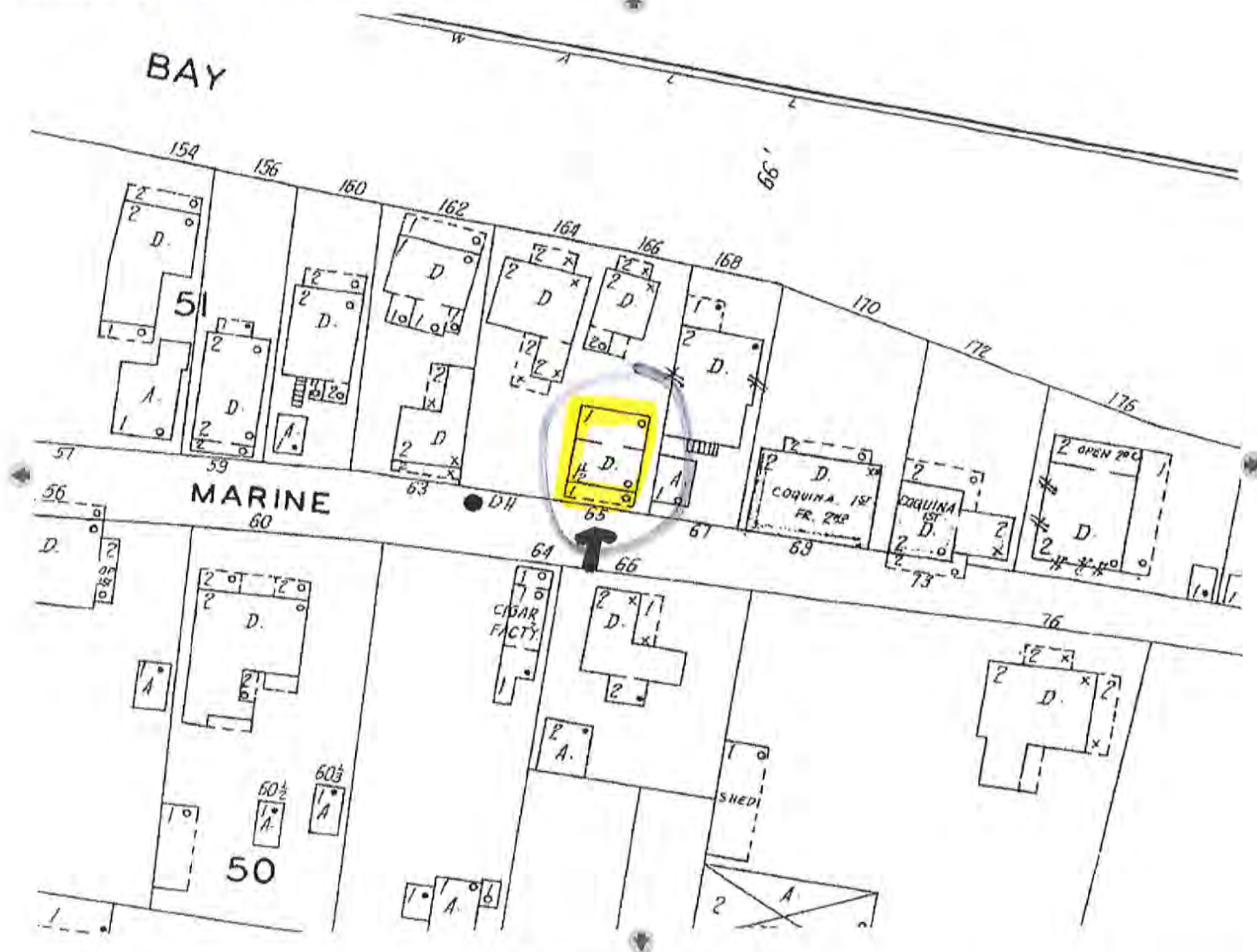
Click on map
to:

☐ zoom in ☒ re-center

Zoom: 234%

Select window size for viewing: ☐ ☐ ☐ ☐ ☐

Saint Augustine Apr. 1930, Sheet 13



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PROVIDED @ HARB
NOVEMBER 9 2017







FLORIDA MASTER SITE FILE
HISTORIC ST. AUGUSTINE PRESERVATION BOARD
HISTORIC PROPERTIES INVENTORY FORM

I. LOCATION & LEGAL DESCRIPTION

FDAHRM 802== Site No. 8SJ1276 1009==
Site Name: 67 Marine Street 830== Survey Date: 7808 820==
Address: 67 Marine Street, St. Augustine, FL 32084 905==
Instructions for Locating: _____
_____ 813== County: St. Johns 808==
Location: City of St. Augustine 22 11 868==
(subdivision) (block) (lot)
_____ 868==
Owner of Site: Name: Wark, Constance I. ;
Address: 67 Marine Street
St. Augustine, FL 32084 902==
Occupant or Manager: _____ 904==
Type of Ownership: Private 848== Zoning: HP-1
NR Classification Category: Building 916== Recording Date: _____ 832==
UTM: 17 470085 3306310 890== Location: T07S R30E S17 812==
(zone) (easting) (northing) (T) (R) (S)
Map Reference: USGS St. Augustine 7.5 MIN 1956 (PR 1970) 809==
Recorder: Name & Title: Nolan, David (Historic Sites Specialist) ;
Address: H.S.A.P.B. 818==

II. SITE DESCRIPTION

Condition of Site:		Threats to Site:	
() <u>Excellent</u>	863==	() <u>Zoning</u>	878==
(X) <u>Good</u>	863==	() <u>Development</u>	878==
() <u>Fair</u>	863==	() <u>Deterioration</u>	878==
() <u>Deteriorated</u>	863==	() <u>Borrowing</u>	878==
		() <u>Transportation</u>	878==
Integrity of Site:		() <u>Fill</u>	878==
(X) <u>Altered</u>	858==	() <u>Dredge</u>	878==
() <u>Unaltered</u>	858==	() <u>Other</u>	878==
(X) <u>Original Site</u>	858==		
() <u>Restored - Date:</u>	858==		
() <u>Moved - Date:</u>	858==		

**SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)**

II. SITE DESCRIPTION, continued.

Original Use: Priv. Res. 838== Present Use: Priv. Res. 850==
Date: +1854 844== Period: 19th cent. 845== Culture: America 840==
Architect: _____ 872==
Builder: _____ 874==
Style: Frame Vernacular 964==
Plan Type: Rectangular 966==
Exterior Fabrics: Wood, weatherboard, with cornerboard
_____ 854==
Structural Systems: Wood frame 856==
Features of Structure: (942)
Window Type: DHS 6/6, transom light, blinds, moveable louvers 942==
Foundation: Stone piers (coquina) 942==
Roof Type: Gable 942==
Secondary Roof Structures: Dormer, gable 942==
Porches & Balconies: _____
_____ 942==
Chimney Location: End, exterior, ridge 942==
Materials: (882)
Chimney: Stuccoed, stone (coquina) 882==
Roof Surfacing: Metal corrugated 882==
Ornament Exterior: Ornamental iron work
_____ 882==
Quantitative Data: (950-954)
Chimneys: 1 952== Dormers: 2 954== Stories: 1½ 950==
Other: _____ 956==
Surroundings: Residential 864==
Relationship to Surroundings: Near St. Francis Barracks & Oldest House, and
is situated on block bordering bayfront.
_____ 859==

III. PHOTOGRAPHY

Photographic Records Numbers: _____ 860==
Contact Prints

IV. SIGNIFICANCE

Areas of Significance: Architecture, Commerce, Politics/Government, Families, Minorcans, Education, Hotels, Literature, Law 920==

Statement of Significance: (911==)

ARCHITECTURE

This one and one-half story Frame Vernacular residence at 67 Marine Street was constructed between 1840 and 1854. It is one of few extant Territorial Period (1821-1845) structures in the city. The distinctive dormers display weatherboarding running at a 45 degree angle instead of straight across. This style, popular during the Territorial days, is found on two other houses of that era, 76 Spanish Street and 28 St. Francis Street. The 6/6 windows are also an indication of age. Although no on-site inspection was made, the exposed boards of the similar building revealed vertical saw marks, evidence of pre-Civil War construction. The house is on coquina piers and has a stuccoed coquina chimney. A masonry wall surrounds the property. Ornamental iron work covers the Marine Street entrance and window, and a portion of what appears to have been a window opening has been covered with lattice or decorative wood. The house is situated on a street bordering the waterfront, although the building faces west. It is near St. Francis Barracks, now the State Arsenal, Headquarters for the Florida National Guard. The Oldest House, a tourist attraction is less than half a block away.

The area of the colonial city between Bridge and St. Francis Streets is one of mixed usages. Though primarily residential, it includes commercial tourist attractions, religious, and educational buildings. The narrow streets, some still brick, conform to the colonial town plan listed on the National Register of Historic Places. Construction dates in the area range from colonial through modern times. Many of St. Augustine's surviving colonial buildings are located along Marine and St. Francis Streets, including the Oldest House. Along the bayfront and on St. George Street are two of the outstanding Victorian neighborhoods of the city, with many elegant winter residences from the Flagler era. Some colonial-style buildings have been reconstructed, and other buildings have been remodeled in the St. Augustine Colonial Revival style. The area is bounded on the west by Cordova Street and on the east by the bayfront. The section of Avenida Menendez between Bridge and St. Francis is the major waterfront residential street of the downtown area. The area has suffered many demolitions for parking lots and expanded school grounds over the years. A heavy toll has been taken among Flagler-era buildings. The area continues to feel pressure from the large amount of tourist and school traffic that passes through.

(over)

V. BIBLIOGRAPHY

1. Kathleen Deagan, et. al, "A Sub-Surface Survey of the St. Augustine City Environs," (Tallahassee, 1976); Juan Jose Elixio de la Puente, "Plano . . . de la Plaza de San Agustín," January 22, 1764; Mariano de la Rocque, "Plano Particular de la Ciudad de San Agustín," April 25, 1788; East Florida Papers, Escrituras, 1784-1821; Albert Manucy, The Houses of St. Augustine, 1565-1821 (St. Augustine, 1962), pp. 22-25 and 41-47.
2. Anon., "Copy of a Plan of the City of St. Augustine," 1833; 1885 and 1894 Birds-Eye Views; Sanborn Fire Insurance Maps, 1888-1958.

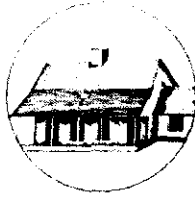
HISTORY

This section of the walled colonial city was first occupied in the 17th century as the early settlement expanded south towards the St. Francis convent. All structures were destroyed in 1702 by the invading South Carolinians, but by mid-century, houses had been rebuilt on all streets except present-day Cordova Street, then the course of the early 18th century Rosario defense line. The northern boundary of the area, Bridge Street, led to one of three late colonial San Sebastian River ferry crossings. The British demolished numerous buildings here, but were the first to build along the bayfront on the east side of Marine Street. The Spanish filled this low-lying land in the 1790's, and substantial residences were thereafter erected on the reclaimed land. The Spanish crown owned considerable property in this section of the colonial city, such as a school building near the southeast corner of Bridge and St. George Streets and the vacant land west of St. George Street where crops were raised by the garrison. Nine colonial buildings have survived in this section, particularly in clusters along Marine and St. Francis Streets: Sanchez, Marin, Puello, Jones and the two Rovira Houses on Marine; Tovar and Oldest House on St. Francis; and the St. Francis Inn on corner of St. George and St. Francis. The Llabias House and the St. Francis Barracks lie on the south side of St. Francis Street.(1) The area remained essentially residential throughout the American period, although several religious structures were built along St. George Street (the non-extant 19th century Presbyterian Church and the 20th century Cathedral Parish School complex) and along Cordova Street (the 20th century Synagogue). Several boarding houses were scattered throughout the area, most notably the St. Francis Inn building and the Valencia Hotel. Taken as a whole, this section has a high concentration of 18th and 19th century buildings on all streets except Cordova which was developed primarily in the 1920's.(2)

An early property transaction involving this lot at 67 Marine Street was a sale in 1823. Gabriel W. Perpall, a descendent of Minorcan colonists who migrated to St. Augustine from New Smyrna in 1777, purchased the lot selling it to William Monson in 1840. Monson, of Norwegian descent, was a member of the family who later became proprietors of a bayfront hotel still bearing the family name.(3) The first mention of a house on the lot was in 1854 when Charles Schultze conveyed the property to Albert Van Dohlen. Although the existence of the dwelling cannot be determined on the 1855 Horton Sketch, it is possible to identify the structure on the 1885 Birds-Eye View.(4) An owner around the turn of the century was William S. M. Pinkham. Pinkham owned and managed the Ocean View Hotel a short distance from the house. He was also a prominent businessman, city council member, mayor of the city (1889-1897), superintendent of the Board of Public Instruction, and a municipal judge.(5) A later property owner was William W. Dewhurst. Dewhurst, like Pinkham, served as mayor (1888-1889) and was an influential businessman.(6) Other diverse activities included postmaster, author of a book concerning the history of St. Augustine, attorney, and organizer and president of the Business Men's League, and president of the Board of Trade (1892).(7) The house has been occupied by numerous residents during the 20th century. It stood vacant from 1949 until recent years when purchased by Constance I. Wark.(8) The striking similarity of this building to others constructed around 1840 lends credibility to the Territorial date.

-
3. St. Johns County Deed Records, Book AA, p. 737; Book O, p. 150; St. Augustine City Directory, 1904, 1907-08, 1914-15, 1979; Interview by Karen Harvey with Sadie Mier, November 11, 1978.
 4. Deed Book P, p. 272; John S. Horton, eng., "View of St. Augustine, East Florida, 1855"; H. Wellge, eng., "View of the City of St. Augustine, Florida, 1885" (Boston).
 5. Thomas Graham, The Awakening of St. Augustine (St. Augustine, 1978), p. 268; Webb's St. Augustine Directory, 1885; St. Augustine City Directory, 1899 through 1924-25.
 6. Graham, p. 268.
 7. City Directory, 1885, 1899, 1904, 1907, 1911-12; E. J. Ellito, ed., Elliot's Florida Encyclopedia (Jacksonville, 1899); Tatler, January 23, 1892, p. 11; January, 21, 1893, p. 6; January 21, 1899, p. 11.
 8. City Directory, 1949 through 1977.

☐ Original
☒ Update



HISTORICAL STRUCTURE FORM

FLORIDA MASTER SITE FILE

Version 4.0 1/07

Site #8 **SJ001276**
 Field Date 5-19-2016
 Form Date 5-19-2016
 Recorder # _____

Shaded Fields represent the minimum acceptable level of documentation.
 Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) 67 Marine Street Multiple Listing (DHR only) _____
 Survey Project Name Inv. of Structures within the St. Augustine NRHD Survey # (DHR only) _____
 National Register Category (please check one) ☒ building ☐ structure ☐ district ☐ site ☐ object
 Ownership: ☐ private-profit ☐ private-nonprofit ☐ private-individual ☒ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

Street Number 67 Direction _____ Street Name Marine Street Type Street Suffix Direction _____
 Address: 67
 Cross Streets (nearest / between) _____
 USGS 7.5 Map Name ST. AUGUSTINE USGS Date 1956 Plat or Other Map _____
 City / Town (within 3 miles) St. Augustine In City Limits? ☒ yes ☐ no ☐ unknown County St. Johns
 Township 7S Range 30E Section 17 1/4 section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: _____
 Tax Parcel # 1985300000 Landgrant _____
 Subdivision Name _____ Block _____ Lot _____
 UTM Coordinates: Zone ☐ 16 ☒ 17 Easting Northing
 Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
 Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1854 ☐ approximately ☒ year listed or earlier ☐ year listed or later
 Original Use Private Residence (House/Cottage/Cabin) From (year): _____ To (year): _____
 Current Use Private Residence (House/Cottage/Cabin) From (year): _____ To (year): _____
 Other Use _____ From (year): _____ To (year): _____
 Moves: ☐ yes ☒ no ☐ unknown Date: _____ Original address _____
 Alterations: ☒ yes ☐ no ☐ unknown Date: _____ Nature ext. fabric, windows, roof
 Additions: ☐ yes ☐ no ☒ unknown Date: _____ Nature _____
 Architect (last name first): _____ Builder (last name first): _____
 Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? ☒ yes ☐ no ☐ unknown Describe _____

DESCRIPTION

Style Frame Vernacular Exterior Plan Rectangular Number of Stories 1.5
 Exterior Fabric(s) 1. Weatherboard 2. _____ 3. _____
 Roof Type(s) 1. Gable 2. _____ 3. _____
 Roof Material(s) 1. Wood shingles 2. _____ 3. _____
 Roof secondary strucs. (dormers etc.) 1. Gable dormer 2. _____
 Windows (types, materials, etc.) DHS 6/6, transom light

Distinguishing Architectural Features (exterior or interior ornaments) Ornamental iron work gate in masonry wall

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) _____

DHR USE ONLY

OFFICIAL EVALUATION

DHR USE ONLY

NR List Date _____	SHPO - Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info Date _____ Init. _____
☐ Owner Objection	KEEPER - Determined eligible: ☐ yes ☐ no Date _____
	NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see <i>National Register Bulletin 15</i> , p. 2)

DESCRIPTION (continued)

Chimney: No. 1 Chimney Material(s): 1. _____ 2. Stuccoed coquina
 Structural System(s): 1. Wood frame 2. _____ 3. _____
 Foundation Type(s): 1. Piers 2. _____
 Foundation Material(s): 1. _____ 2. Coquina
 Main Entrance (stylistic details) single wood panel door offset to left with metal security gate; wood trim and transom

Porch Descriptions (types, locations, roof types, etc.) _____

Condition (overall resource condition): ☐ excellent ☒ good ☐ fair ☐ deteriorated ☐ ruinous

Narrative Description of Resource recently updated

Archaeological Remains _____ ☐ Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

☒ FMSF record search (sites/surveys) ☒ library research ☐ building permits ☒ Sanborn maps
☐ FL State Archives/photo collection ☒ city directory ☒ occupant/owner interview ☐ plat maps
☒ property appraiser / tax records ☒ newspaper files ☐ neighbor interview ☐ Public Lands Survey (DEP)
☒ cultural resource survey (CRAS) ☒ historic photos ☐ interior inspection ☐ HABS/HAER record search
☐ other methods (describe) _____

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed) _____

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐ yes ☒ no ☐ insufficient information

Appears to meet the criteria for National Register listing as part of a district? ☒ yes ☐ no ☐ insufficient information

Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) could contribute to a district

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

1. _____ 3. _____ 5. _____
 2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____
 2) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Patricia Davenport Affiliation Environmental Services, Inc.
 Recorder Contact Information 7220 Financial Way Ste. 100 Jacksonville, FL 32256 904-470-2200, pdavenport@esinc.cc
 (address / phone / fax / e-mail)

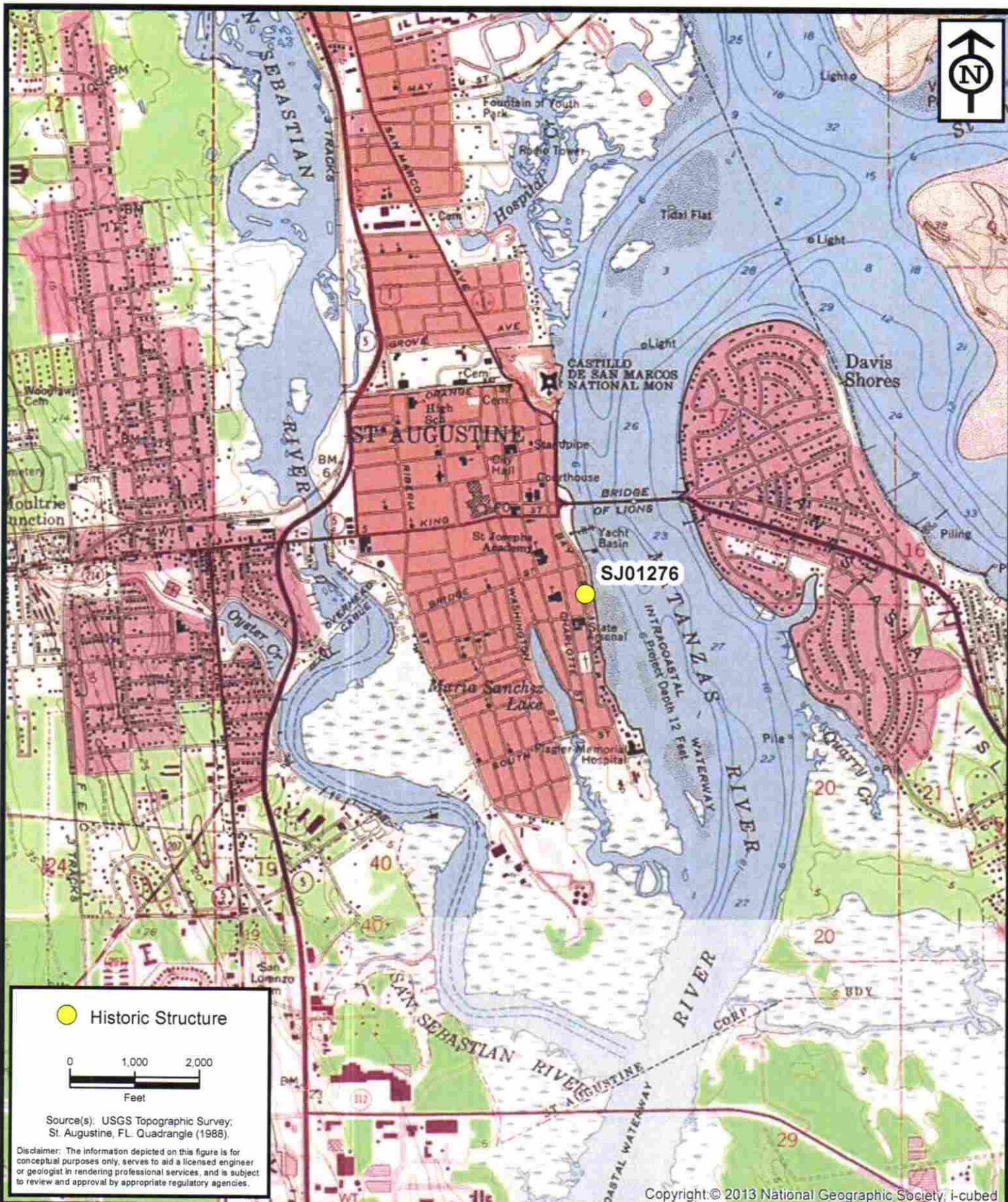
Required Attachments

① USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED

② LARGE SCALE STREET, PLAT OR PARCEL MAP (available from most property appraiser web sites)

③ PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE

If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
 Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.



**ENVIRONMENTAL
SERVICES, INC.**

7220 Financial Way, Suite 100
Jacksonville, Florida 32256
(904) 470-2200
(904) 470-2112 Fax

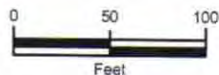
www.environmentalservicesinc.com

Project Location - SJ01276
City of St. Augustine
Historic Structure Survey
St. Johns County, Florida

Project:	AJ15441.00
Date:	May 2016
Drawn By:	AVL
Checked By:	JRN
Approved By:	PD
Figure:	1



● Historic Structure
□ Parcel Location



Source(s): ESRI Topographic Basemap

Disclaimer: The information depicted on this figure is for conceptual purposes only, serves to aid a licensed engineer or geologist in rendering professional services, and is subject to review and approval by appropriate regulatory agencies.

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



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Historic Structure Survey
St. Johns County, Florida

Project:	AJ15441.00
Date:	May 2016
Drawn By:	AVL
Checked By:	JRN
Approved By:	PD
Figure:	2





FOR JULY 16, 2020 HARB MEETING

2020-0052: 67 Marine Street

Materials submitted by
Paul J. Thompson – Applicant

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67 MARINE



STREET PROFILES

1"=20'

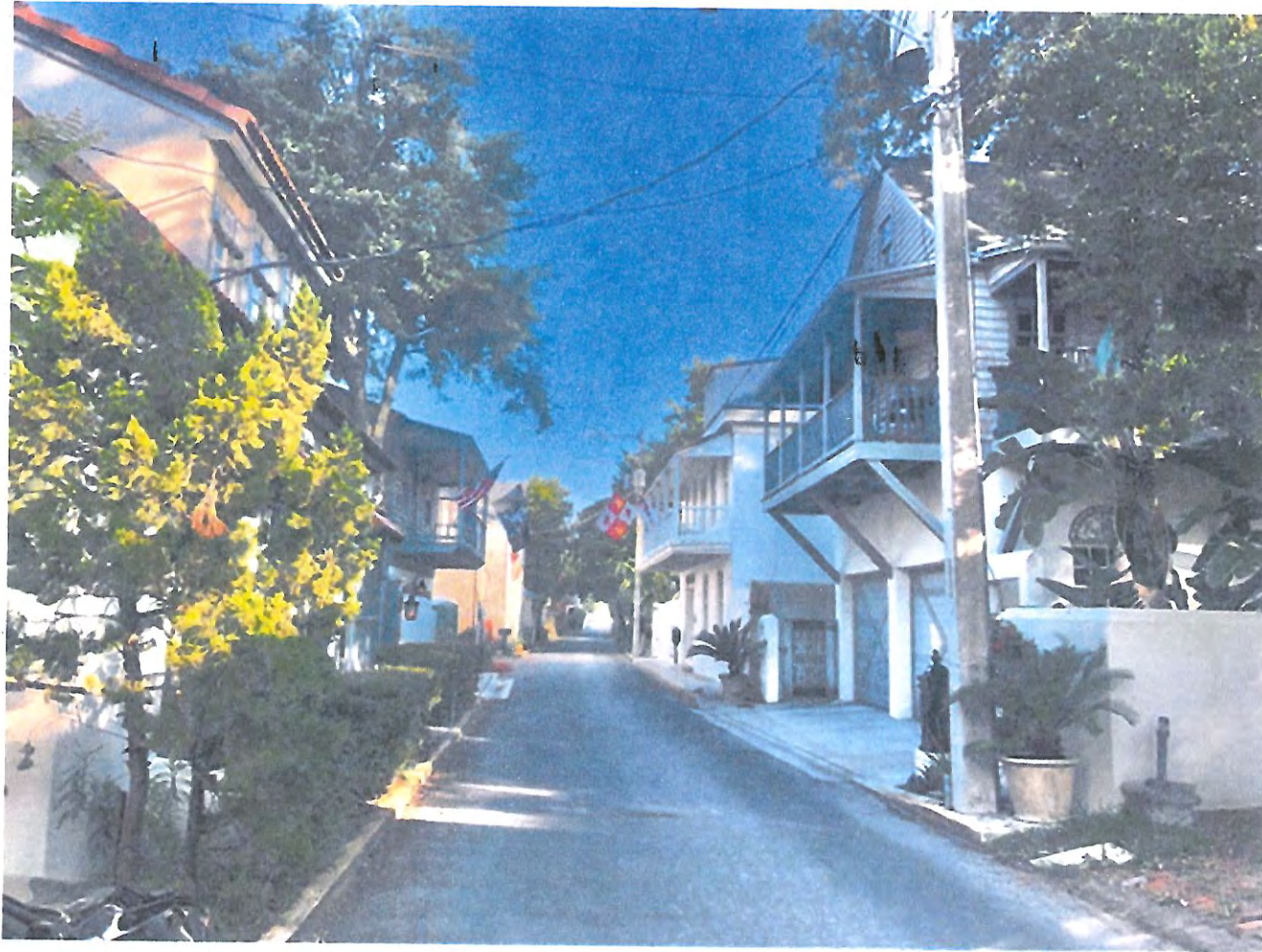
6-26-20

LES THOMAS
ARCHITECT
32 CORDOVA STREET
ST. AUGUSTINE, FLORIDA 32084
AR-0000262
PHONE (904) 824-3328
FAX (904) 824-4337

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Street Scene
(looking South on MARINE)

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52 MARINE

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53 MARINE

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63 MARINE

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44 Marine Street

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LaRue House Movers & Sons, Inc

315 South Vermont Avenue

Green Cove Springs, FL 32043

(904)284-3317 / Fax# (904)284-8644

laruehousemovers@bellsouth.net

A Family Business Since 1945

State Certified Building Contractor# CBC056852

www.laruehousemovers.com www.jacksonvillefoundation.com

DATE: July 03, 2020

TO: Paul Thompson
 67 Marine Street
 St Augustine, Fl

RE: 67 Marine Street

We are requesting that the Coquina Fire Place be removed from the house before the raise of the house. In our many years of experience in lifting homes, We feel that this coquina fireplace is not a good candidate to raise. If we were to attempt to raise the fireplace it would be unsafe for my employees and could cause structural damage to the house.

Larwence LaRue
LaRue House Movers & Sons, Inc

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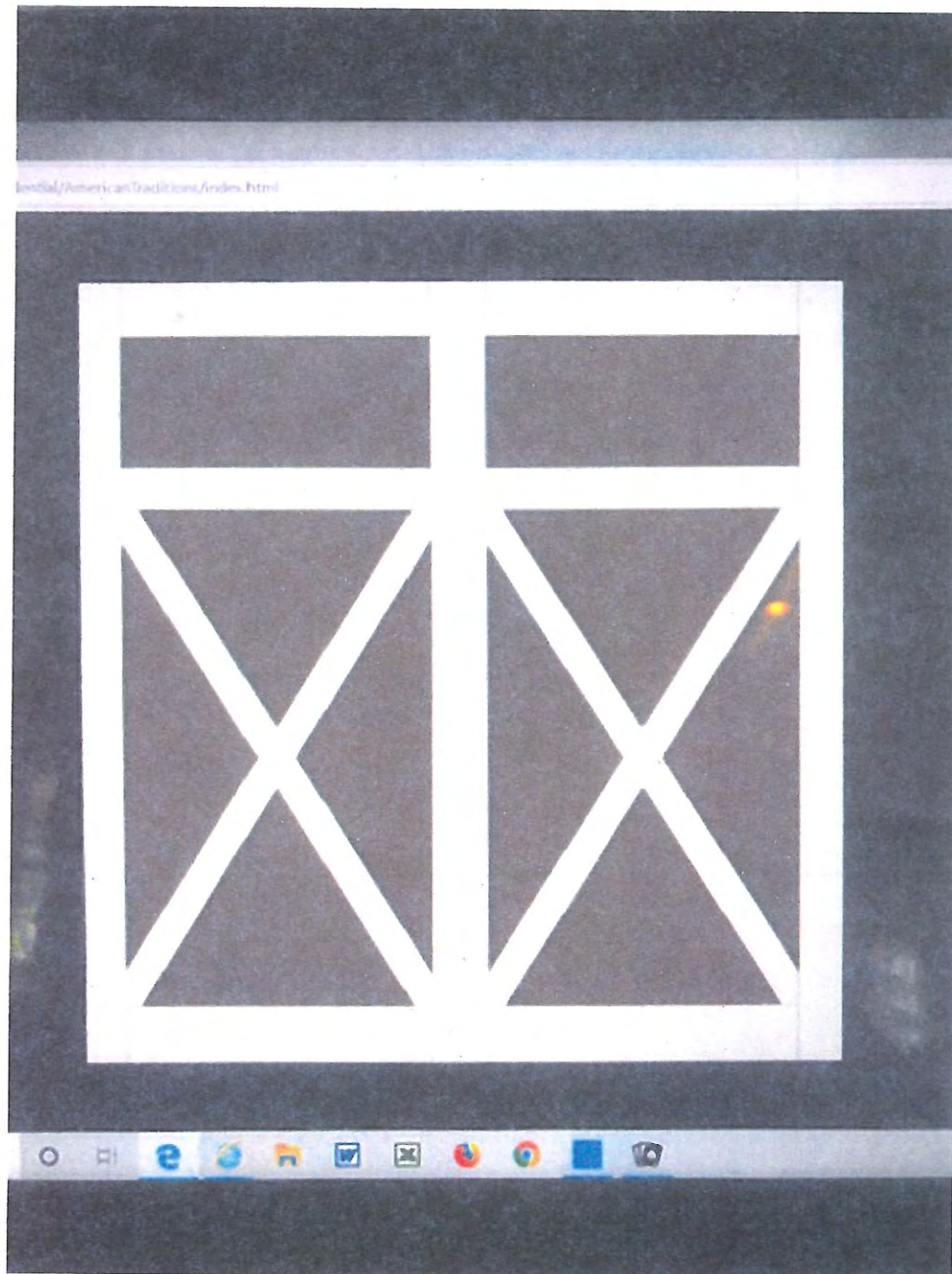


New Front & Rear Door (on ground level)

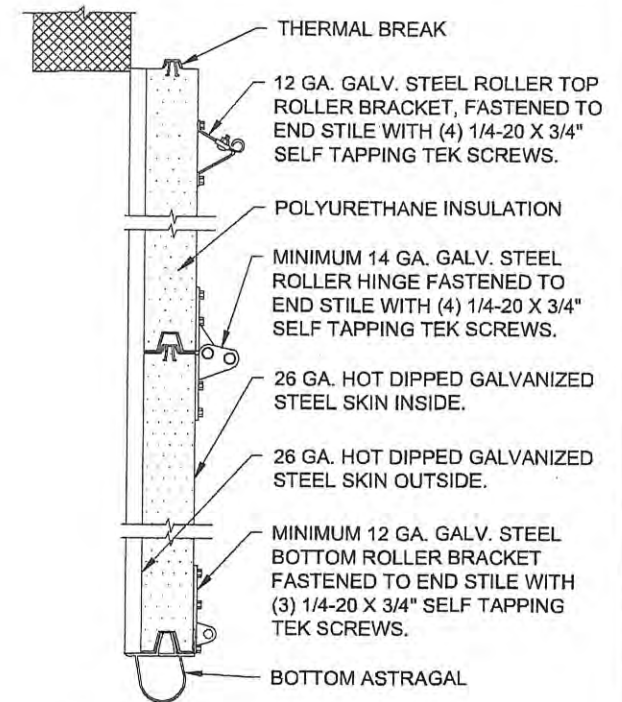
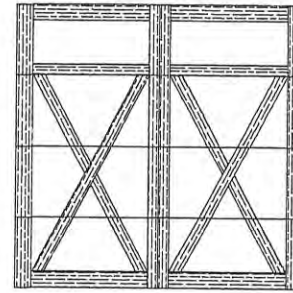
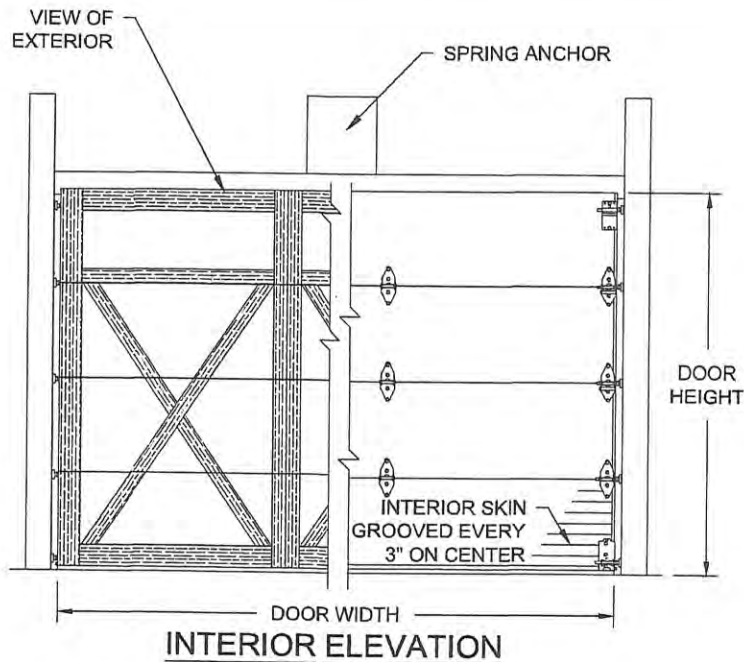
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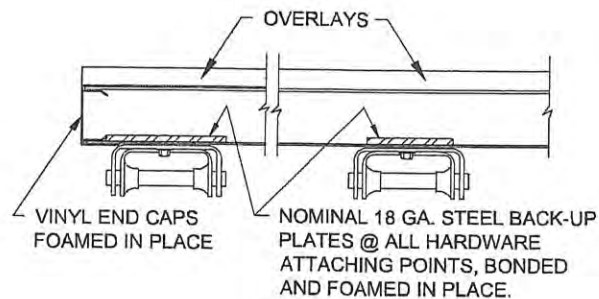
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Garage Door



SIDE ELEVATION OF DOOR



HINGE DETAIL

ADDITIONAL NOTES:

AVAILABLE SECTION HEIGHTS ARE 18", 21", AND 24", INSULATED BY FOAMING-IN-PLACE WITH HIGH DENSITY POLYURETHANE FOAM, MINIMUM 2.20 LBS./CUBIC FT.. EACH SECTION IS CONSTRUCTED TO PROVIDE FOR FULL THERMAL BREAK AT TOP, BOTTOM AND ENDS OF SECTION. NOMINAL THICKNESS OF SECTION WITH OVERLAYS TO BE 2". STEEL SKINS TO BE PRE-PAINTED WITH A URETHANE PRIMER BASE COAT AND A BAKED-ON POLYESTER TOP COAT.

MODEL NUMBER

940

320 Sycamore St.
Wauseon, Ohio 43567
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Similar door at 63 Marine

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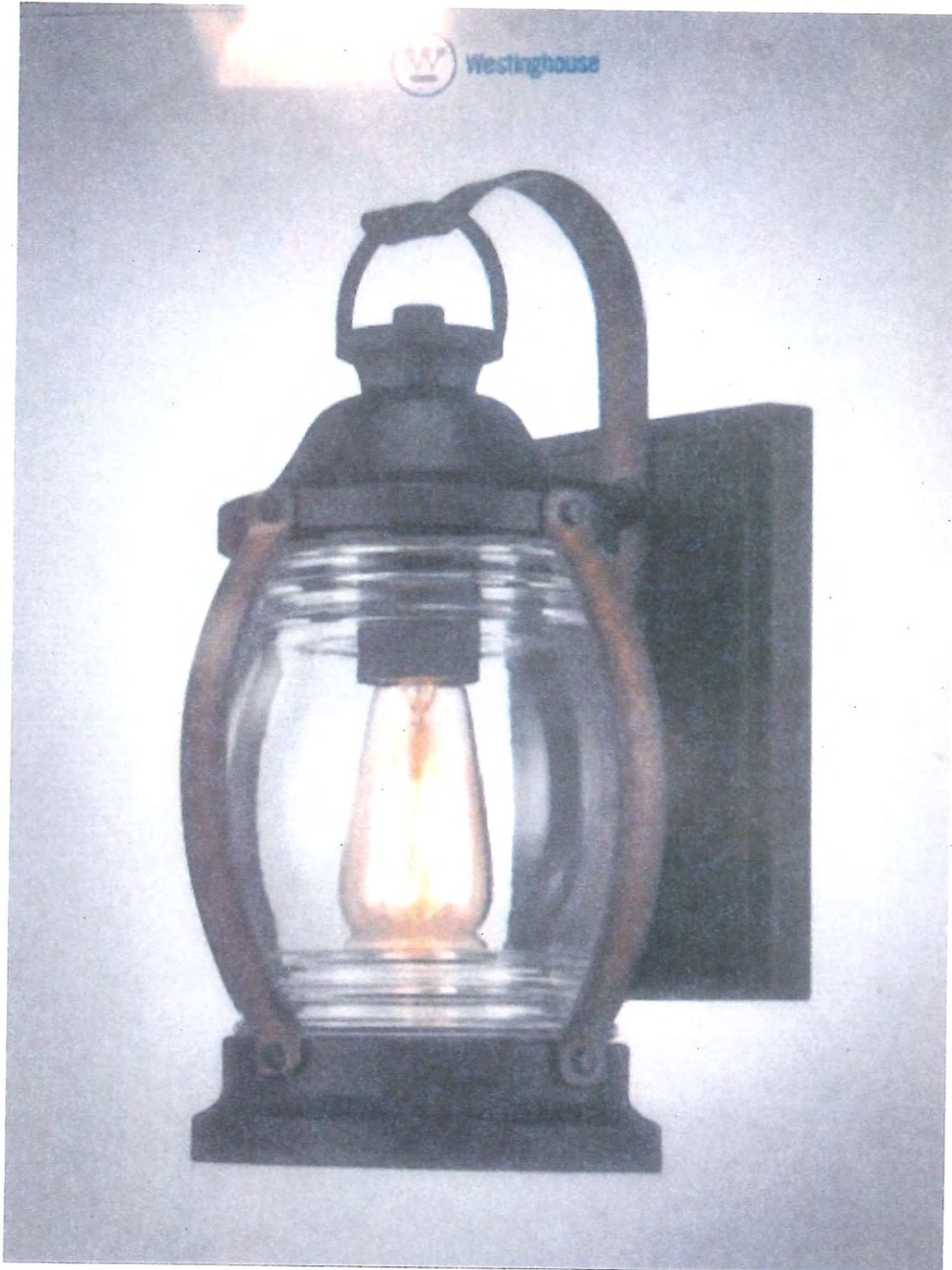


Hardware

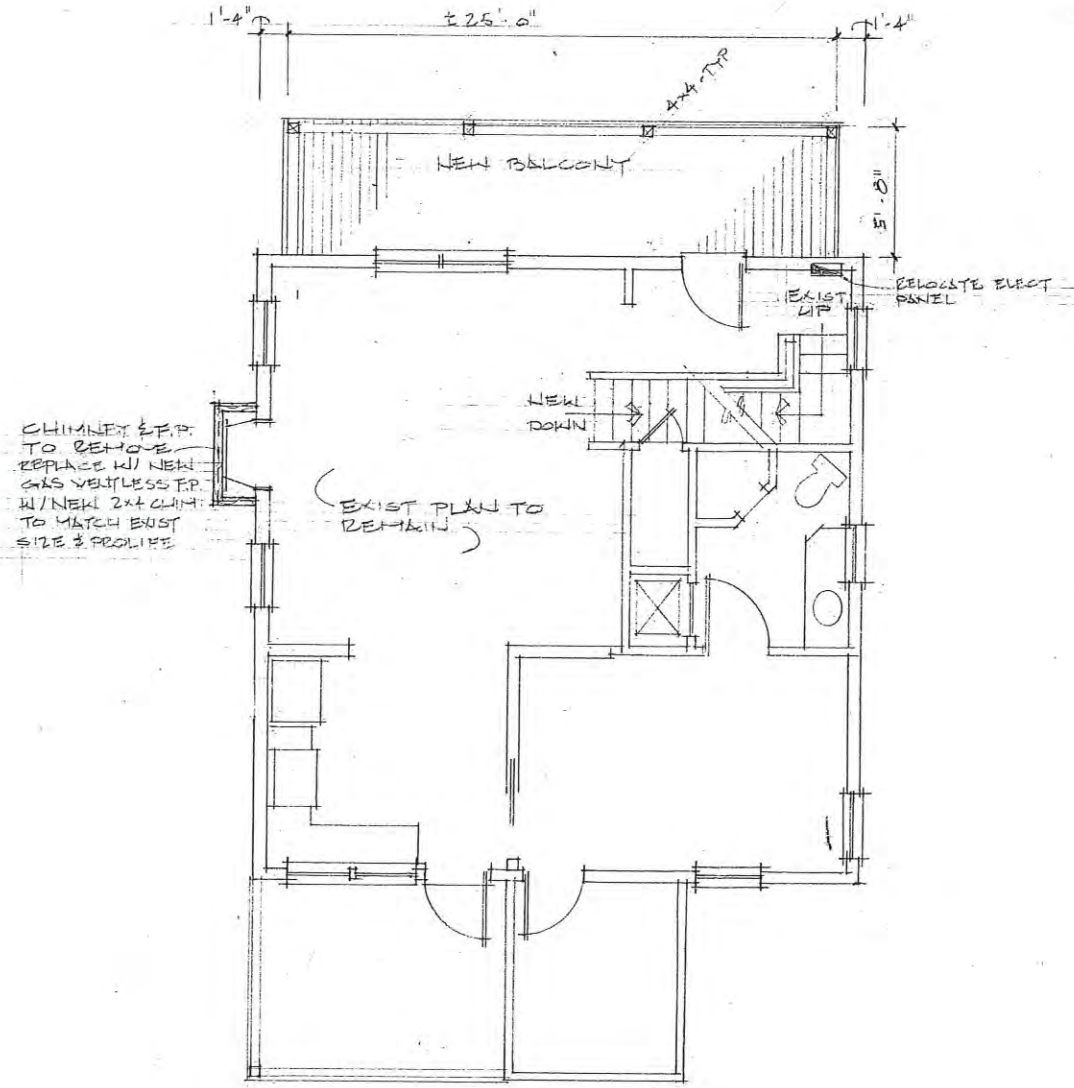
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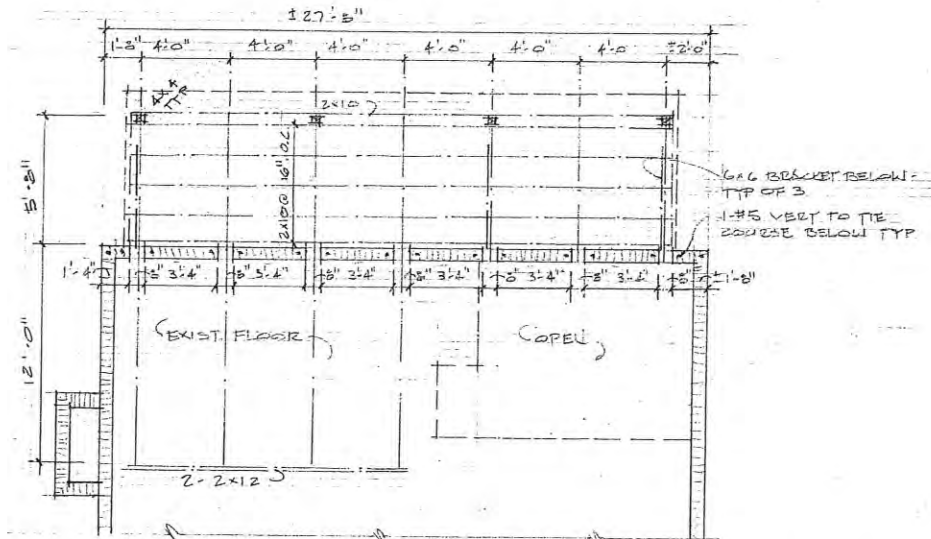
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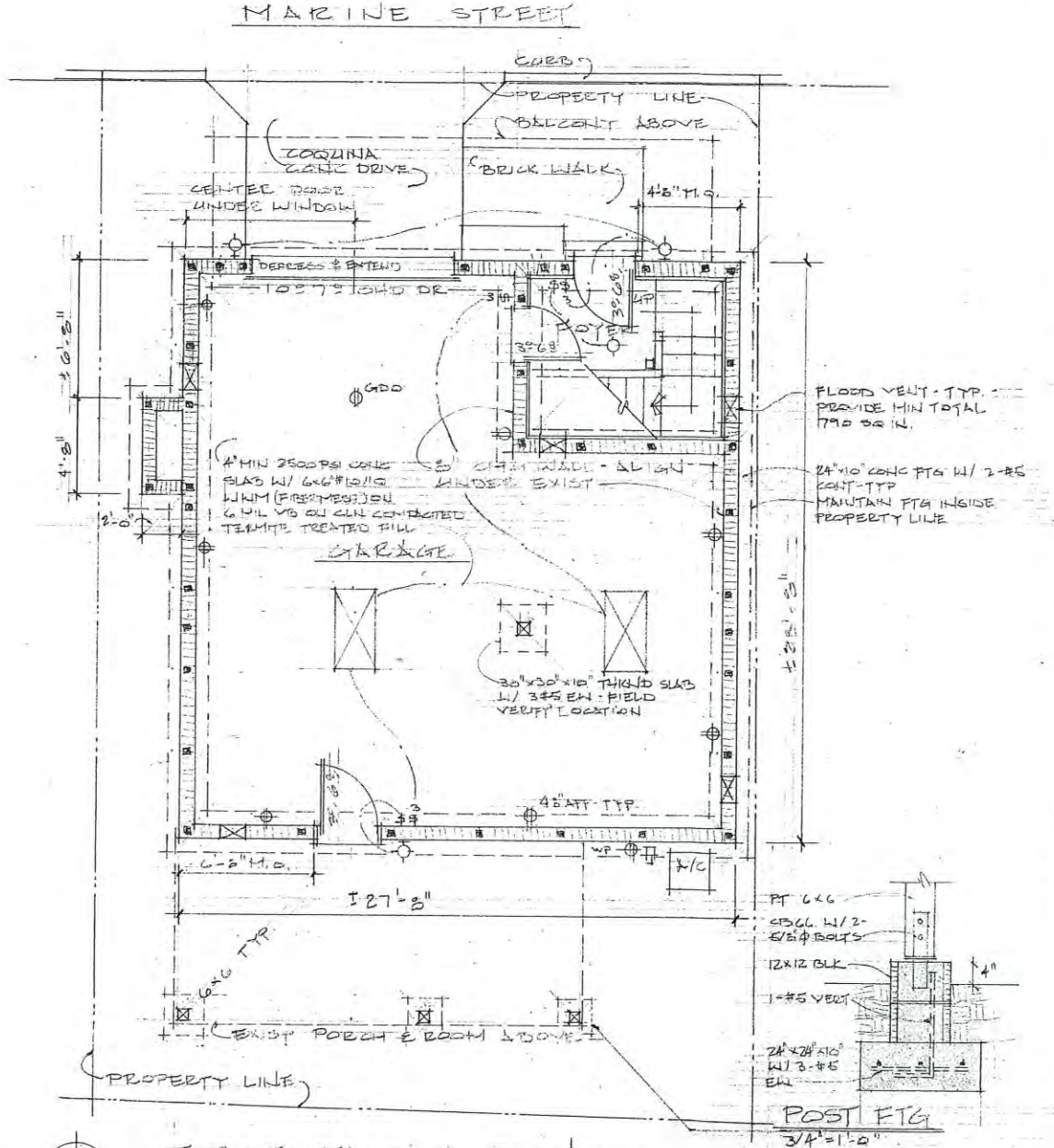
Light Fixture



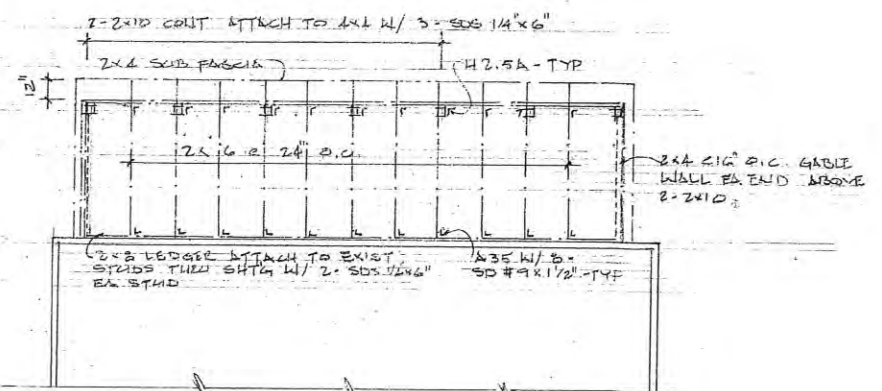
SECOND FLOOR PLAN
1/4" = 1'-0"



BALCONY FLOOR FRAMING PLAN
1/4" = 1'-0"



FIRST FLOOR PLAN
1/4" = 1'-0"

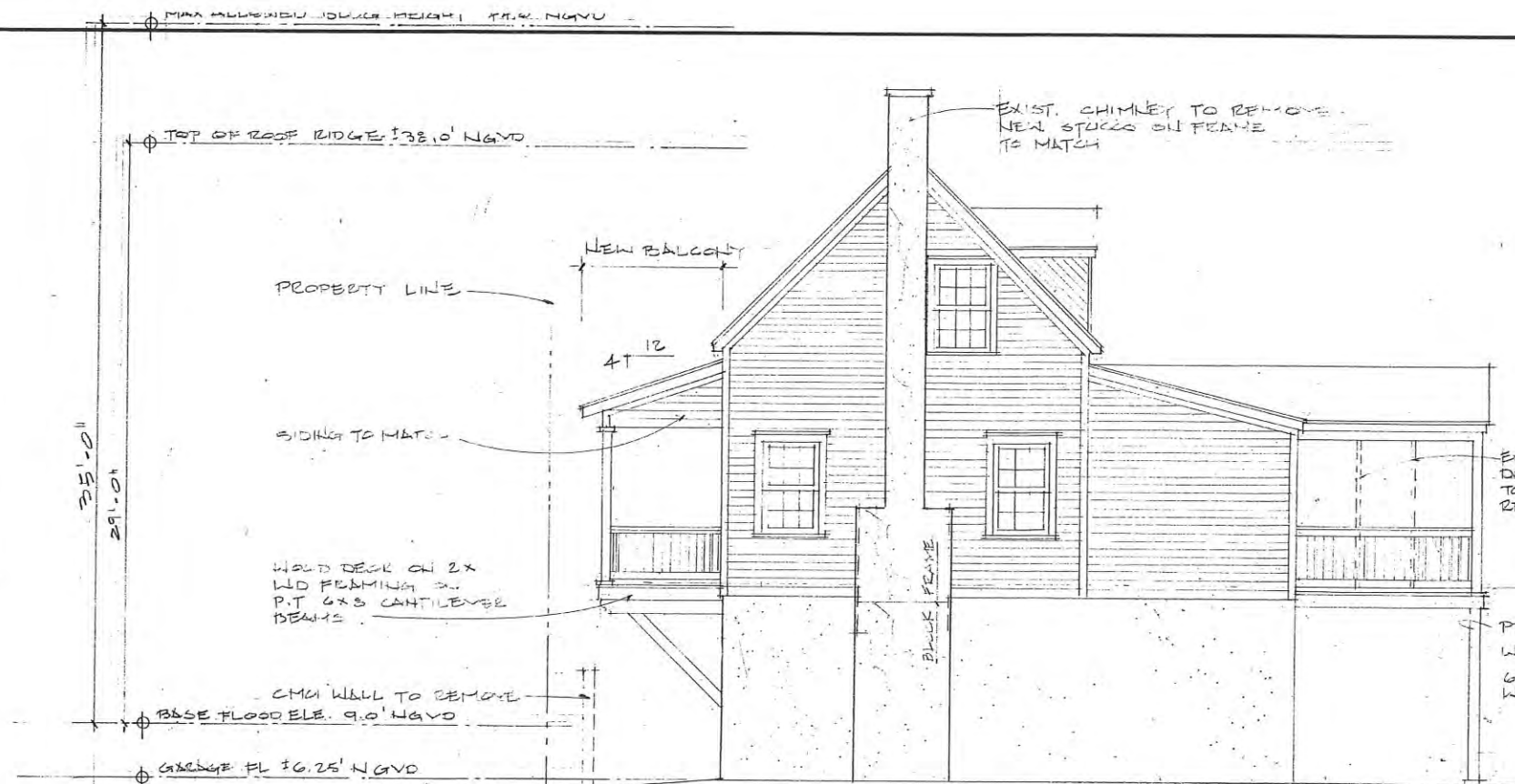


BALCONY ROOF FRAMING PLAN

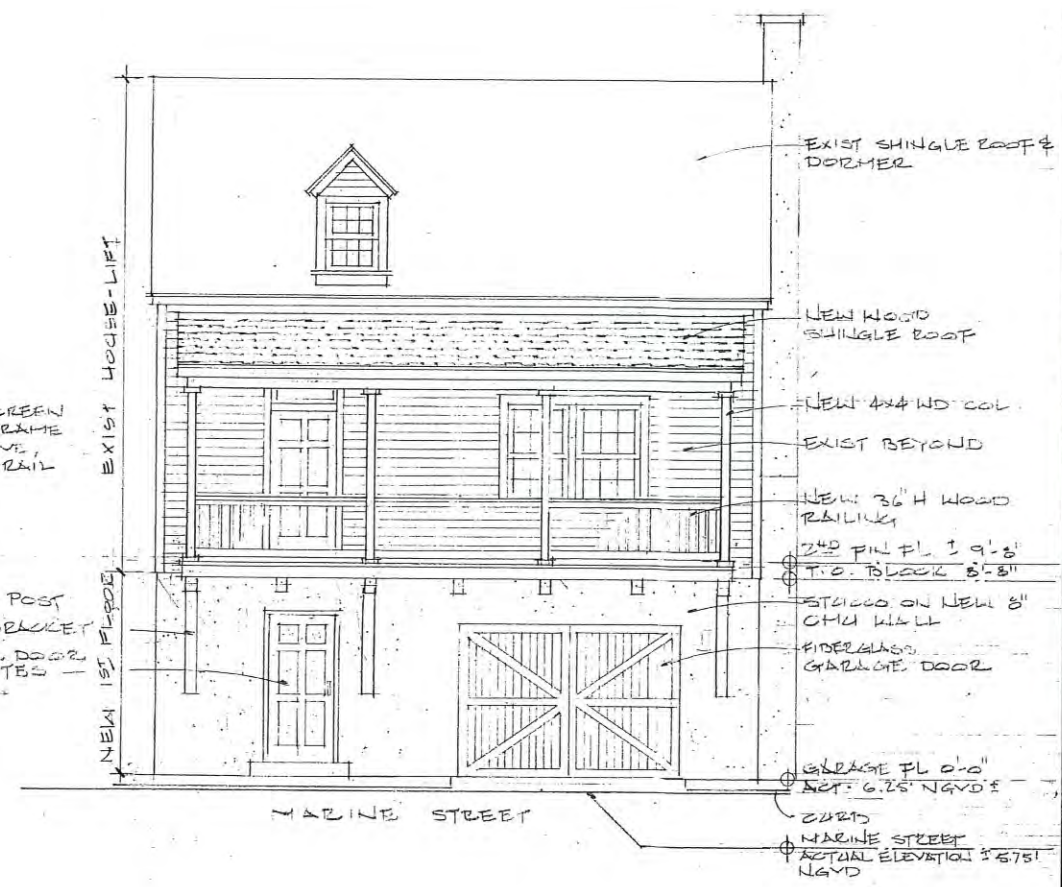
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SOUTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"

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ADDITION & RENOVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST. AUGUSTINE, FLORIDA

ELEVATIONS

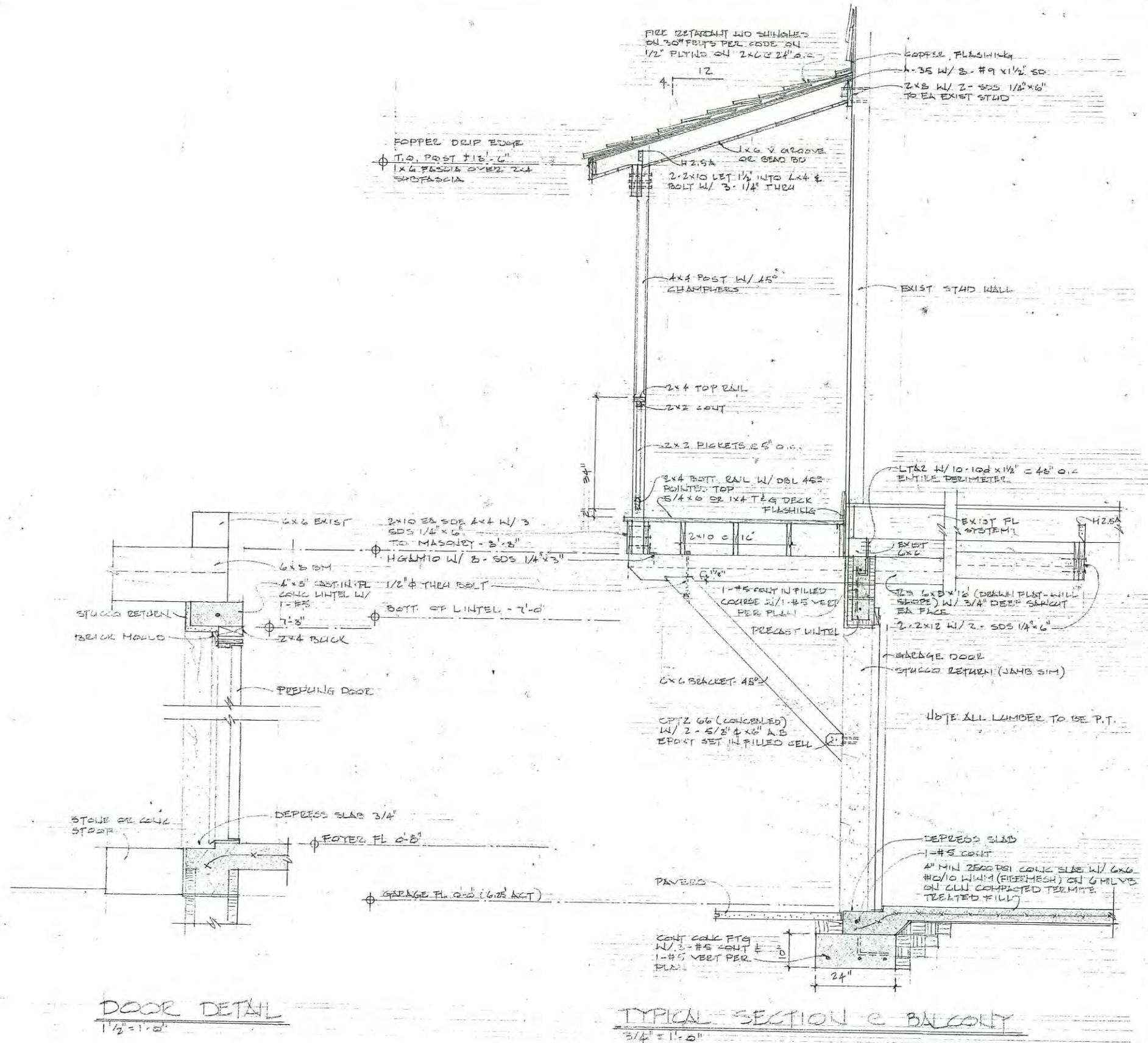
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Drawn LMS
Job 2017-013
Sheet

A-2

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ADDITION & RENOVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST AUGUSTINE
FLORIDA

DETAILS

Date 6/12/10
Scale AS NOTED
Drawn SKS
Job 2017-013
Sheet

A-3



TO 67 MARINE STREET
P.O. PAUL THOMPSON
ST. AUGUSTINE, FLORIDA

2/28/17
14" = 1' - 0"
SXS
07-013

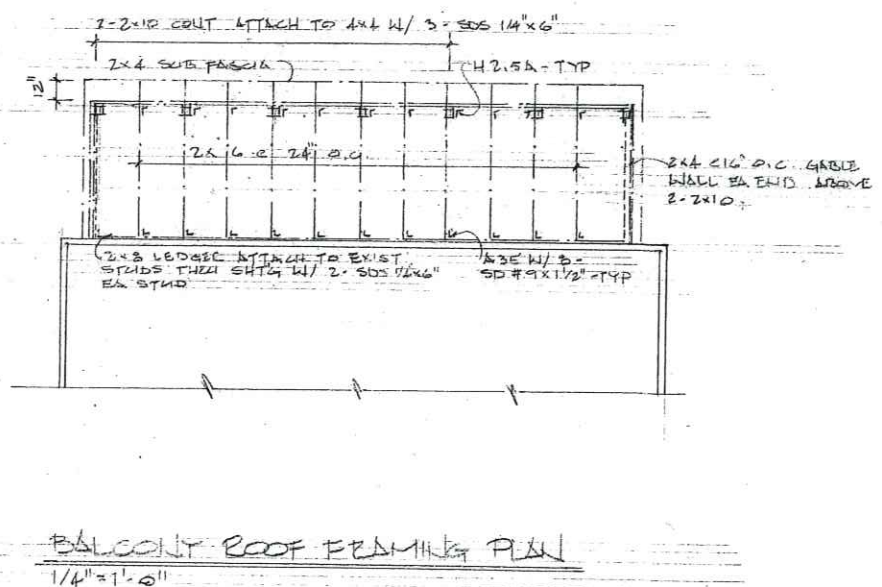
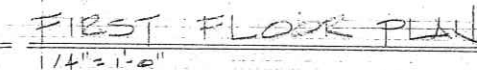
A-1

Page 294 of 518



JUL 10 2020

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MAX ALLOWED BLDG HEIGHT 43'0" NAVD

TOP OF ROOF EDGE 37'0" NAVD

PROPERTY LINE

NEW BALCONY

4" 12"

SIDING TO MATCH

WOOD DECK ON 2x
WD FRAMING ON
PT 6x8 CANTILEVER
BEAMS

CMU WALL TO REMOVE
BASE FLOOR ELE. 8'0" NAVD

GRADE FL 16'25" NAVD

EXIST CHIMNEY TO REMOVE
NEW STOKES OR FENNE
TO MATCH

EXIST SCREEN
DOOR FRAME
TO REMOVE
REPLACE RAIL

PT 6x6 POST
WOOD BRACKET
6 PANEL DOOR
W/ 2 LITES

EXIST HOUSING-LINE

NEW 1ST FLOOR

EXIST SHINGLE ROOF &
DORMER

NEW WOOD
SHINGLE ROOF

NEW 4x4 WOOD COL

EXIST BEYOND

NEW 36" H WOOD
RAILING

2x4 PIN FL. 19'8"
T.O. BLOCK 5'8"

STUCCO ON NEW 5"
CMU WALL

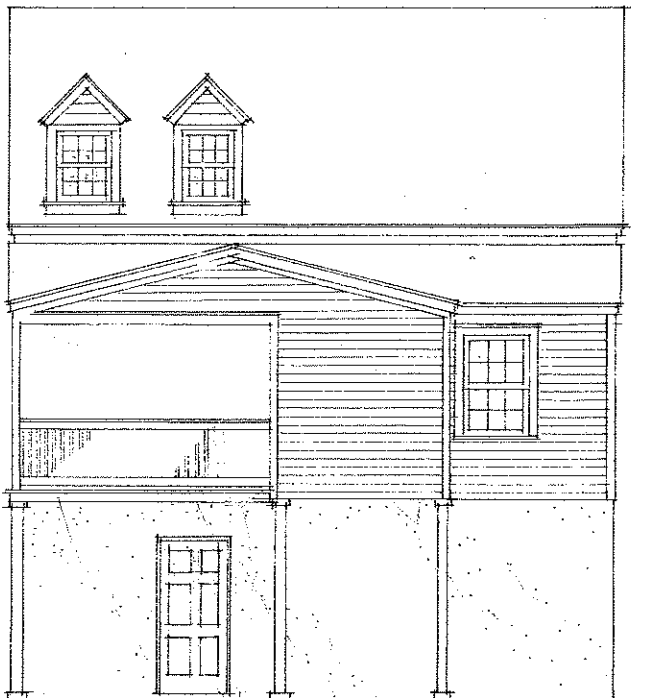
GLASS
GARAGE DOOR

GRADE FL 0'0"
ACT. 6'25" NAVD

2x4x8
MARINE STREET
ACTUAL ELEVATION 16'75"
NAVD

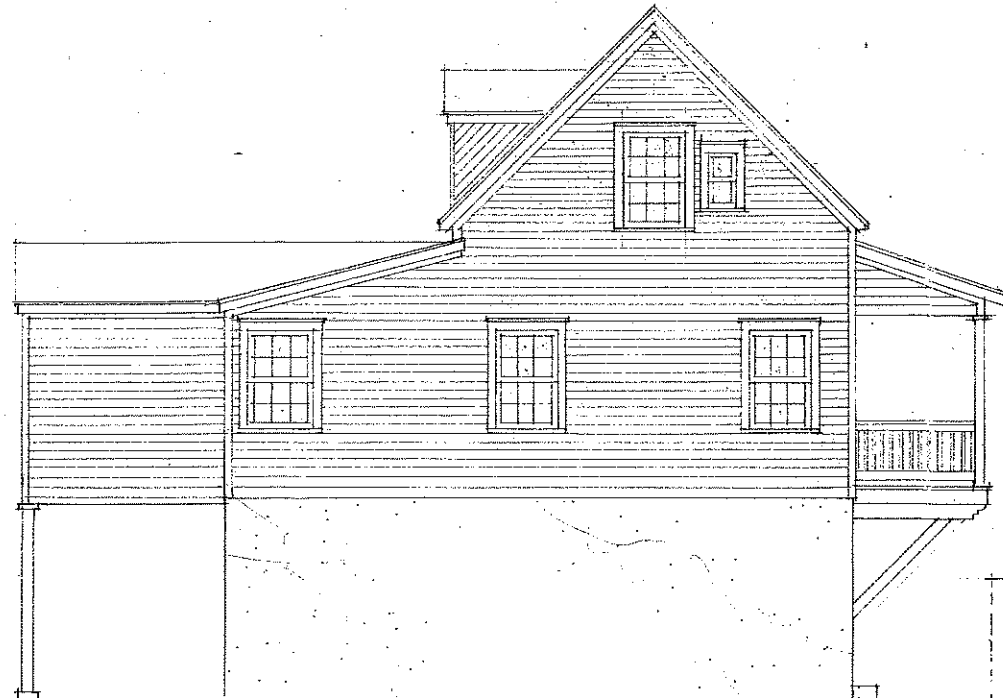
SOUTH ELEVATION

1/4"=1'-0"



EAST ELEVATION

1/4"=1'-0"



NORTH ELEVATION

1/4"=1'-0"

REVISIONS

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ADDITION & RENOVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST. AUGUSTINE, FL 32014

ELEVATIONS

Date 10/26/17

Scale 1/4"=1'-0"

Drawn LMS

Job 2017-013

Sheet

A-2

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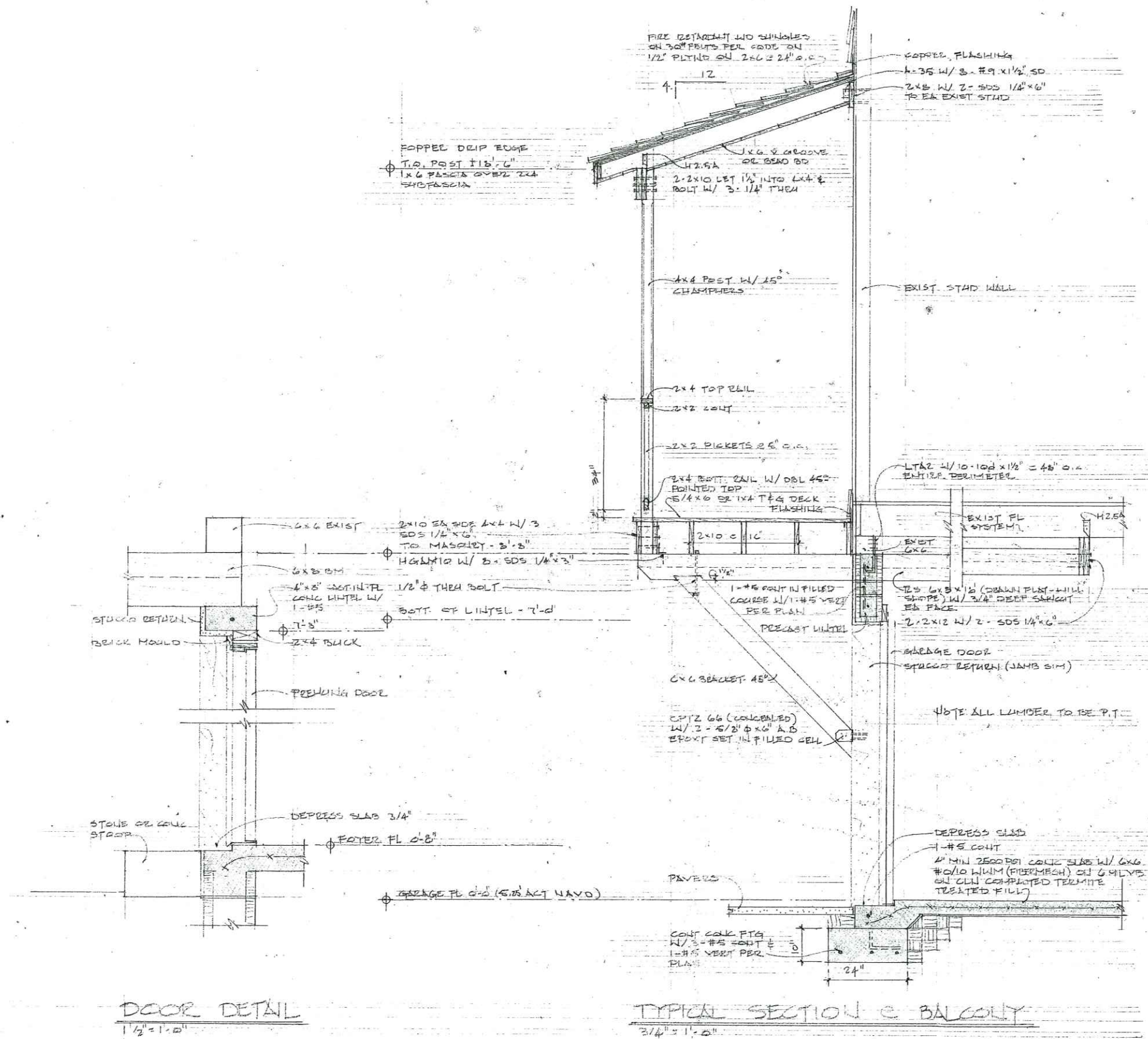
JUL 10 2020

Planning / Building Dept.

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JUL 10 2020

Planning / Building Dept.



REVISIONS

STEVEN M. SCHUYLER
ARCHITECT, P.A.
1301 BELCON DR
SANFORD, FL 32771
PH: (904) 810-9833 FAX: (904) 810-9849
E MAIL: schuyler_arch@bellsouth.net



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ADDITION & RENOVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST AUGUSTINE
FLORIDA

DETAILS

Date 6/12/20
Scale AS NOTED
Drawn SWS
Job 2017-013
Sheet

A-3

CITY OF ST. AUGUSTINE

HISTORIC ARCHITECTURAL REVIEW BOARD APPLICATION


☐ OPINION ☒ CERTIFICATE OF APPROPRIATENESS


\$50.00	Alterations to single family home, site work, and site feature
\$150.00	Construction of new single family home, major alterations, ad valorem tax exemption
\$100.00	Alterations to all other buildings, site work, or features except single family home
\$200.00	New construction except single family home

 Receipt No. 1868968
 Advertising Costs \$ 50 Postage \$ _____ Paid on _____

 BDAC Project No. 2020-0052
 Meeting Date: June 18, 2020
 Receipt No. _____

1. NAME OF APPLICANT PAUL Thompson
 Business (if applicable) _____
 Address P.O. BOX 70
 City ST. Augustine State FL Zip Code 32085
 Daytime telephone 904-540-2904 Other phone/email Paul@thompsonrealty.org
The above contact information will be used for correspondence. Please ensure this information is accurate.
2. NAME OF PROPERTY OWNER PAUL Thompson & MAXIE Thompson
 Business (if applicable) _____
 Address P.O. BOX 70
 City ST. Augustine State FL Zip Code 32085
 Daytime telephone (required) 904-540-2904 Other phone _____
3. PROJECT STREET ADDRESS 67 MARINE Street
4. LEGAL DESCRIPTION: Lot _____ Block _____ Subdivision _____ Parcel _____
5. EXISTING USE Single family PROPOSED USE SAME
6. PROPOSED PROJECT WORK

 A. DEMOLITION (If historic architectural features will be permanently removed a Certificate of Demolition is required and must be heard simultaneous with this application) ☒ YES ☐ NO

 B. REHABILITATION (check repair or replace and provide a description on the line provided)

REPAIR REPLACE

- | | | |
|--------------------------|-------------------------------------|--|
| ☐ | ☐ | Roof _____ |
| ☐ | ☐ | Roof structures (dormers, chimneys, etc.) _____ |
| ☐ | ☐ | Exterior finishes (stucco, masonry, siding) _____ |
| ☐ | ☐ | Porch/Deck/Balcony _____ |
| ☐ | ☐ | Awning/Canopy _____ |
| ☐ | ☐ | Exterior Doors _____ |
| ☐ | ☐ | Windows _____ |
| ☐ | ☐ | Shutters _____ |
| ☐ | ☒ | Foundation (including infill) <u>Lift entire house</u> |
| ☐ | ☐ | Exterior lighting & other appurtenances _____ |
| ☐ | ☐ | Existing fences, walls & gates _____ |
| ☐ | ☐ | Existing parking, walkways & other site features _____ |

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C. NEW CONSTRUCTION (check and specify all work items that apply)

- ☐ New building _____
- ☐ New addition _____
- ☐ New roof structures (dormers, chimneys, etc.) _____
- ☐ New porch/deck/balcony _____
- ☐ New awning/canopy _____
- ☐ New entrances _____
- ☐ New window opening/sashes _____
- ☐ New exterior lighting _____
- ☐ New fence/wall/gate _____
- ☐ New parking/walkways/other site features _____
- ☐ Exterior utility service/mechanical equipment _____

D. PAINT COLORS (check one)

- ☐ Scheme with pre-approved paint colors (exterior colors available upon request)
- ☐ Custom color scheme (provide color samples & building elevations showing color placement)
- ☐ No painting associated with proposed project

7. OVERALL PROJECT DESCRIPTION (attach additional pages if necessary)

Lift home to avoid flooding again from storms.

Opinion of Appropriateness (F2017-0137) dated 11/9/2017
Non-historic walls & brick patio to be permanently removed
in order to get steel beams under house
for lifting

8. AGREEMENT

If the applicant is different than the property owner, the application must be signed by both parties. A letter of authorization signed by the property owner must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of the property owner.

In filling out this application, I understand that it becomes part of the Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

I further understand that if this application is for an Opinion of Appropriateness, I must still obtain a Certificate of Appropriateness before project work can begin. If this application is for a Certificate of Appropriateness and it is approved, I am required to obtain other development approvals, archaeological review, and a building permit as necessary prior to starting project work. Once a hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. Subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling any hearing will also be assessed to the applicant.

PRINT APPLICANT'S NAME

Paul J. Thompson

SIGNATURE OF APPLICANT

Paul J. Thompson

DATE

5/21/2020

PRINT OWNER'S NAME

Maxie R. Thompson

SIGNATURE OF OWNER

Maxie R. Thompson

DATE

5-21-2020

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

MAY 22 2020

COMPLETENESS REVIEW CHECKLIST

A Certificate or Opinion of Appropriateness application and related plans shall be submitted for review and approval by the Historic Architectural Review Board for exterior alterations and new construction associated with any building in designated historic preservation zoning districts (HP-1 through HP-5). In addition, a Certificate of Appropriateness shall be required for any proposed work on buildings immediately adjacent and in view of historic preservation zoning districts HP-1, HP-2, and HP-3. All proposed work items shall be reviewed for consistency and compliance with the 2011 edition of the *Architectural Guidelines for Historic Preservation, City of Saint Augustine, Florida*. Copies of this document are available for a fee upon request and on the website at: http://www.staugustinegovernment.com/your_government/documents/AGHP2.pdf

Relevant information necessary for Certificate or Opinion of Appropriateness review shall include but not be limited to the below items depending on the scope and scale of the project and as referenced in the "Plan Requirements" section in the *Architectural Guidelines for Historic Preservation*. The minimum application requirements for each scope of work are indicated below. Discuss the project with Planning Staff if the project is unique and needs to be addressed in a different manner. Applications must be sufficiently complete at the time of submittal or will be advertised as incomplete and may be delayed. Minor details may be submitted up to 10 days before the meeting to the Planning and Building Department and HARB will determine if additional materials may be presented at the meeting.

INITIAL CONFIRMING YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS

The below is a list of requirements based upon the scope of work. To be completed by planning staff

ROOFS AND ROOFING (sheathing, framing, chimneys, dormers, cupola, parapet, cornice, eave, bracket, drainage system, etc.)

- | OK | Need | N/A | |
|--------------------------|-------------------------------------|-------------------------------------|---|
| ☐ | ☐ | ☒ | Photographs of existing roof and affected features |
| ☐ | ☒ | ☐ | Brochure or sample of proposed roof surface including applicable colors, patterns, material, texture |
| ☐ | ☐ | ☒ | Documentation of justification for changing roof and/or roof feature and the extent of the affected area. Permanent removal of major historic architectural features requires partial demolition application. |
| ☐ | ☐ | ☒ | Scaled drawing of existing and proposed conditions if roof or roof feature will change its shape, scale, size, profile, pattern (not necessary for roof sheathing changes only) |

EXTERIOR FINISHES (wood siding and decorative features, masonry surfaces and features, stucco)

- | OK | Need | N/A | |
|--------------------------|-------------------------------------|-------------------------------------|---|
| ☐ | ☐ | ☒ | Photographs of existing surface or feature including close-up and full building perspective |
| ☐ | ☒ | ☐ | Brochure or sample of proposed finish including applicable colors, patterns, material, texture, dimensions of reveals, mortar width/color as applicable |
| ☐ | ☐ | ☒ | Documentation of justification for changing the siding, finish, or feature and the extent of the affected area |
| ☐ | ☐ | ☒ | Scaled drawing of existing and proposed conditions if full replacement material is proposed which will change the appearance of the building through its shape, scale, size, profile, pattern, and/or texture |

PORCHES, DECKS, BALCONIES (including loggias/colonnades, porch enclosures, associated decorative features)

- | OK | Need | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| ☐ | ☐ | ☒ | Photographs of existing porch/deck/balcony or location of proposed porch/deck/balcony |
| ☒ | ☐ | ☐ | Scaled site plan showing the building and existing or proposed porch/deck/balcony and property lines if applicable |
| ☒ | ☐ | ☐ | Scaled elevation(s) showing the building and existing or proposed porch/deck/balcony |
| ☐ | ☒ | ☐ | Scaled detail of existing or proposed porch/deck/balcony showing material, construction detail, finish details |
| ☐ | ☐ | ☒ | Documentation of justification for changing the existing porch/deck/balcony and the extent of the affected area. Permanent removal of major historic architectural features requires partial demolition application. |

AWNING/CANOPY

- | OK | Need | N/A | |
|--------------------------|--------------------------|-------------------------------------|--|
| ☐ | ☐ | ☒ | Photographs of existing awning/canopy or location of proposed awning/canopy |
| ☐ | ☐ | ☒ | Scaled site plan showing the building and existing or proposed awning/canopy location and property lines if applicable |
| ☐ | ☐ | ☒ | Scaled elevation(s) showing the building façade and existing or proposed awning/canopy. A 'typical' elevation can be used if all awning/canopies are exactly the same and have the same impact to the façade |
| ☐ | ☐ | ☒ | Scaled detail of existing or proposed awning/canopy showing shape, placement, color, and construction details to include supporting structure, framing, hardware, and anchors/attachment details |
| ☐ | ☐ | ☒ | Documentation of justification for changing the existing awning/canopy and the extent of the affected area |

EXTERIOR DOORS (door openings, doors, screen doors, trim and details such as transoms, sidelights, hoods, hardware)

- | OK | Need | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| ☐ | ☐ | ☒ | Photographs of existing door(s) or location of proposed new door opening(s) |
| ☒ | ☐ | ☐ | Scaled elevation(s) showing the building façade and existing or proposed door (not necessary for just replacement door in existing door opening) |
| ☐ | ☒ | ☐ | For new openings, a scaled wall section |
| ☐ | ☒ | ☐ | Brochure, sample, or scaled drawing of proposed door(s) including material, all dimensions, finish, glazing, and hardware |
| ☐ | ☐ | ☒ | Documentation of justification for changing the existing door(s) and the extent of the affected area. |

CONTINUED

The below is a list of requirements based upon the scope of work. (To be completed by planning staff)

WINDOWS (windows, shutters, and other associated features)

- | OK | Need | N/A | |
|--------------------------|-------------------------------------|-------------------------------------|--|
| ☐ | ☒ | ☐ | Photographs of affected window(s) or location(s) of proposed new window opening(s) |
| ☐ | ☒ | ☐ | For new openings, a scaled wall section with proposed window |
| ☐ | ☒ | ☐ | Brochure or sample showing the material, window type, all dimensions and profiles, finish, glazing, and hardware |
| ☐ | ☐ | ☒ | Scaled elevation of existing and proposed window; a "typical" elevation can be used if multiple windows are affected as long as the existing and proposed conditions are identical at each location |
| ☐ | ☐ | ☒ | For replacing historic windows: a window evaluation including locations, condition of paint, condition of frame and sill, condition of sash (rails, stiles, muntins), glazing problems, hardware type and condition, overall condition assessment by qualified professional. |

FOUNDATION (replacement, infill, alteration including elevation)

- | OK | Need | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | ☐ | Photographs of affected foundation in detail and in context of whole building and adjacent buildings |
| ☐ | ☒ | ☐ | Scaled site plan showing building footprint and extent of existing and proposed foundation wall/piers/slab or infill |
| ☐ | ☒ | ☐ | Material sample, scaled detail drawing, and/or brochure showing the proposed material(s), colors, finish, pattern, and construction details |
| ☐ | ☐ | ☒ | Documentation of justification for changing the existing foundation and the extent of the affected area. Permanent removal of major historic architectural features requires partial demolition application. |

Need new elevation 'X' feet above BFE

EXTERIOR ELECTRICAL/MECHANICAL (light fixtures, vents, utilities, pool systems, vending)

- | OK | Need | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| ☐ | ☐ | ☐ | Photographs of existing details and context of affected site area within view of the proposed project |
| ☐ | ☐ | ☐ | Brochure, sample, or scaled drawing showing the materials, light intensity and source, hardware, colors/finish |
| ☐ | ☐ | ☐ | For new equipment, scaled drawing showing proposed project with context site and/or building |

FENCES/WALLS/GATES

- | OK | Need | N/A | |
|-------------------------------------|--------------------------|-------------------------------------|--|
| ☒ | ☐ | ☐ | Photographs of existing site area within view of proposed fence/wall/gate and detail photo of any existing fence/wall/gate |
| ☒ | ☐ | ☐ | Scaled site plan showing the property line, building footprints, sidewalks, driveways and other major site features and proposed fence/wall (smaller projects may not require a scaled site plan like short extensions of existing fences/walls) |
| ☐ | ☐ | ☒ | Drawing of proposed fence/wall/gate showing material, finish, height, spacing distance, shapes, patterns, hardware, construction section |

PARKING, LANDSCAPE OR OTHER SITE FEATURE (plant materials, sidewalk, driveway, fountain, pool, ramp, trellis, well)

- | OK | Need | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|---|
| ☒ | ☐ | ☐ | Photographs of existing site area within view of proposed feature and detail photo of any existing affected features |
| ☒ | ☐ | ☐ | Scaled site plan showing the property line, building footprints, sidewalks, driveways and other major site features and proposed feature (smaller projects may not require a scaled site plan if limited to a small area) |
| ☐ | ☒ | ☐ | Details of proposed features including material, finish, height, spacing, shapes, patterns, hardware, construction details such as a section drawing |
| ☐ | ☐ | ☐ | Plant material list with identification, quantity, size at planting and maturity, spacing <i>if applicable</i> |

NEW CONSTRUCTION (accessory structure/outbuilding, garage, and other new buildings)

- | OK | Need | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| ☐ | ☐ | ☐ | Photographs of existing site area within view of proposed construction with context area |
| ☐ | ☐ | ☐ | Scaled site plan showing the property line and existing site features like buildings, sidewalks, driveways |
| ☐ | ☐ | ☐ | Scaled site plan showing the property line and proposed construction |
| ☐ | ☐ | ☐ | Scaled landscape plan |
| ☐ | ☐ | ☐ | Scaled elevation drawings showing existing building(s) and major site features |
| ☐ | ☐ | ☐ | Scaled elevation drawings showing proposed building(s) and major site features |
| ☐ | ☐ | ☐ | Wall sections |
| ☐ | ☐ | ☐ | Refer to required details above for related roof, finishes, porches, doors, windows, foundation, electrical/mechanical |
| ☐ | ☐ | ☐ | Scaled elevation drawing (line drawing with minimal detail) showing the existing and proposed streetscape |
| ☐ | ☐ | ☐ | Scaled footprint diagram showing proposed building footprint(s) and surrounding existing building footprints |
| ☐ | ☐ | ☐ | Written summary describing existing and proposed conditions and project's consistency with zoning code |

Need M. Thompson signature on both maps

❖ Other details necessary for review:

Need more details + specifications for "Certificate" level application, 2017 drawings need to be augmented by sections, paving details, material/profile details etc.

Project number: 2020-0052 Project Address: 67 Marine St COA

Reviewed by: Jenny Wolfe

Date: 5/27/20

Also waiver for virtual meeting (attached)

ACKNOWLEDGEMENT AND WAIVER OF RIGHTS

I, the undersigned Applicant or Agent, and Property Owner, hereby acknowledge and agree that:

- Applicant and/or Property Owner has the option of deferring their case to be heard at a future date under established non-emergency hearing procedures.
- Applicant and/or Property Owner knowingly and willingly chooses to proceed to hearing under the Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures.
- CMT procedures are held only during a declared State of Emergency by the Governor. Such procedures may or may not comply with Florida Statutes or Case Law governing Quasi-Judicial, Legislative or Administrative Hearings.
- Applicant and/or Property Owner knowingly waives the right of cross-examination of witness or commenters choosing to participate in the hearing utilizing CMT.
- Decisions and Orders of any board or commission may be subject to challenge by private parties, government agencies, and affected or aggrieved persons. Further, such Orders or Decisions are subject to be overturned by a court of competent jurisdiction. Applicant and/or Property Owner agree to indemnify and hold harmless the City of St. Augustine, its boards and commission, staff, and appointed and elected officials, for any claims arising out of Applicant and/or Property Owner's decision to proceed to hearing utilizing CMT procedures. Applicant and/or Property Owner agree to pay all attorneys fees and costs incurred by the City in defending Decisions or Orders utilizing CMT procedures related to their hearing.
- Applicant and/or Property Owner fully understand the risks and costs of litigation and have independently assessed these risks and costs and choose to proceed with hearing of the application utilizing CMT procedures.

Applicant and/or Property Owner further acknowledges that he/she has had an opportunity to consult with and be represented by counsel of their choosing and is advised to do so. Applicant and/or Property Owner is fully aware of procedures and rights waived above. Applicant and/or Property Owner freely, without duress or coercion, and based on Applicant and/or Property Owners own judgment wish to proceed with hearing of their application utilizing CMT hearing procedures.

[Signatures Appear on Following Page]

PROPERTY OWNER

MAXIE R. Thompson
(Print Name)
Paul J. Thompson

Maxie R. Thompson
(Signature)
Paul J. Thompson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 29th day of May, 2020.



Kelly Prior Sincauge
Notary Public, State of Florida

APPLICANT OR APPLICANT'S AGENT

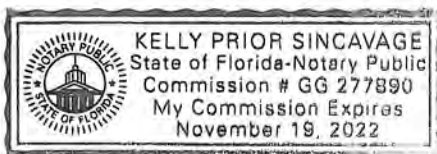
Paul J. Thompson
(Print Name)

Paul J. Thompson
(Signature)

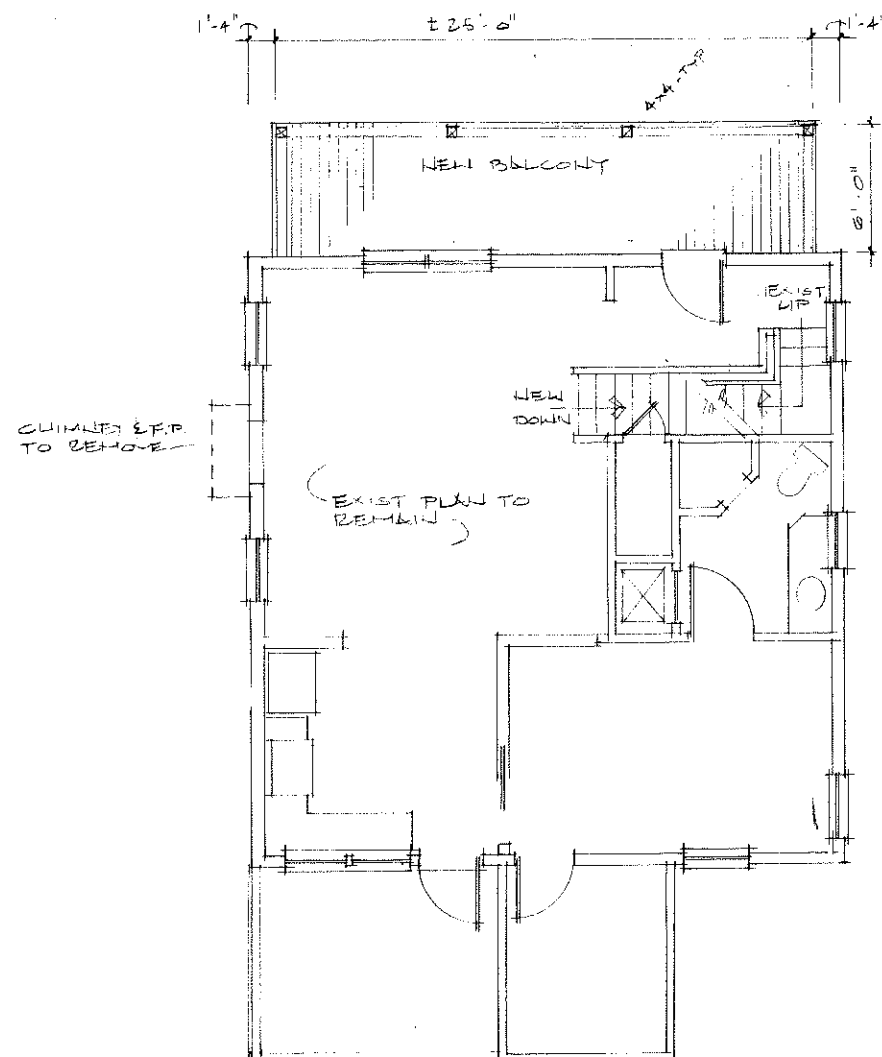
STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

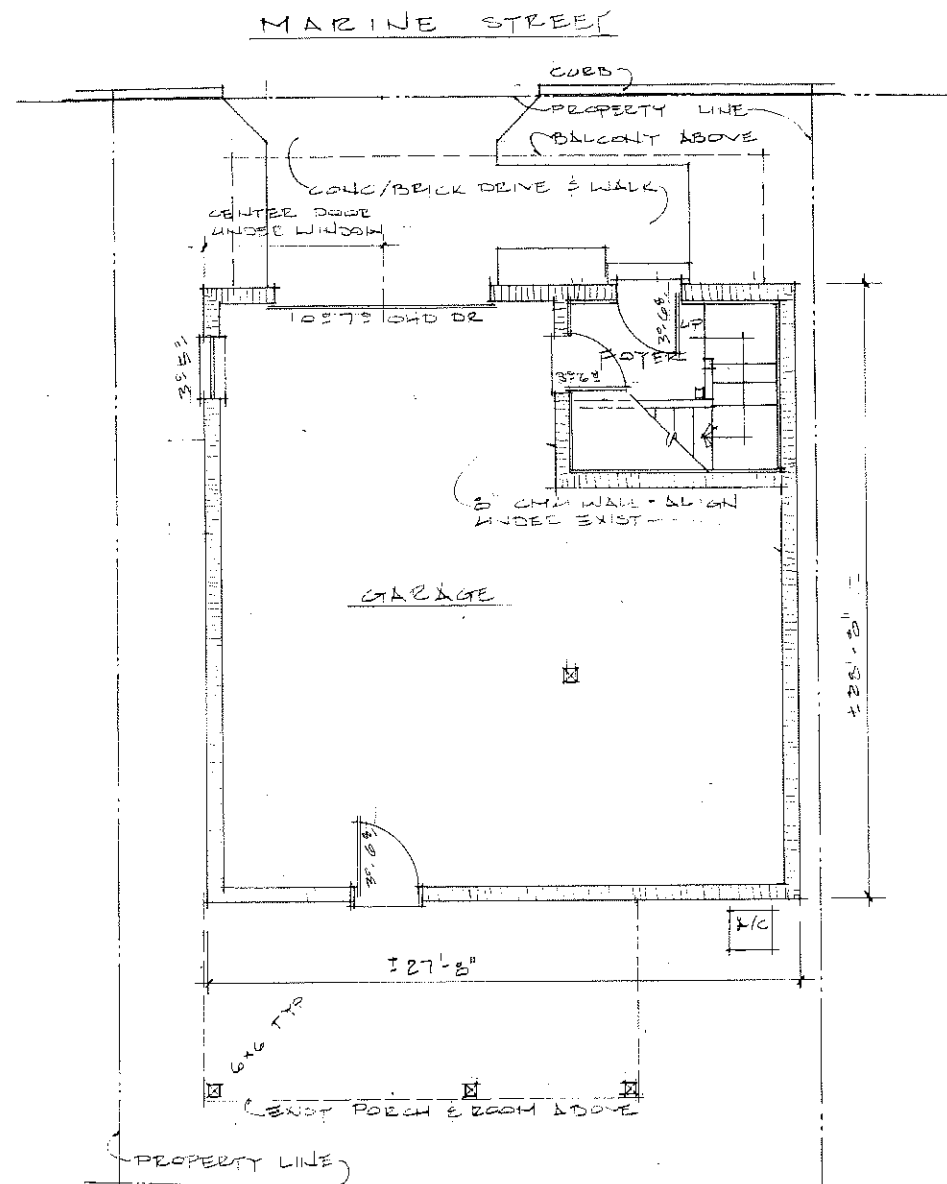
Witness my hand and official seal, this 29th day of May, 2020.



Kelly Prior Sincauge
Notary Public, State of Florida



SECOND FLOOR PLAN
1/4" = 1'-0"

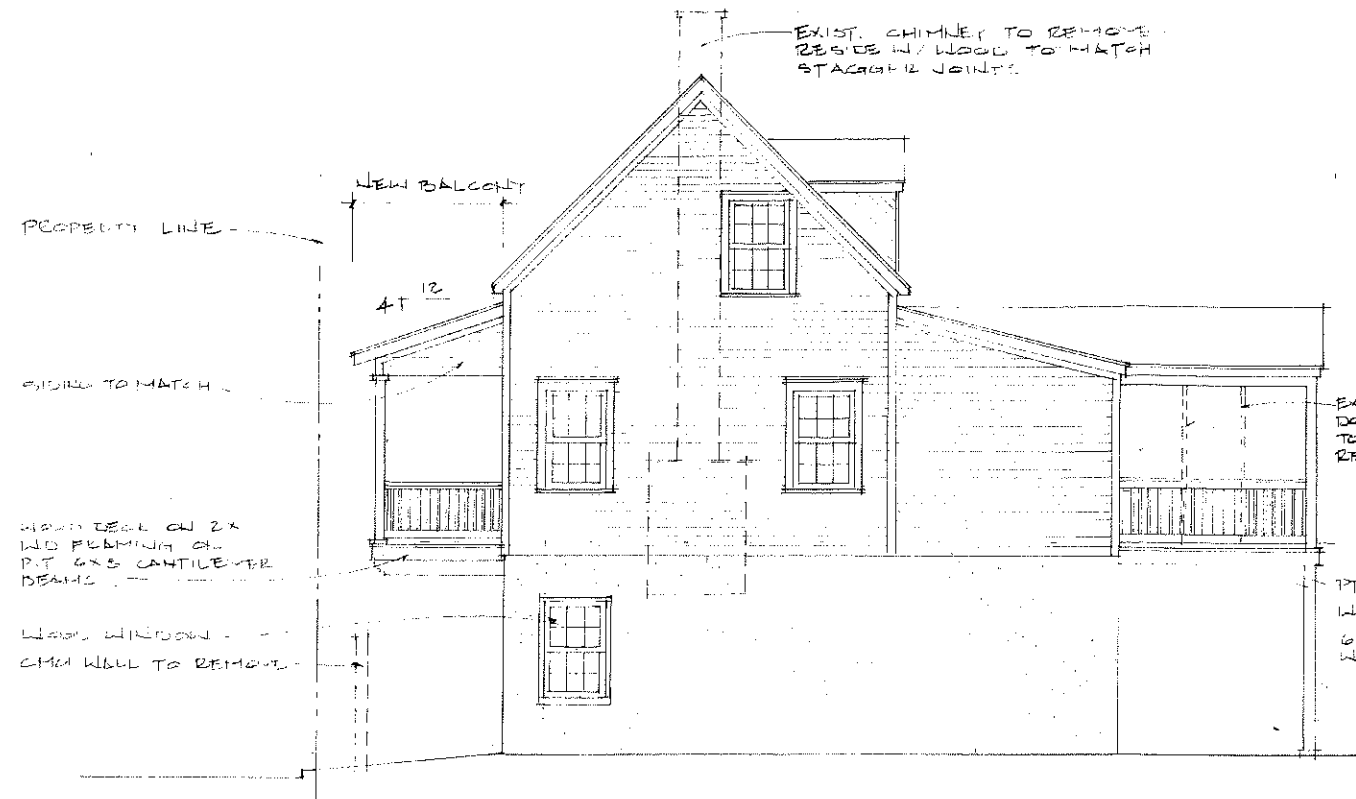


FIRST FLOOR PLAN
1/4" = 1'-0"

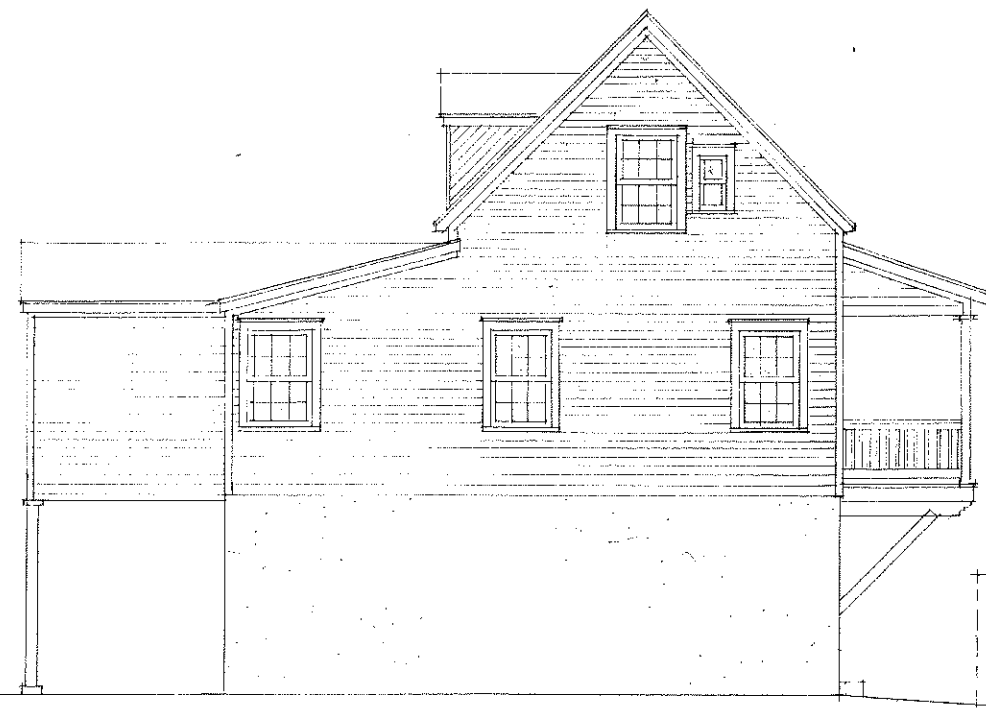
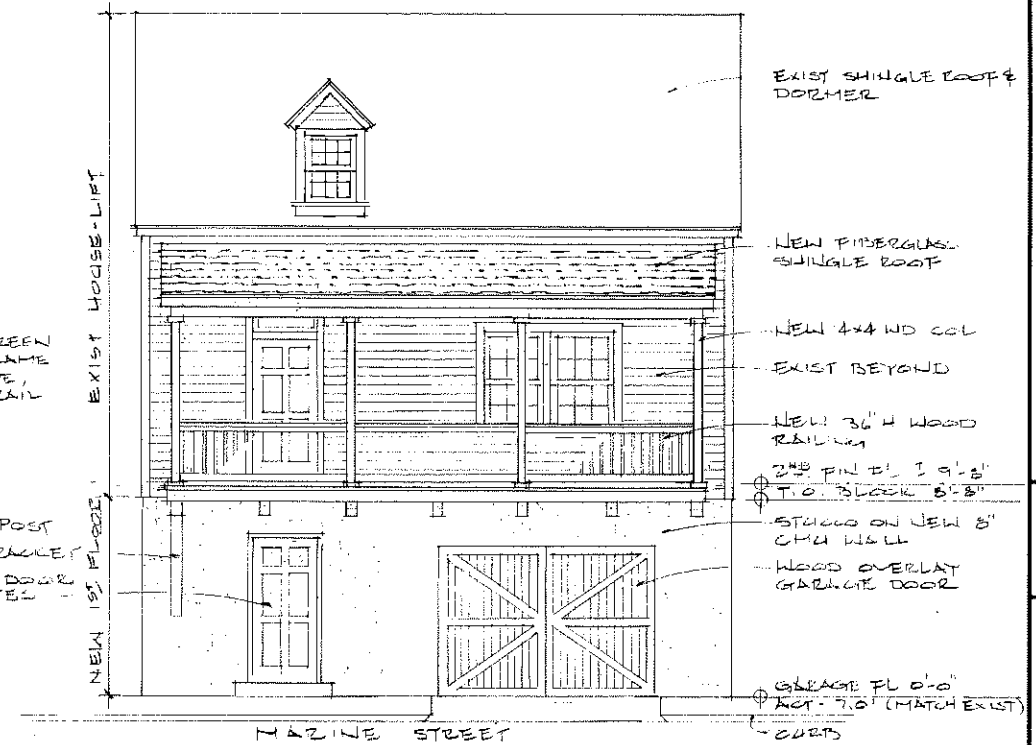
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REVISIONS 	
STEVEN M. SCHUYLER ARCHITECT, P.A. 7 INLET PLACE ST. AUGUSTINE, FLORIDA 32080 PH: (904) 810-9833 FAX: (904) 810-9849 E MAIL: schuyler_arch@bellsouth.net FL AR-005559 ALA 0055455	
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<u>ADDITION & RENOVATION</u> <u>TO 67 MARINE STREET</u> <u>FOR PALL THOMPSON</u> <u>ST. AUGUSTINE, FLORIDA</u>	
<u>FLOOR PLANS</u>	
Date	12/28/17
Scale	1/4" = 1'-0"
Drawn	SKS
Job	2017-013
Sheet	
A-1	
Sheet	of

MARINE



SOUTH ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"

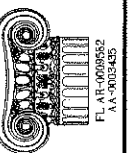
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MAY 22 2020

Planning / Building Dept.

REVISIONS

STEVEN M. SCHUYLER
ARCHITECT, P.A.
7 INLET PLACE
ST. AUGUSTINE, FLORIDA 32080
PH: (904) 810-9833 FAX: (904) 810-9849
E MAIL: schuyler_arch@bellsouth.net
FL ARCH 000552
AX 900545



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ADDITIONAL ELEVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST. AUGUSTINE, FLORIDA

ELEVATIONS

Date 10/26/17

Scale 1/4" = 1'-0"

Drawn LMB

Job 2017-013

Sheet

A-2

Sheet



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Now historic wall to be
removed for lifting house



RECEIVED

MAY 22 2020

Planning / Building Dept.

NON historic wall
to be removed for
lifting house

From: [Jennifer Wolfe](#)
To: [Julie Courtney](#)
Subject: FW: 67 Marine st
Date: Monday, June 08, 2020 4:14:23 PM

From: Paul Thompson <paul@thompsonrealty.org>
Sent: Monday, June 8, 2020 4:05 PM
To: Jennifer Wolfe <jwolfe@citystaug.com>
Subject: 67 Marine st

Hi Jenny

My architect, Steve Schuyler, moved to Orlando but he did have a chance to come up last Friday to look at the house again and your questions and comments. They will be ready for the meeting, but not 10 days prior.

I have attached some photos which represent the type of finishes I anticipate for the house:

- 1.The carriage lights
2. The stucco on the first story addition
3. Balcony design and garage door

Thank you,

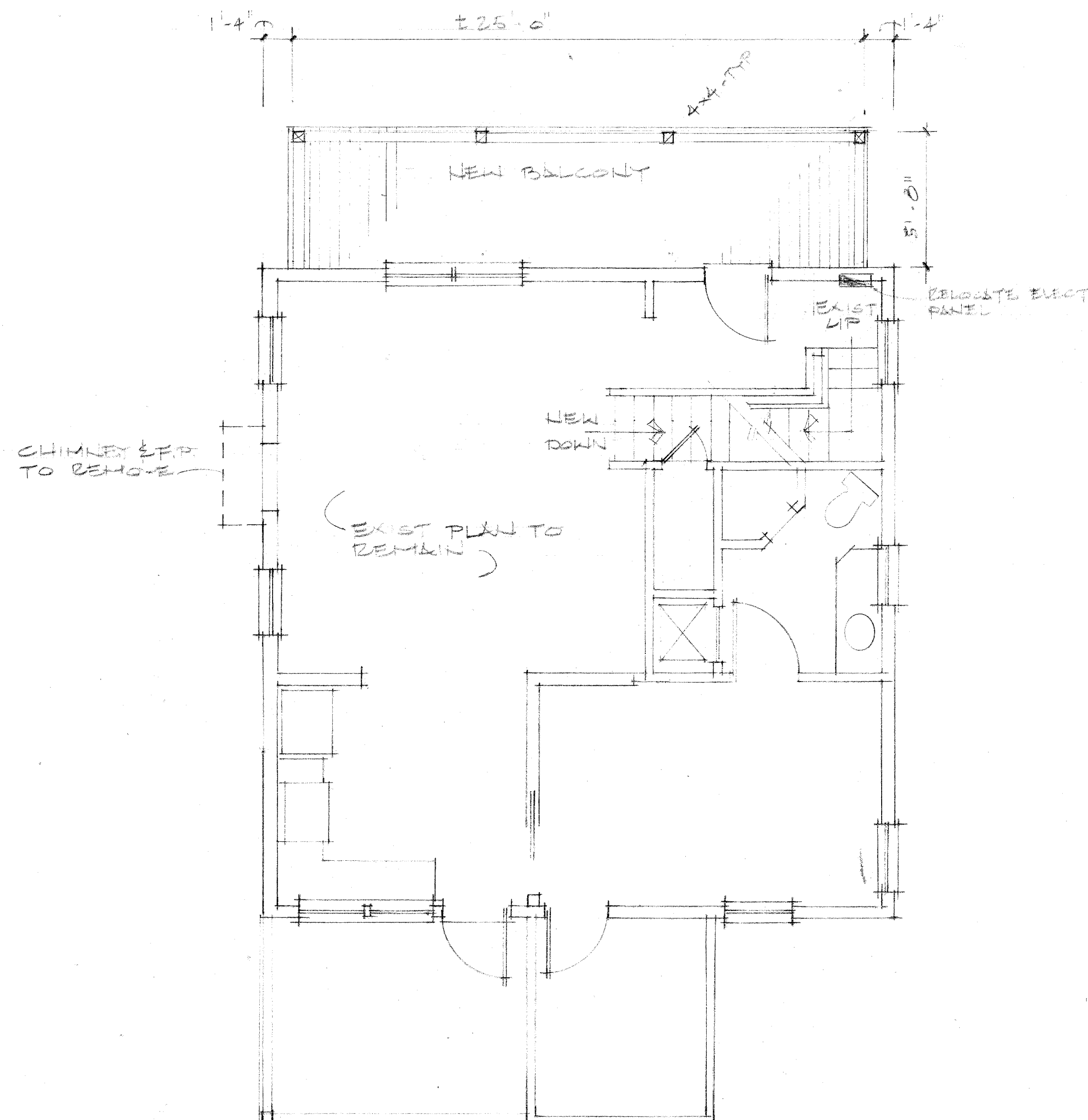
Paul



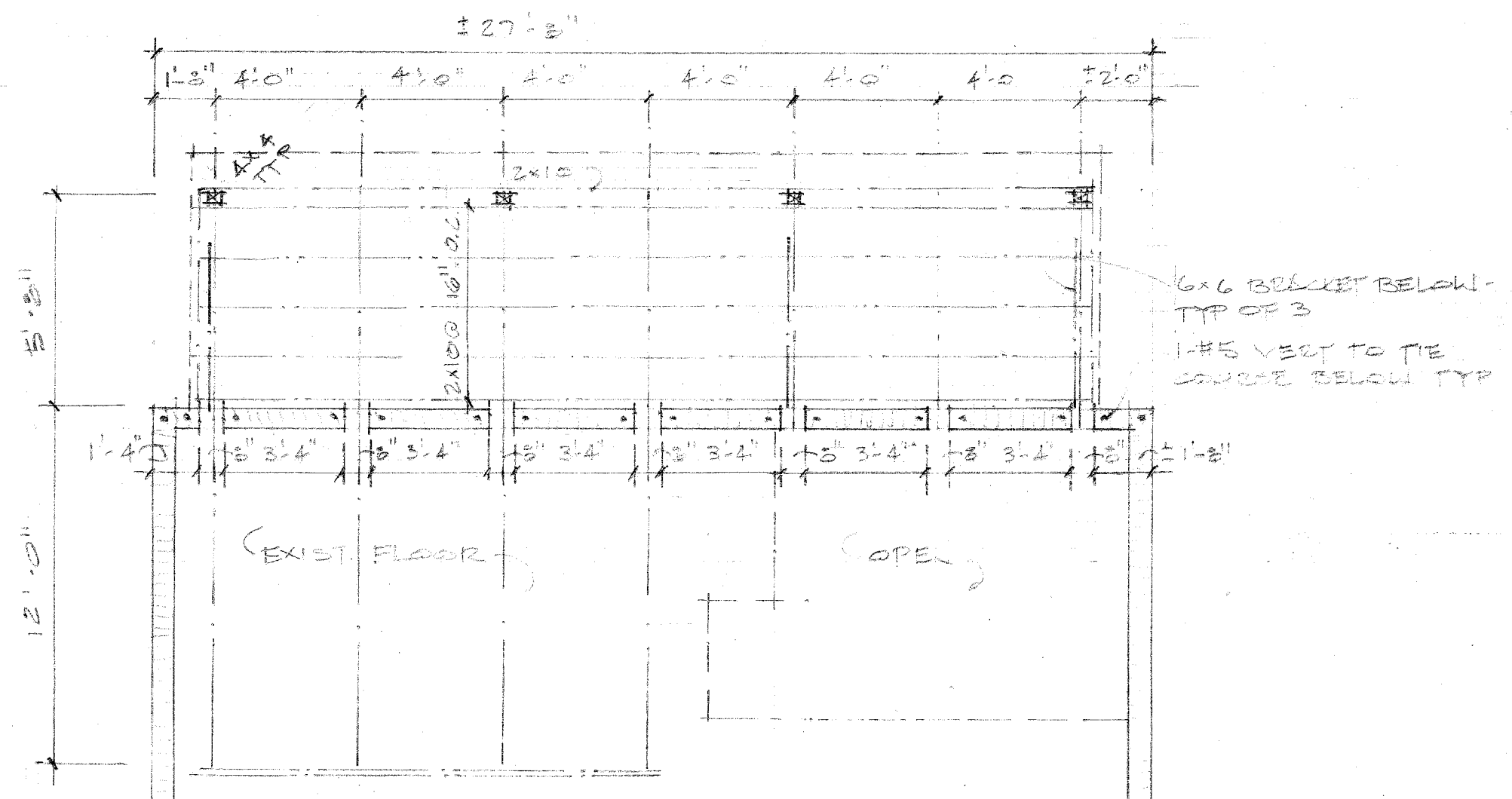




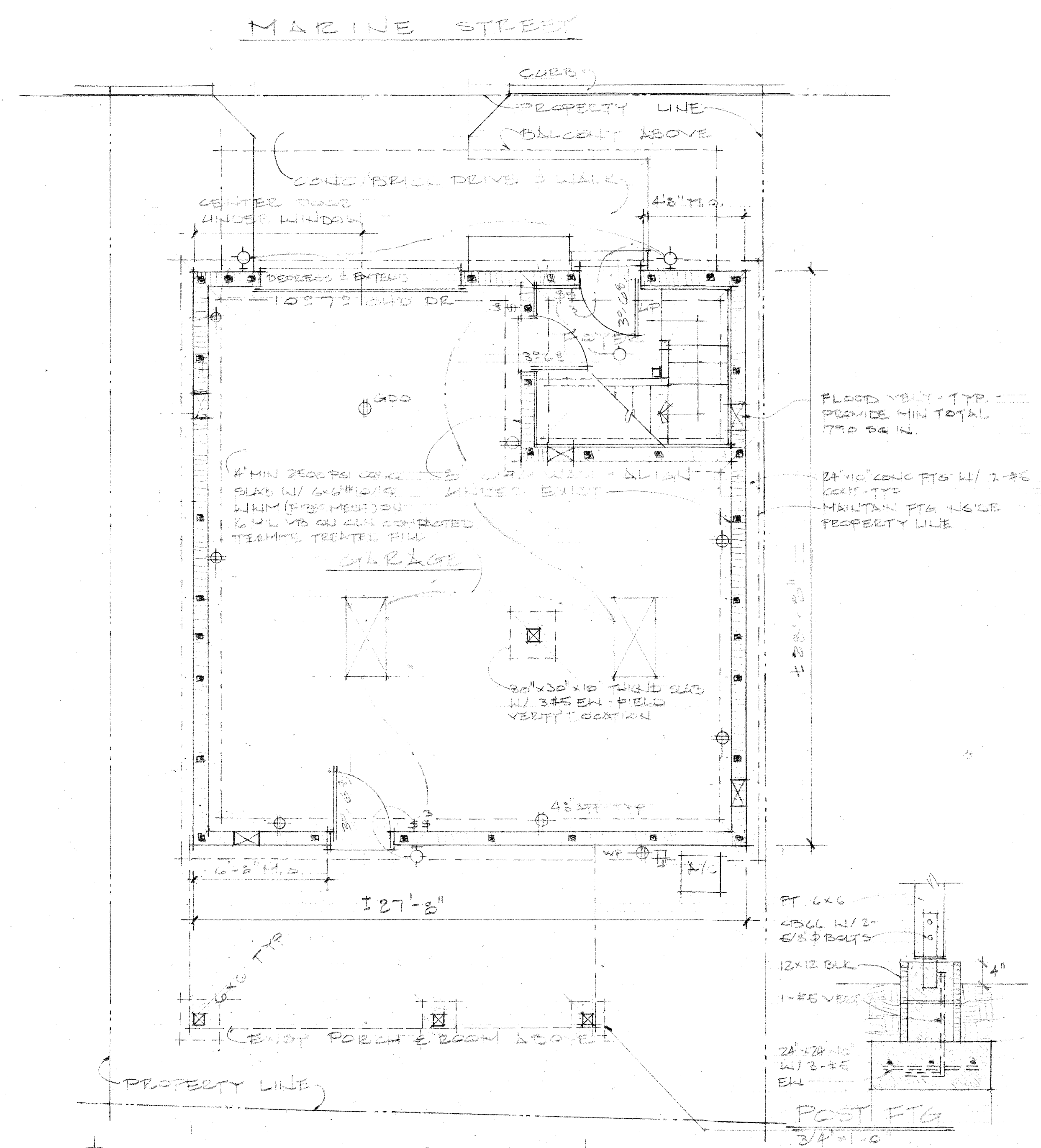
Sent from my iPhone



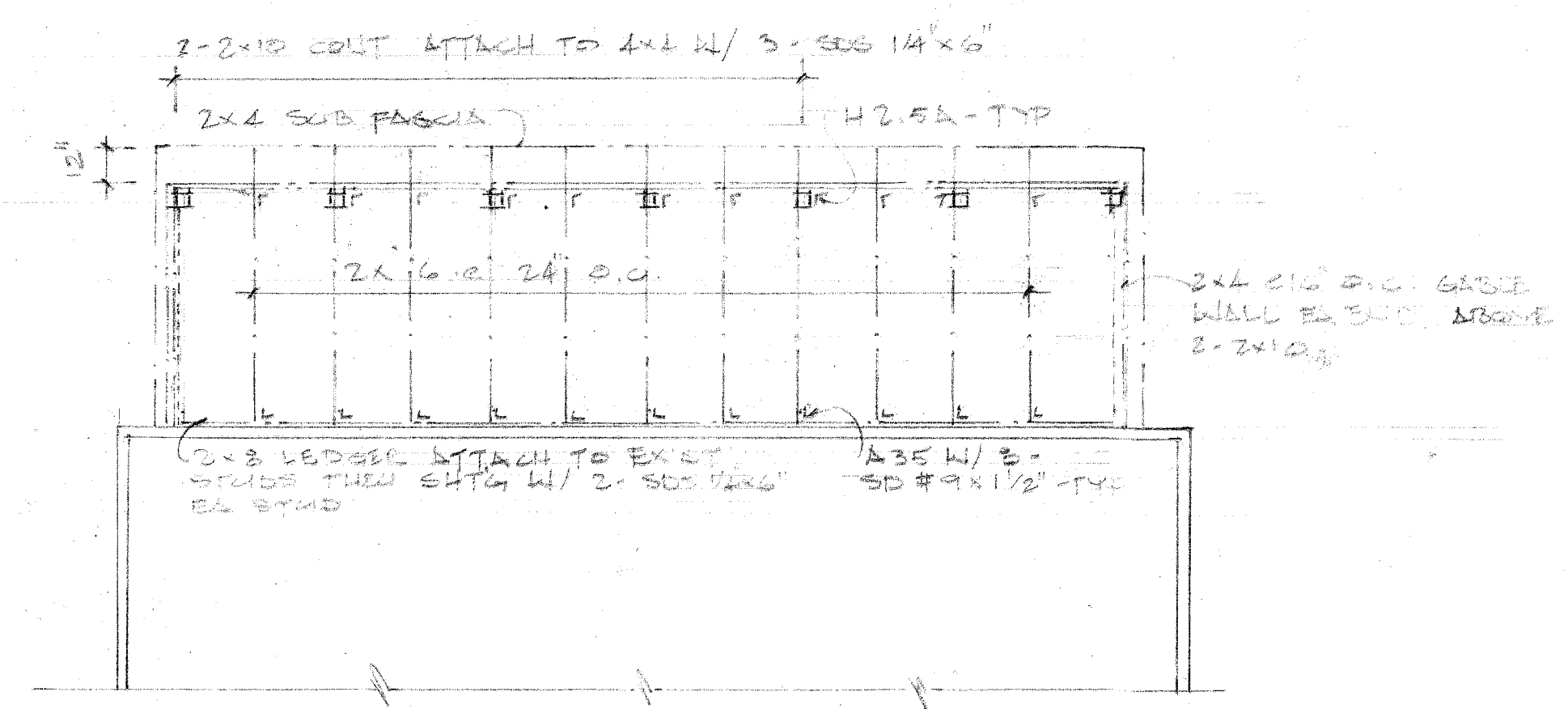
SECOND FLOOR PLAN
1/4" = 1'-0"



BALCONY FLOOR FRAMING PLAN
1/4" = 1'-0"



FIRST FLOOR PLAN
1/4" = 1'-0"



BALCONY ROOF FRAMING PLAN
1/4" = 1'-0"

REVISIONS

STEVEN M. SCHUYLER
ARCHITECT, PA.
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SARASOTA, FL 34231
PH: (941) 810-9833 FAX: (941) 810-9849
E-MAIL: schuyler_arch@bellsouth.net
FLAR-0009582
AA-000435

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ADDITION & RENOVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST. AUGUSTINE, FLORIDA

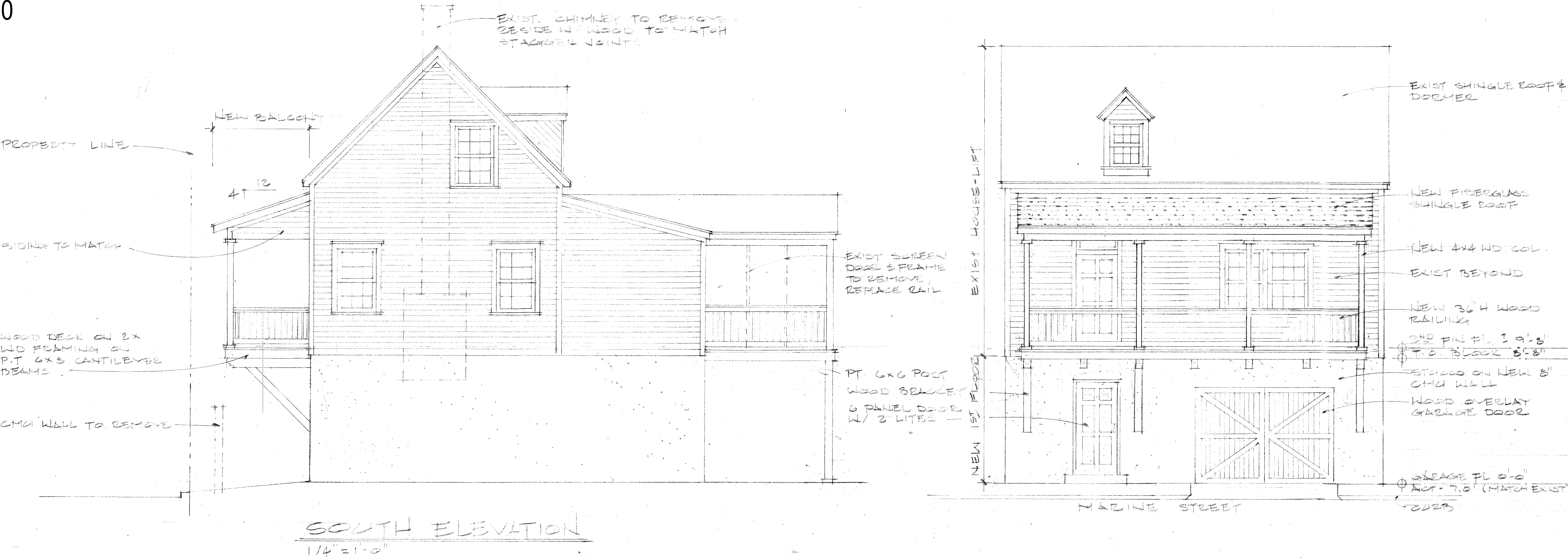
FLOOR PLANS

Date 10/28/17
Scale 1/4" = 1'-0"
Drawn GNS
Job 2017-013
Sheet

A-1

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REVISIONS

STEVEN M. SCHUYLER
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FL AR-000552
AA-000345

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ADDITION & RENOVATION
TO 67 MARINE STREET
FOR PAUL THOMPSON
ST. AUGUSTINE, FLORIDA

ELEVATIONS

Date 10/26/17
Scale 1/4" = 1'-0"
Drawn S.M.S.
Job 2017-013
Sheet

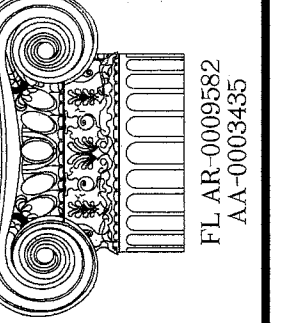
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REVISIONS

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TO 67 MARINE STREET
POO PAUL THOMPSON
ST AUGUSTINE FLORIDA

1. *What is the main purpose of the study?*

6/12/20

10.85 NOTED

wn 5X5

2017-013

et

A-3

Year	18-29	30-49	50-69	70+
2004	78	72	68	62
2006	82	75	70	65
2008	85	78	72	68

et al.

31 31

Page 313

Public Records of St. Johns County, FL Clerk # 2013055111, O.R. 3777 PG 479,
08/16/2013 at 08:45 AM REC. \$5.00 SUR. \$5.00 Doc. D \$1260.00

Prepared by:
Jessica L. Peel
Olde Towne Title & Guaranty Agency, LLC
93 Orange Street, Suite B
St. Augustine, Florida 32084

File Number: 13-4348

General Warranty Deed

Made this August 14, 2013 A.D. By **Miguel Parets and Patricia Lowe-Parets, husband and wife**, whose address is: 414 Olive St., Palatka, FL 32177, hereinafter called the grantor, to **Paul J. Thompson and Maxie R. Thompson, as joint tenants with rights of survivorship**, whose post office address is: 168 Avenida Menedez, St. Augustine, Florida 32084, 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 the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

Lot 11, Block 22, according to the official maps of the City of St. Augustine, dated January 1, 1905, and June 12, 1923, on file in the office of the Clerk of Circuit Court of St. Johns County, Florida.

Parcel ID Number:

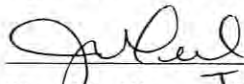
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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 accruing subsequent to December 31, 2012.

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

Signed, sealed and delivered in our presence:


Witness Printed Name Jessica Peel

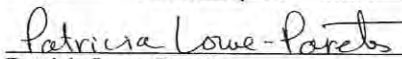

Witness Printed Name Robert McGee

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 14th day of August, 2013, by Miguel Parets and Patricia Lowe-Parets, husband and wife, who is/are personally known to me or who has produced drivers licenses as identification.

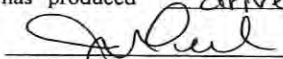

Miguel Parets (Seal)

Address: 414 olive St.
Palatka, FL 32177


Patricia Lowe-Parets (Seal)

Address:




Notary Public
Print Name: Jessica Peel
My Commission Expires: _____

DEED Individual Warranty Deed - Legal on Face
Closers' Choice



St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2019 TRIM Notice

[2019 TRIM Notice](#)

2018 TRIM Notice

[2018 TRIM Notice](#)

Summary

Parcel ID 1985300000
 Location Address 67 MARINE ST
 SAINT AUGUSTINE 32084-0000
 Neighborhood City/Bayfront (ICW) (SF) (612.42)
 Tax Description* CITY OF ST AUG LOT 11 BLK 22 OR3777/479
 *The Description above is not to be used on legal documents.
 Property Use Code Single Family (0100)
 Subdivision City of St Augustine
 Sec/Twp/Rng 17-7-30
 District City of St Augustine (District 452)
 Millage Rate 20.0503
 Acreage 0.040
 Homestead Y

Owner Information

Owner Name Thompson Paul J Et AL 100%
 Thompson Maxie R 100%
 Mailing Address PO BOX 70
 SAINT AUGUSTINE, FL 32085-0070

Map



Valuation Information

Building Value	2020
Extra Features Value	\$99,593
Total Land Value	\$1,546
Agricultural (Assessed) Value	\$162,690
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$263,829
Assessed Value	\$24,434
Total Exemptions	\$239,395
Taxable Value	\$100,000
	\$139,395

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
2019	\$91,660	\$1,546	\$162,690	\$0	\$0	\$255,896	\$234,013	\$121,883	\$134,013
2018	\$92,778	\$1,546	\$162,690	\$0	\$0	\$257,014	\$229,650	\$127,364	\$129,650
2017	\$46,948	\$1,546	\$162,690	\$0	\$0	\$211,184	\$184,018	\$127,166	\$84,018
2016	\$95,013	\$1,546	\$162,690	\$0	\$0	\$259,249	\$220,670	\$138,579	\$120,670
2015	\$43,254	\$1,546	\$136,372	\$0	\$0	\$181,172	\$181,172	\$100,000	\$81,172
2014	\$40,710	\$1,546	\$123,932	\$0	\$0	\$166,188	\$166,188	\$0	\$166,188
2013	\$69,206	\$1,546	\$123,932	\$0	\$0	\$194,684	\$194,684	\$0	\$194,684
2012	\$70,224	\$1,546	\$123,932	\$0	\$0	\$195,702	\$125,835	\$119,867	\$75,835
2011	\$72,259	\$1,546	\$137,808	\$0	\$0	\$211,613	\$122,170	\$139,443	\$72,170
2010	\$73,277	\$1,546	\$153,120	\$0	\$0	\$227,943	\$120,365	\$157,578	\$70,365

Exemption Information

Exemption Type	Amount
Homestead	\$25,000
Homestead Band	\$25,000
Senior Exemption	\$50,000

Building Information

Building	1	Roof Structure	Gable Hip
Actual Area	1088	Roof Cover	Wood Shingle
Conditioned Area	1071	Interior Flooring	Hardwood
Actual Year Built	1880	Interior Wall	Drywall
Use	Single Family Residence	Heating Type	Air Duct
Style	01	Heating Fuel	
Class	N	Air Conditioning	Central
Exterior Wall	Wood	Baths	
Category	Type	Pct	
Exterior Wall	Wood	100%	
Roofing Structure	Gable Hip	100%	
Roofing Cover	Wood Shingle	100%	
Interior Walls	Drywall	100%	
Interior Flooring	Hardwood	100%	
Heating Type	Air Duct	100%	
Air Conditioning	Central	100%	
Frame	Wood Frame	100%	
Plumbing	8 Fixtures	100%	
Electrical	Average	100%	
Foundation	Piers and Posts	100%	
Floor System	Wood Frame	100%	
Description	Conditioned Area	Actual Area	
1.5 STORY	729	486	
BASE AREA	270	270	
FINISHED OPEN PORCH	0	99	
FRAME ADDITION	72	72	
PATIO	0	161	
Total SqFt	1071	1088	

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Masonry Wall	0	0	0	0	259

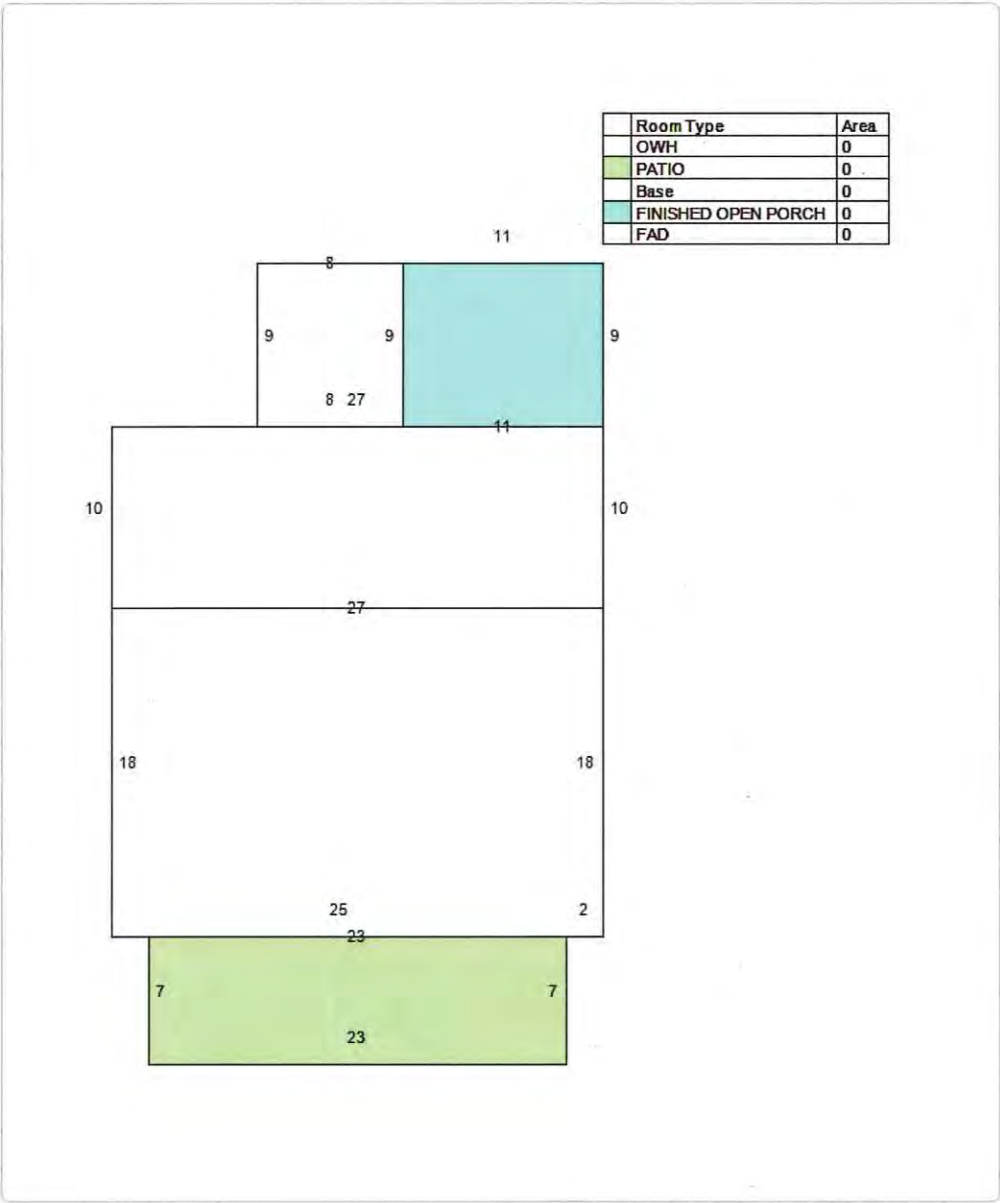
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	33	58	1914	SF	\$162,690

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/16/2013	8/14/2013	\$180,000.00	WD	3777	479	Q	I	PARETS MIGUEL	THOMPSON PAUL J ET AL
	7/7/1995	\$100.00	CD	1117	1581	U	I	MAKI JACK J & MAVIS	PARETS MIGUEL
	6/9/1995	\$125,000.00	WD	1113	708	Q	I	MAKI JACK J, MAVIS	PARETS MICHAEL
	5/12/1992	\$105,000.00	WD	942	1530	Q	I	MARQUIS ARTHUR E	MAKI JACK J, MAVIS
	12/1/1987	\$0.00		767	396	U	I		MARQUIS ARTHUR E
	12/1/1987	\$53,000.00		767	396	Q	I		
	10/1/1981	\$30,000.00		513	206	U	I		
	5/1/1981	\$0.00		492	444	U	I		

Sketch Information



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Version 2.3.61





CITY OF
ST. AUGUSTINE
EST. 1565

**CITY OF ST. AUGUSTINE HISTORIC ARCHITECTURAL REVIEW BOARD
STAFF REPORT AND RECOMMENDATION**
Prepared for July 16, 2020 Meeting



Application F2020-0053 Address: 67 Marine Street

Applicant: Paul J. Thompson

Property Owner: Paul Thompson and Maxie Thompson

Project description: To partially demolish a structure built ca. 1840 and contributing to the St. Augustine Historic District limited to the chimney.

(Continued from June 18, 2020 meeting)

Architectural Style:	Frame Vernacular	Florida Master Site File:	SJ01276
National Register:	St. Augustine Town Plan Historic District	Construction date:	ca. 1840
Archaeology Zone:	IB	Zoning District:	HP-1
Parcel number:	1985300000		
Agenda Item:	6(b)	Previous Action(s):	OOA 2017-0137; COA 2020-0052 (also on June 18, 2020 agenda)

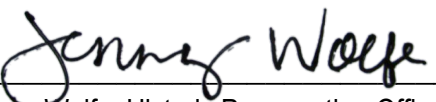
STAFF SUMMARY AND ANALYSIS:

- Located on the east side of Marine Street, the Territorial Period frame vernacular residential building is located in the Historic Preservation One (HP-1) Zoning District and the St. Augustine Town Plan National Register District. Earlier Sanborn maps, prior to the 1930 map revised in 1957, show the house labeled with different street numbers that were used over time instead of its current 67 Marine Street address.
- An Opinion of Appropriateness was approved at the November 9, 2017 meeting with the condition of further details being needed including for the chimney replacement or retention.
- The applicant stated that the chimney proposed for removal is necessary to raise the house, with the work proposed detailed under COA 2020-0052, the Certificate of Appropriateness application also on the July 16, 2020 HARB meeting agenda.
- Updated drawings submitted with the COA application indicate a replacement chimney is proposed and will match existing size and profile. Applicant is encouraged to reuse any coquina stone where possible.
- The project is within archeological zone IB. All site work and any ground disturbing activities needs to be coordinated with the City Archaeologist.

STAFF RECOMMENDATION:

Based on a review of the AGHP and without the support of evidence to the contrary, staff finds that the board can **APPROVE a Certificate of Demolition (partial) at 67 Marine Street** limited to the chimney with the following finding and condition:

1. A finding by the HARB that the removal of a chimney requires a compromise to mitigate against future flooding.
2. The condition that in accordance with Section 28-89(2)d6 at the applicant's expense, salvage and preservation of chimney materials for reuse in a restoration of other historic properties. The board may also require at the applicant's expense the recording of the structure (chimney) for archival purposes prior to demolition. The recording may include, but shall not be limited to, photographs and measured drawings.


Jenny Wolfe, Historic Preservation Officer

COD F2020-0053

67 Marine Street

July 16, 2020

SUMMARY SCOPE OF WORK:

1. Partial demolition of residential building limited to the chimney.

APPLICATION REQUIREMENTS, ELIGIBILITY FOR DEMOLITION REVIEW, CONDITIONS FOR DEMOLITION APPROVAL:

Eligibility for Demolition Review (Section 28-87(3), CoSA Code of Ordinances)

The Historic Architectural Review Board (HARB) is responsible for the review of all applications for demolition permits for structures that are fifty (50) years of age or older, listed on the Florida Master Site File, or designated as an historical landmark (as defined by Sec. 28-87.10)

National Register Status (Section 28-89, CoSA Code of Ordinances)

A property currently listed on the National Register of Historic Places individually or as a contributing structure in an historic district is afforded additional scrutiny in the demolition review process by: 1) requiring submittal of a condition assessment report performed by a qualified professional; 2) requiring the applicant to prove "undue economic hardship" to justify demolition; and 3) allowing HARB the option to deny the demolition request if an undue economic hardship is not proven and removal of the building or structure will be detrimental to the historic and architectural character of the city.

Local Landmark Designation (Section 28-87(3) & (10), CoSA Code of Ordinances)

HARB is assigned the authority of reviewing all applications for demolition permits for primary structures... for potential designation as an historical landmark. Local "historical landmarks" are defined as a building, object, site or structure of the highest historical, architectural, cultural or archaeological importance and whose demolition, removal, relocation, or alteration would constitute an irreplaceable loss to the character and quality of the city.

Conditions for Demolition Approval (Section 28-89(2)d, CoSA Code of Ordinances)

HARB has the discretion in its review of an application for Certificate of Demolition to require, as conditions for approval, one or more of the following:

- Design of Replacement Building - *As a condition of issuing a certificate of demolition, the board may require the replacement design be approved by the board and that no permit be issued for the demolition of said structure until drawings sufficient for a building permit and all necessary requirements for the construction of a new building have been submitted for the new construction.*
- Architectural Salvage - *As a condition of issuing a certificate of demolition, the board may require, at the applicant's expense, salvage and preservation of significant building materials, architectural details and ornaments, fixtures, and the like for reuse in restoration of other historic properties.*
- Archival Documentation - *The board may also require at the applicant's expense the recording of the structure for archival purposes prior to demolition. The recording may include, but shall not be limited to, photographs and measured drawings.*

The building was built ca. 1840, is more than 50 years old, is located in the Historic Preservation (HP-1) Zoning District, the St. Augustine Town Plan Historic District, and is recorded in the Florida Master Site File.

The requirements have been sufficiently met.

DEMOLITION REVIEW CRITERIA (AGHP):

- 1. Whether or not the structure is within or is immediately facing a locally designated historic preservation zoning district.** The building is located in the Historic Preservation (HP-1) Zoning District.
- 2. The contribution of the structure to the mass and scale of the streetscape.** Not built to the street and one of a few that fronts the east side of Marine Street, the residential building has a greater setback than some of the immediate surrounding buildings that front Avenida Menendez with lots that extend west to Marine Street. The one and one-half story building has a smaller mass and scale to the mostly two-story surrounding buildings. Because of the variety of building scales and setbacks along this area of Marine Street, the building fits in with the streetscape.
- 3. The impact of the loss of the structure on the streetscape.** The permanent loss of the chimney would have an impact to the building. However, the removal represents a compromise that is needed in order to raise the house to mitigate against future flooding and a chimney is proposed to be re-built with the same size and profile.
- 4. Whether or not the structure will be replaced and the impact of a replacement structure, or lack thereof, on the streetscape.** A submitted drawing shows a proposed chimney that matches the size and profile.
- 5. The historical or cultural merit of the structure.** The building is located in the St. Augustine Town Plan National Register Historic District. No evidence was discovered that the building is the work of a master, but the home has historical significance as one of the few remaining buildings from the Territorial Period.
- 6. The impact of the loss of the structure on the historical or cultural integrity of the city, district and neighborhood.** Because of the building's location in the St. Augustine Town Plan National Register Historic District, the loss of a distinctive feature such as a chimney can impact the integrity of the resource and the cause incremental loss of integrity to the district. However, although this is a character defining feature of a building, the removal of a chimney requires a compromise to mitigate against future flooding. HARB has in past decisions allowed for compromises related to mitigation.
- 7. Whether or not the structure is representative of a style or type of architecture or a method of construction.** The building is an example of a Vernacular wood-frame house, which is not an uncommon style in the city, but this is an older example and notable because it is one of a few remaining buildings from the Territorial Period.
- 8. Whether or not the structure is one of the last surviving examples of its style or type of architecture or a method of construction.** The building is not the last surviving example of its style or method of construction but there are only a couple Territorial buildings in the city.
- 9. Whether or not the structure is of such design, craftsmanship or materials that it either could not be reproduced, or could be reproduced only with great difficulty or expense. The condition of the structure, and the possibility of rehabilitating or relocating the structure.** The chimney did not have an exceptionally high degree of craftsmanship, so should be able to be reproduced without great difficulty or expense. The applicant indicated the chimney would be rebuilt.
- 10. The justification for the proposed demolition.** The applicant stated that the removal of the chimney was needed in order for the house to be raised, which is desired to mitigate against future storm related flooding.

UNREASONABLE OR UNDUE ECONOMIC HARDSHIP:

Defined as an onerous and excessive financial burden that would be placed upon a property owner by the denial of a certificate of demolition or a similar burden which would be placed on a property owner by conditions which the Commission seeks to place on the granting of a certificate. (Section 28-2 CoSA Code of Ordinances)

Is applicant entitled to a Certificate of Demolition independent of any hardship? ☐ Yes ☒ No

Did applicant submit evidence of undue economic hardship? ☐ Yes ☒ No

In any instance where an undue economic hardship, as defined in this chapter, is claimed by a property owner, the property owner may submit to the board any or all of the following information before the board makes a decision on the application for certificate of demolition: (Section 28-89(3) b, CoSA Code of Ordinances)

(Materials submitted by applicant noted with a checked box)

- ☐ 1. An estimate of the cost of the proposed construction, alteration, demolition, or removal;
- ☐ 2. The estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; and, in the case of a proposed demolition, after renovation of the existing property for continued use;
- ☐ 3. In the case of a proposed demolition, an estimate from an architect, developer, licensed contractor, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;
- ☐ 4. The annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;
- ☐ 5. The remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years;
- ☐ 6. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property;
- ☐ 7. Any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two (2) years;
- ☐ 8. The assessed value of the property according to the two (2) most recent assessments;
- ☐ 9. The real estate taxes for the previous two (2) years;
- ☐ 10. The form of ownership or operation of the property, whether an individual, sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other;

Any other information considered necessary by the board to a determination as to whether the property does yield or may yield a reasonable return to the property owner. The board may require that the property owner furnish such additional information as the board believes is relevant to the board's determination of any alleged undue economic hardship. No decision of the board shall result in undue economic hardship for the property owner. In any case where undue economic hardship is claimed, the board shall make two (2) specific findings. First, the board shall determine if the owner would be entitled to a certificate of demolition without consideration of undue economic hardship. Second, the board shall determine whether the owner demonstrated an undue economic hardship.

Additional information requested by HARB as per above:

COD F2020-0053
67 Marine Street
July 16, 2020

LIST OF ATTACHMENTS:

1. Staff photographs
2. Florida Master Site File
3. Sanborn Maps

STAFF PHOTOGRAPHS

67 Marine Street



**Front Façade / West Elevation and
South Elevation with chimney**



FLORIDA MASTER SITE FILE
HISTORIC ST. AUGUSTINE PRESERVATION BOARD
HISTORIC PROPERTIES INVENTORY FORM

I. LOCATION & LEGAL DESCRIPTION

FDAHRM 802== Site No. 8SJ1276 1009==
Site Name: 67 Marine Street 830== Survey Date: 7808 820==
Address: 67 Marine Street, St. Augustine, FL 32084 905==
Instructions for Locating: _____
_____ 813== County: St. Johns 808==
Location: City of St. Augustine 22 11 868==
(subdivision) (block) (lot)
_____ 868==
Owner of Site: Name: Wark, Constance I. ;
Address: 67 Marine Street
St. Augustine, FL 32084 902==
Occupant or Manager: _____ 904==
Type of Ownership: Private 848== Zoning: HP-1
NR Classification Category: Building 916== Recording Date: _____ 832==
UTM: 17 470085 3306310 890== Location: T07S R30E S17 812==
(zone) (easting) (northing) (T) (R) (S)
Map Reference: USGS St. Augustine 7.5 MIN 1956 (PR 1970) 809==
Recorder: Name & Title: Nolan, David (Historic Sites Specialist) ;
Address: H.S.A.P.B. 818==

II. SITE DESCRIPTION

Condition of Site:		Threats to Site:	
() <u>Excellent</u>	863==	() <u>Zoning</u>	878==
(x) <u>Good</u>	863==	() <u>Development</u>	878==
() <u>Fair</u>	863==	() <u>Deterioration</u>	878==
() <u>Deteriorated</u>	863==	() <u>Borrowing</u>	878==
		() <u>Transportation</u>	878==
Integrity of Site:		() <u>Fill</u>	878==
(x) <u>Altered</u>	858==	() <u>Dredge</u>	878==
() <u>Unaltered</u>	858==	() <u>Other</u>	878==
(x) <u>Original Site</u>	858==		
() <u>Restored - Date:</u>	858==		
() <u>Moved - Date:</u>	858==		

**SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)**

II. SITE DESCRIPTION, continued.

Original Use: Priv. Res. 838== Present Use: Priv. Res. 850==
 Date: +1854 844== Period: 19th cent. 845== Culture: America 840==
 Architect: 872==
 Builder: 874==
 Style: Frame Vernacular 964==
 Plan Type: Rectangular 966==
 Exterior Fabrics: Wood, weatherboard, with cornerboard 854==
 Structural Systems: Wood frame 856==
 Features of Structure: (942)
 Window Type: DHS 6/6, transom light, blinds, moveable louvers 942==
 Foundation: Stone piers (coquina) 942==
 Roof Type: Gable 942==
 Secondary Roof Structures: Dormer, gable 942==
 Porches & Balconies: 942==
 Chimney Location: End, exterior, ridge 942==
 Materials: (882)
 Chimney: Stuccoed, stone (coquina) 882==
 Roof Surfacing: Metal corrugated 882==
 Ornament Exterior: Ornamental iron work 882==
 Quantitative Data: (950-954)
 Chimneys: 1 952== Dormers: 2 954== Stories: 1½ 950==
 Other: 956==
 Surroundings: Residential 864==
 Relationship to Surroundings: Near St. Francis Barracks & Oldest House, and
 is situated on block bordering bayfront. 859==

III. PHOTOGRAPHY

Photographic Records Numbers: 860==
 Contact Prints

IV. SIGNIFICANCE

Areas of Significance: Architecture, Commerce, Politics/Government, Families, Minorcans, Education, Hotels, Literature, Law 920==

Statement of Significance: (911==)

ARCHITECTURE

This one and one-half story Frame Vernacular residence at 67 Marine Street was constructed between 1840 and 1854. It is one of few extant Territorial Period (1821-1845) structures in the city. The distinctive dormers display weatherboarding running at a 45 degree angle instead of straight across. This style, popular during the Territorial days, is found on two other houses of that era, 76 Spanish Street and 28 St. Francis Street. The 6/6 windows are also an indication of age. Although no on-site inspection was made, the exposed boards of the similar building revealed vertical saw marks, evidence of pre-Civil War construction. The house is on coquina piers and has a stuccoed coquina chimney. A masonry wall surrounds the property. Ornamental iron work covers the Marine Street entrance and window, and a portion of what appears to have been a window opening has been covered with lattice or decorative wood. The house is situated on a street bordering the waterfront, although the building faces west. It is near St. Francis Barracks, now the State Arsenal, Headquarters for the Florida National Guard. The Oldest House, a tourist attraction is less than half a block away.

The area of the colonial city between Bridge and St. Francis Streets is one of mixed usages. Though primarily residential, it includes commercial tourist attractions, religious, and educational buildings. The narrow streets, some still brick, conform to the colonial town plan listed on the National Register of Historic Places. Construction dates in the area range from colonial through modern times. Many of St. Augustine's surviving colonial buildings are located along Marine and St. Francis Streets, including the Oldest House. Along the bayfront and on St. George Street are two of the outstanding Victorian neighborhoods of the city, with many elegant winter residences from the Flagler era. Some colonial-style buildings have been reconstructed, and other buildings have been remodeled in the St. Augustine Colonial Revival style. The area is bounded on the west by Cordova Street and on the east by the bayfront. The section of Avenida Menendez between Bridge and St. Francis is the major waterfront residential street of the downtown area. The area has suffered many demolitions for parking lots and expanded school grounds over the years. A heavy toll has been taken among Flagler-era buildings. The area continues to feel pressure from the large amount of tourist and school traffic that passes through.

(over)

V. BIBLIOGRAPHY

1. Kathleen Deagan, et. al, "A Sub-Surface Survey of the St. Augustine City Environs," (Tallahassee, 1976); Juan Jose Elixio de la Puente, "Plano . . . de la Plaza de San Agustín," January 22, 1764; Mariano de la Rocque, "Plano Particular de la Ciudad de San Agustín," April 25, 1788; East Florida Papers, Escrituras, 1784-1821; Albert Manucy, The Houses of St. Augustine, 1565-1821 (St. Augustine, 1962), pp. 22-25 and 41-47.
2. Anon., "Copy of a Plan of the City of St. Augustine," 1833; 1885 and 1894 Birds-Eye Views; Sanborn Fire Insurance Maps, 1888-1958.

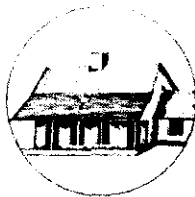
HISTORY

This section of the walled colonial city was first occupied in the 17th century as the early settlement expanded south towards the St. Francis convent. All structures were destroyed in 1702 by the invading South Carolinians, but by mid-century, houses had been rebuilt on all streets except present-day Cordova Street, then the course of the early 18th century Rosario defense line. The northern boundary of the area, Bridge Street, led to one of three late colonial San Sebastian River ferry crossings. The British demolished numerous buildings here, but were the first to build along the bayfront on the east side of Marine Street. The Spanish filled this low-lying land in the 1790's, and substantial residences were thereafter erected on the reclaimed land. The Spanish crown owned considerable property in this section of the colonial city, such as a school building near the southeast corner of Bridge and St. George Streets and the vacant land west of St. George Street where crops were raised by the garrison. Nine colonial buildings have survived in this section, particularly in clusters along Marine and St. Francis Streets: Sanchez, Marin, Puello, Jones and the two Rovira Houses on Marine; Tovar and Oldest House on St. Francis; and the St. Francis Inn on corner of St. George and St. Francis. The Llabias House and the St. Francis Barracks lie on the south side of St. Francis Street.(1) The area remained essentially residential throughout the American period, although several religious structures were built along St. George Street (the non-extant 19th century Presbyterian Church and the 20th century Cathedral Parish School complex) and along Cordova Street (the 20th century Synagogue). Several boarding houses were scattered throughout the area, most notably the St. Francis Inn building and the Valencia Hotel. Taken as a whole, this section has a high concentration of 18th and 19th century buildings on all streets except Cordova which was developed primarily in the 1920's.(2)

An early property transaction involving this lot at 67 Marine Street was a sale in 1823. Gabriel W. Perpall, a descendent of Minorcan colonists who migrated to St. Augustine from New Smyrna in 1777, purchased the lot selling it to William Monson in 1840. Monson, of Norwegian descent, was a member of the family who later became proprietors of a bayfront hotel still bearing the family name.(3) The first mention of a house on the lot was in 1854 when Charles Schultze conveyed the property to Albert Van Dohlen. Although the existence of the dwelling cannot be determined on the 1855 Horton Sketch, it is possible to identify the structure on the 1885 Birds-Eye View.(4) An owner around the turn of the century was William S. M. Pinkham. Pinkham owned and managed the Ocean View Hotel a short distance from the house. He was also a prominent businessman, city council member, mayor of the city (1889-1897), superintendent of the Board of Public Instruction, and a municipal judge.(5) A later property owner was William W. Dewhurst. Dewhurst, like Pinkham, served as mayor (1888-1889) and was an influential businessman.(6) Other diverse activities included postmaster, author of a book concerning the history of St. Augustine, attorney, and organizer and president of the Business Men's League, and president of the Board of Trade (1892).(7) The house has been occupied by numerous residents during the 20th century. It stood vacant from 1949 until recent years when purchased by Constance I. Wark.(8) The striking similarity of this building to others constructed around 1840 lends credibility to the Territorial date.

-
3. St. Johns County Deed Records, Book AA, p. 737; Book O, p. 150; St. Augustine City Directory, 1904, 1907-08, 1914-15, 1979; Interview by Karen Harvey with Sadie Mier, November 11, 1978.
 4. Deed Book P, p. 272; John S. Horton, eng., "View of St. Augustine, East Florida, 1855"; H. Wellge, eng., "View of the City of St. Augustine, Florida, 1885" (Boston).
 5. Thomas Graham, The Awakening of St. Augustine (St. Augustine, 1978), p. 268; Webb's St. Augustine Directory, 1885; St. Augustine City Directory, 1899 through 1924-25.
 6. Graham, p. 268.
 7. City Directory, 1885, 1899, 1904, 1907, 1911-12; E. J. Ellito, ed., Elliot's Florida Encyclopedia (Jacksonville, 1899); Tatler, January 23, 1892, p. 11; January, 21, 1893, p. 6; January 21, 1899, p. 11.
 8. City Directory, 1949 through 1977.

☐ Original
☒ Update



HISTORICAL STRUCTURE FORM

FLORIDA MASTER SITE FILE

Version 4.0 1/07

Site #8 **SJ001276**
 Field Date 5-19-2016
 Form Date 5-19-2016
 Recorder # _____

Shaded Fields represent the minimum acceptable level of documentation.
 Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) 67 Marine Street Multiple Listing (DHR only) _____
 Survey Project Name Inv. of Structures within the St. Augustine NRHD Survey # (DHR only) _____
 National Register Category (please check one) ☒ building ☐ structure ☐ district ☐ site ☐ object
 Ownership: ☐ private-profit ☐ private-nonprofit ☐ private-individual ☒ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

Street Number 67 Direction _____ Street Name Marine Street Type Street Suffix Direction _____
 Address: 67
 Cross Streets (nearest / between) _____
 USGS 7.5 Map Name ST. AUGUSTINE USGS Date 1956 Plat or Other Map _____
 City / Town (within 3 miles) St. Augustine In City Limits? ☒ yes ☐ no ☐ unknown County St. Johns
 Township 7S Range 30E Section 17 ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: _____
 Tax Parcel # 1985300000 Landgrant _____
 Subdivision Name _____ Block _____ Lot _____
 UTM Coordinates: Zone ☐ 16 ☒ 17 Easting Northing
 Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
 Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1854 ☐ approximately ☒ year listed or earlier ☐ year listed or later
 Original Use Private Residence (House/Cottage/Cabin) From (year): _____ To (year): _____
 Current Use Private Residence (House/Cottage/Cabin) From (year): _____ To (year): _____
 Other Use _____ From (year): _____ To (year): _____
 Moves: ☐ yes ☒ no ☐ unknown Date: _____ Original address _____
 Alterations: ☒ yes ☐ no ☐ unknown Date: _____ Nature ext. fabric, windows, roof
 Additions: ☐ yes ☐ no ☒ unknown Date: _____ Nature _____
 Architect (last name first): _____ Builder (last name first): _____
 Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? ☒ yes ☐ no ☐ unknown Describe _____

DESCRIPTION

Style Frame Vernacular Exterior Plan Rectangular Number of Stories 1.5
 Exterior Fabric(s) 1. Weatherboard 2. _____ 3. _____
 Roof Type(s) 1. Gable 2. _____ 3. _____
 Roof Material(s) 1. Wood shingles 2. _____ 3. _____
 Roof secondary strucs. (dormers etc.) 1. Gable dormer 2. _____
 Windows (types, materials, etc.) DHS 6/6, transom light

Distinguishing Architectural Features (exterior or interior ornaments) Ornamental iron work gate in masonry wall

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) _____

DHR USE ONLY

OFFICIAL EVALUATION

DHR USE ONLY

NR List Date _____ SHPO - Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info Date _____ Init. _____
 Keeper - Determined eligible: ☐ yes ☐ no Date _____
 NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see *National Register Bulletin 15*, p. 2)

DESCRIPTION (continued)

Chimney: No. 1 Chimney Material(s): 1. _____ 2. Stuccoed coquina
 Structural System(s): 1. Wood frame 2. _____ 3. _____
 Foundation Type(s): 1. Piers 2. _____
 Foundation Material(s): 1. _____ 2. Coquina
 Main Entrance (stylistic details) single wood panel door offset to left with metal security gate; wood trim and transom

Porch Descriptions (types, locations, roof types, etc.) _____

Condition (overall resource condition): ☐ excellent ☒ good ☐ fair ☐ deteriorated ☐ ruinous

Narrative Description of Resource recently updated

Archaeological Remains _____ ☐ Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

☒ FMSF record search (sites/surveys) ☒ library research ☐ building permits ☒ Sanborn maps
☐ FL State Archives/photo collection ☒ city directory ☒ occupant/owner interview ☐ plat maps
☒ property appraiser / tax records ☒ newspaper files ☐ neighbor interview ☐ Public Lands Survey (DEP)
☒ cultural resource survey (CRAS) ☒ historic photos ☐ interior inspection ☐ HABS/HAER record search
☐ other methods (describe) _____

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed) _____

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐ yes ☒ no ☐ insufficient information

Appears to meet the criteria for National Register listing as part of a district? ☒ yes ☐ no ☐ insufficient information

Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) could contribute to a district

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

1. _____ 3. _____ 5. _____
 2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____
 2) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Patricia Davenport Affiliation Environmental Services, Inc.

Recorder Contact Information 7220 Financial Way Ste. 100 Jacksonville, FL 32256 904-470-2200, pdavenport@esinc.cc
 (address / phone / fax / e-mail)

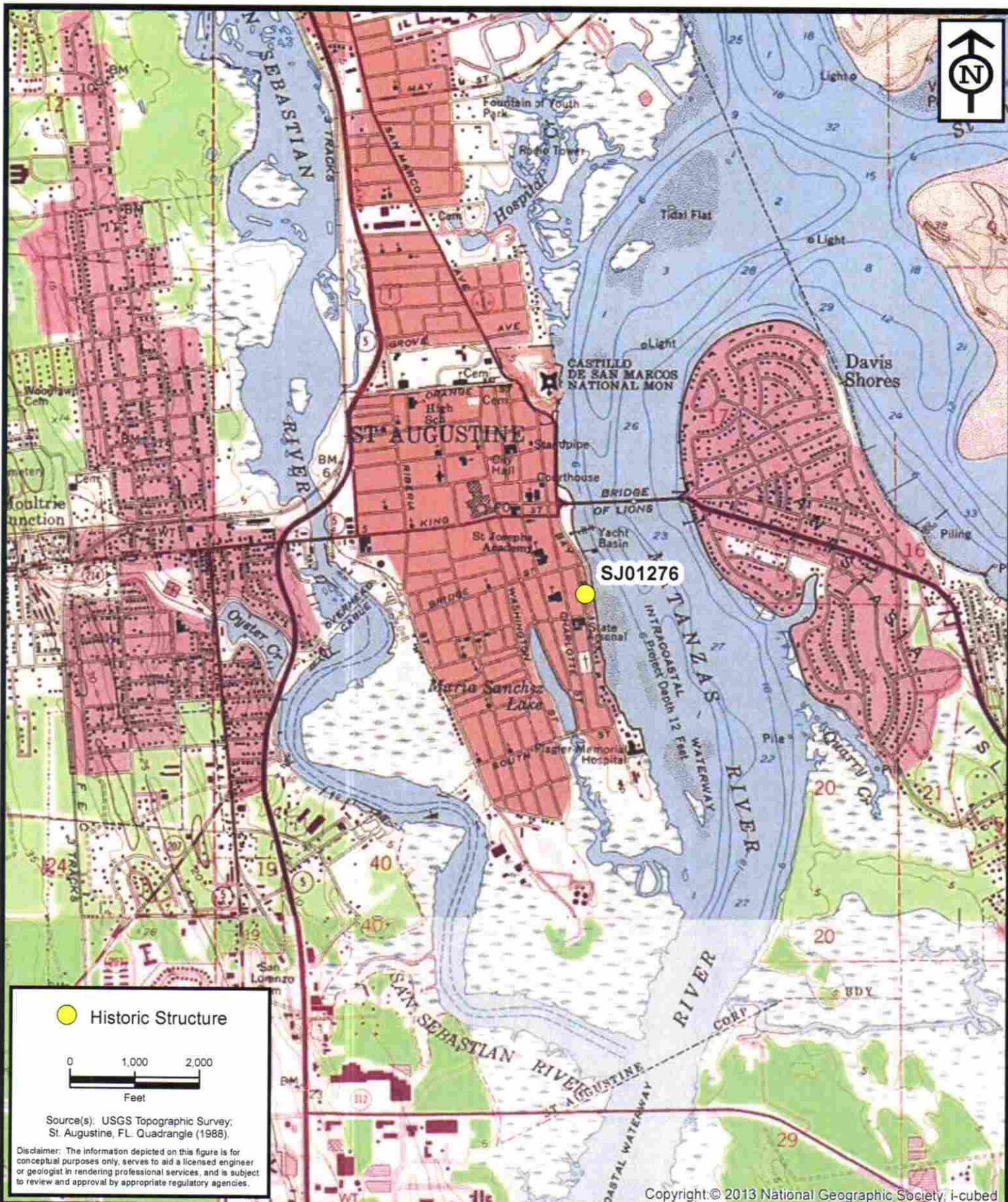
Required Attachments

① USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED

② LARGE SCALE STREET, PLAT OR PARCEL MAP (available from most property appraiser web sites)

③ PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE

If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
 Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.



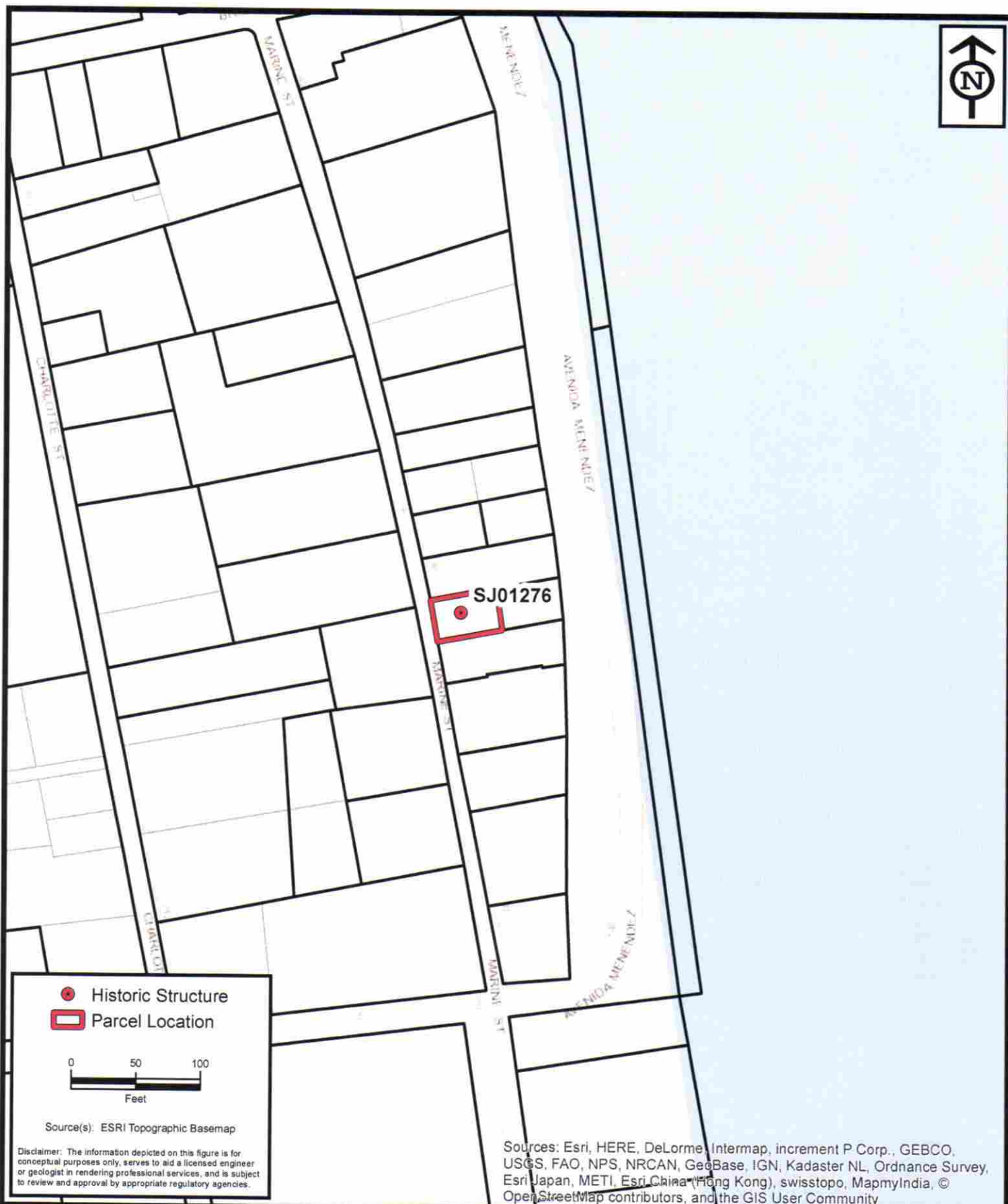
**ENVIRONMENTAL
SERVICES, INC.**

7220 Financial Way, Suite 100
Jacksonville, Florida 32256
(904) 470-2200
(904) 470-2112 Fax

www.environmentalservicesinc.com

Project Location - SJ01276
City of St. Augustine
Historic Structure Survey
St. Johns County, Florida

Project:	AJ15441.00
Date:	May 2016
Drawn By:	AVL
Checked By:	JRN
Approved By:	PD
Figure:	1



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCo, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



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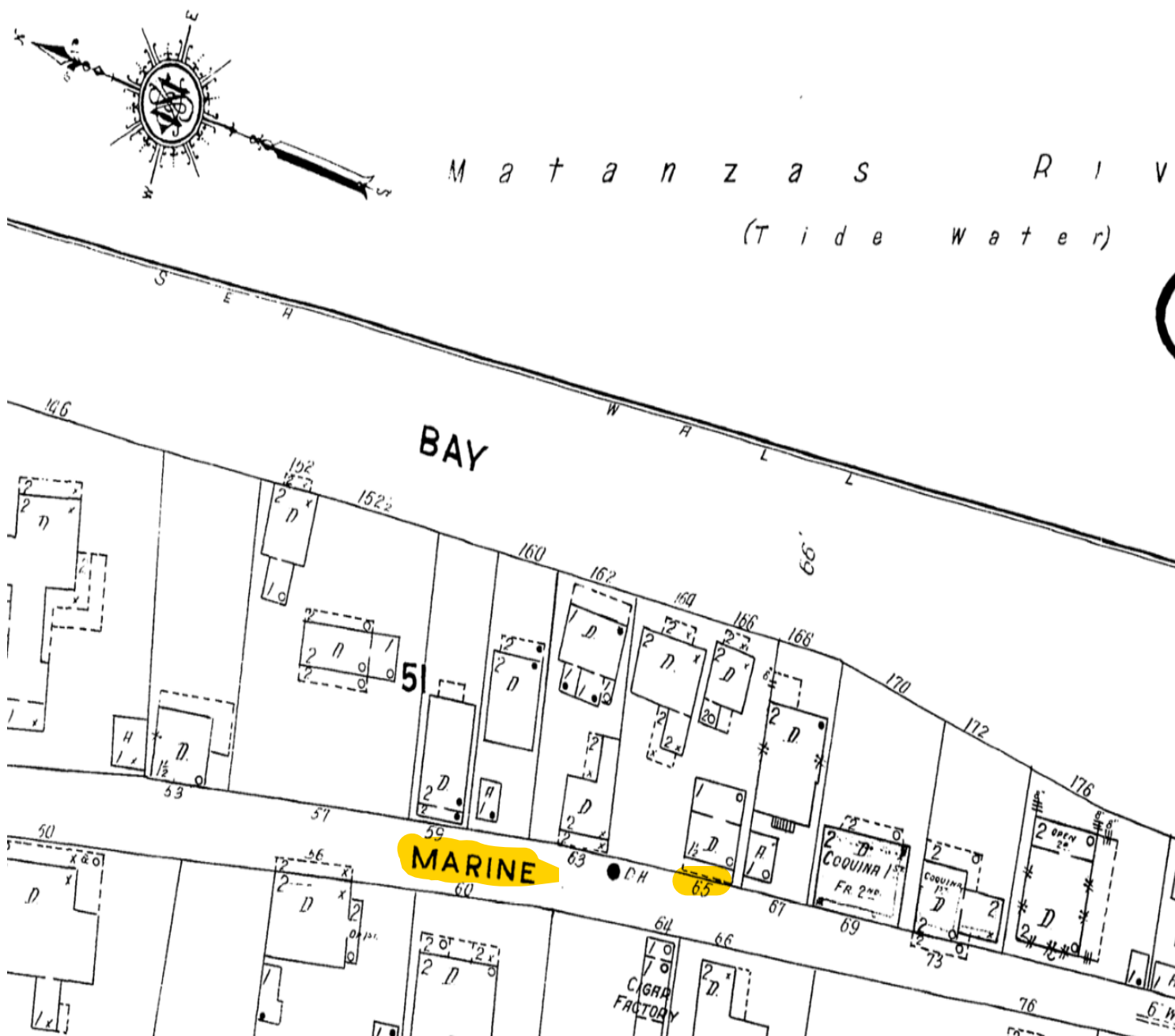
www.environmentalservicesinc.com

Parcel Location - SJ01276
City of St. Augustine
Historic Structure Survey
St. Johns County, Florida

Project:	AJ15441.00
Date:	May 2016
Drawn By:	AVL
Checked By:	JRN
Approved By:	PD
Figure:	2



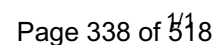




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**CITY OF ST AUGUSTINE
HISTORIC ARCHITECTURAL REVIEW BOARD
APPLICATION**



- ☒ **CERTIFICATE OF DEMOLITION**
☐ **CERTIFICATE OF RELOCATION**

Application Fee: \$300.00 full/\$150.00 partial (plus advertising costs) BDAC Project No. 2020-0053

Receipt No. 1868968 ?

Meeting Date June 18, 2020

Advertising Costs \$ 50.00 ?

Paid on _____

Receipt No. _____

1. NAME OF APPLICANT PAUL J. Thompson

Business (if applicable) _____

Address P.O. Box 70

City ST Augustine State FL Zip 32085

Daytime telephone 904-540-2904 Other phone/email PAU@thompsonrealtty.org

***Correspondence related to this application will be based on the above information

2. NAME OF PROPERTY OWNER PAUL Thompson & MAXIE Thompson

Business (if applicable) _____

Address P.O. Box 70

City ST. Augustine State FL Zip 32085

Daytime telephone (required) 904-540-2904 Other phone _____

3. PROJECT STREET ADDRESS 67 Marine Street

4. LEGAL DESCRIPTION OF PROPERTY

Lot _____ Block _____ Subdivision _____ Parcel Number _____

5. DATE OF CONSTRUCTION 1840 Source: Public Records

6. HISTORIC STATUS (check all that apply)

- ☐ Designated Local Landmark
☐ Property individually listed on the National Register of Historic Places
☒ Contributing building in National Register Historic District
☐ Listed on Florida Master Site File
☒ 50 years of age or older

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7. PROPOSED PROJECT WORK (check one)

Planning / Building Dept.

- ☒ **PARTIAL DEMOLITION** - Permanent removal of any significant architectural features including porches, dormers, chimneys, walls, additions, etc.
☐ **FULL DEMOLITION** - The complete razing of a building resulting in its permanent removal.
☐ **RELOCATION** - The moving of all or part of a building from one property and placing it on a different property. Also the shifting or reorientation of all or part of a building on the same property.

8. PROPOSED REPLACEMENT BUILDING/FEATURE:

Fireplace will be Replaced once house is lifted

9. FOR PARTIAL DEMOLITION PROJECTS ONLY

A. Indicate architectural features to be permanently removed (check all that apply):

HISTORIC	NOT HISTORIC	NOT SURE
----------	-----------------	-------------

☐	☐	☐
☐	☐	☐
☒	☐	☐
☐	☐	☐
☐	☒	☐
☐	☐	☐
☐	☐	☐

Building addition

Outbuilding/Accessory building

Roof structures (dormers, chimneys, etc.) Specify: Chimney original?

Porch/Deck/Balcony Specify: _____

Exterior walls ~

Exterior finishes (stucco, masonry, siding) Specify: _____

Fenestration (arrangement of windows and doors)

B. Required submittals:

- ☒ Photographs and/or drawings of elevations and architectural features to be removed.
- ☐ Drawings of proposed improvements and replacement features as applicable.

10. FOR FULL DEMOLITION PROJECTS ONLY

A. Required submittals for all full demolition projects:

- ☐ Photographs of existing conditions including façades of the building and interior features if applicable.
- ☐ Drawings of proposed replacement buildings and or features if applicable.

B. Required submittals for buildings designated as Local Landmarks, individually listed on the National Register of Historic Places, or a contributing building in a National Register Historic District:

- ☐ **Condition assessment report** - A report from an architect or structural engineer licensed in the State of Florida with demonstrated experience in historic restoration/rehabilitation as to the structural soundness of the building and its adaptability for continued use.
- ☐ **Proof of unreasonable or undue economic hardship** - the property owner may submit to the board any or all of the following information:
 - An estimate of the cost of the proposed construction, alteration, demolition, or removal.
 - The estimated market value of the property in its current condition and after completion of the proposed construction, alteration, demolition, or removal.
 - An estimate from an architect, developer, licensed contractor, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.
 - The annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any.
 - The remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years.
 - All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property.
 - Any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two (2) years.
 - The assessed value of the property according to the two (2) most recent assessments;
 - The real estate taxes for the previous two (2) years.
 - The form of ownership or operation of the property, whether an individual, sole proprietorship, for profit or not-for-profit corporation, limited partnership, or joint venture.
 - Any other information deemed appropriate by the applicant as to how the property does not yield or may not yield a reasonable return to the property owner.

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Planning / Building Dept.

11. FOR RELOCATION PROJECTS ONLY

- A. Address or location where building is to be moved: _____
- B. Estimated costs:
- o Purchase price _____
 - o Moving fee (prepared by a licensed and insured building mover) _____
 - o Building rehabilitation _____
- C. Required submittals:
- ☐ Photographs of existing conditions including façade of the building.
 - ☐ If the new location is within the city limits, provide a site plan and drawings of any new improvements. (If the building is to be located in a Historic Preservation zoning district, a Certificate of Appropriateness will also be required.)

12. AGREEMENT – Unless the property owner is a governmental agency; licensed business or company; incorporated organization; or an administered estate, all owners of record must sign the application. If the applicant is different than the property owner, the application must be signed by both parties.

In filling out this application, I understand that it becomes part of the Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

I further understand that if the Certificate of Demolition or Certificate of Relocation is approved that a demolition inspection, archeological review, and building permit from the city are required prior to starting project work and that the costs of newspaper notices and surrounding notices to property owners will be assessed by the City and must be paid prior to the issuance of a development permit.

Once a hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. Subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling any hearing will also be assessed to the applicant.

PRINT APPLICANT'S NAME Paul Thompson DATE 5-21-2020

SIGNATURE OF APPLICANT [Signature]

PRINT 1st OWNER'S NAME Paul J. Thompson DATE 5-21-2020

SIGNATURE OF 1st PROPERTY OWNER [Signature]

PRINT 2nd OWNER'S NAME Maxie R. Thompson DATE 5-21-2020

SIGNATURE OF 2nd PROPERTY OWNER [Signature]

PRINT 3rd OWNER'S NAME _____ DATE _____

SIGNATURE OF 3rd PROPERTY OWNER _____

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

APPLICATIONS FOR CERTIFICATES OF DEMOLITION AND RELOCATION

The applicant shall submit a completed application on or before the monthly deadline in order for it to be placed on the following month's Historic Architectural Review Board (HARB) agenda. The board meets the third Thursday of each month unless otherwise scheduled. Failure to submit a substantially complete application may result in a continuance of the request.

In the event that the property owner is not a governmental agency; licensed business or company; incorporated organization; or an administered estate, all property owners of record must sign the application.

All Certificate of Demolition applications are reviewed by city staff for consistency and compliance with the 2011, 4th edition of the *Architectural Guidelines for Historic Preservation, City of Saint Augustine, Florida*. (Copies of this document are available for a fee upon request.) Guidelines include consideration of historic and architectural significance; uniqueness of the building; existing conditions; and potential for relocation.

Within zoning districts HP-1, HP-2 and HP-3, HARB may approve a Certificate of Appropriateness for a replacement structure before approving a Certificate of Demolition. These applications may be reviewed concurrently.

For buildings relocated within any historic preservation zoning district a Certificate of Appropriateness is required for the building's new location.

PUBLIC NOTICE REQUIREMENTS (costs to be assessed to the applicant)

Certificates of Demolition shall meet the following public notice requirements:

1. **Mailed notices** - The applicant shall notify not less than ten (10) days in advance of the date of public hearing, via the United States Postal Service, all adjacent property owners within 150 feet of the boundaries of the subject property. A list of owners is provided by the Planning & Building Department. The applicant shall produce evidence that the mailing was completed by the deadline.
2. **Legal ad** - The city shall publish a legal advertisement for the application in a newspaper of general circulation not less than ten (10) days prior to the public hearing.
3. **Signs** - The city shall post a sign on each street frontage of the property in full view of the public providing notification of the pending hearing not less than seven (7) days in advance of the meeting. The sign shall be maintained by the applicant until final determination has been made.

BOARD REVIEW

Members of HARB review each application at a public hearing where all interested parties have an opportunity to be heard and present evidence. It is the duty of board members to weigh the evidence and render a decision. The board may approve, approve with conditions, continue or deny an application. Conditions that may be stipulated for demolitions include architectural salvage, pre-approval for the design of any new construction, and/or archival documentation of the existing building. Also the board has the option to postpone any demolition for two, 12-month periods. The proposed demolition of any colonial building or designated local landmark requires additional review and approval by the city commission.

After receiving an approval from the HARB and satisfying any stipulated conditions, the applicant may submit a building permit application for demolition based on the approved HARB order of demolition which is effective on the 31st day following the date of the rendered order. Please note that city inspection of the property and a building permit is required before the actual demolition can begin. In certain areas of the city an archeological permit may also be required.

When construction of the new structure is delayed, the site must be cleared and sodded within thirty (30) days of the demolition or relocation. In historic preservation zoning districts (HP-1 through 5) the vacant property must be enclosed by a solid board fence at least 5 ½ feet high.

ACKNOWLEDGEMENT AND WAIVER OF RIGHTS

I, the undersigned Applicant or Agent, and Property Owner, hereby acknowledge and agree that:

- Applicant and/or Property Owner has the option of deferring their case to be heard at a future date under established non-emergency hearing procedures.
- Applicant and/or Property Owner knowingly and willingly chooses to proceed to hearing under the Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures.
- CMT procedures are held only during a declared State of Emergency by the Governor. Such procedures may or may not comply with Florida Statutes or Case Law governing Quasi-Judicial, Legislative or Administrative Hearings.
- Applicant and/or Property Owner knowingly waives the right of cross-examination of witness or commenters choosing to participate in the hearing utilizing CMT.
- Decisions and Orders of any board or commission may be subject to challenge by private parties, government agencies, and affected or aggrieved persons. Further, such Orders or Decisions are subject to be overturned by a court of competent jurisdiction. Applicant and/or Property Owner agree to indemnify and hold harmless the City of St. Augustine, its boards and commission, staff, and appointed and elected officials, for any claims arising out of Applicant and/or Property Owner's decision to proceed to hearing utilizing CMT procedures. Applicant and/or Property Owner agree to pay all attorneys fees and costs incurred by the City in defending Decisions or Orders utilizing CMT procedures related to their hearing.
- Applicant and/or Property Owner fully understand the risks and costs of litigation and have independently assessed these risks and costs and choose to proceed with hearing of the application utilizing CMT procedures.

Applicant and/or Property Owner further acknowledges that he/she has had an opportunity to consult with and be represented by counsel of their choosing and is advised to do so. Applicant and/or Property Owner is fully aware of procedures and rights waived above. Applicant and/or Property Owner freely, without duress or coercion, and based on Applicant and/or Property Owners own judgment wish to proceed with hearing of their application utilizing CMT hearing procedures.

[Signatures Appear on Following Page]

PROPERTY OWNER

MAXIE R. Thompson
(Print Name)
Paul J. Thompson

Maxie R. Thompson
(Signature)
Paul J. Thompson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 29th day of May, 2020.



Kelly Prior Sincauge
Notary Public, State of Florida

APPLICANT OR APPLICANT'S AGENT

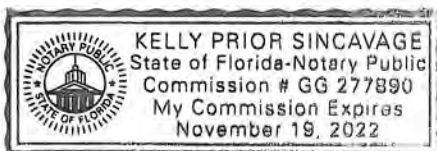
Paul J. Thompson
(Print Name)

Paul J. Thompson
(Signature)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 29th day of May, 2020.



Kelly Prior Sincauge
Notary Public, State of Florida



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MAY 22 2020

Planning / Building Dept.

Chimney



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Chimney

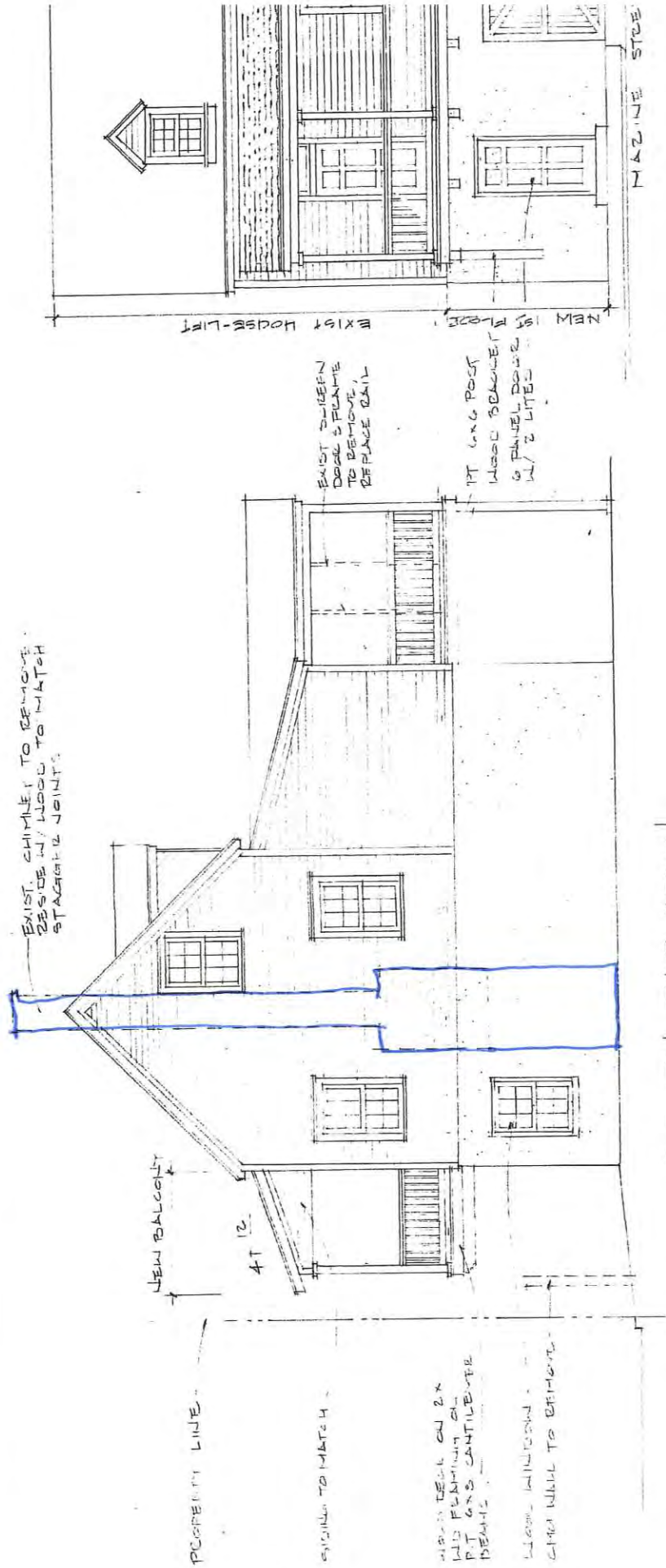


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MAY 22 2020

Planning / Building Dept.

Replace over brick
stucco chimney



SOUTH ELEVATION
1/4" = 1'-0"

Public Records of St. Johns County, FL Clerk # 2013055111, O.R. 3777 PG 479,
08/16/2013 at 08:45 AM REC. \$5.00 SUR. \$5.00 Doc. D \$1260.00

Prepared by:
Jessica L. Peel
Olde Towne Title & Guaranty Agency, LLC
93 Orange Street, Suite B
St. Augustine, Florida 32084

File Number: 13-4348

General Warranty Deed

Made this August 14, 2013 A.D. By **Miguel Parets and Patricia Lowe-Parets, husband and wife**, whose address is: 414 Olive St., Palatka, FL 32177, hereinafter called the grantor, to **Paul J. Thompson and Maxie R. Thompson, as joint tenants with rights of survivorship**, whose post office address is: 168 Avenida Menedez, St. Augustine, Florida 32084, 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 the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

Lot 11, Block 22, according to the official maps of the City of St. Augustine, dated January 1, 1905, and June 12, 1923, on file in the office of the Clerk of Circuit Court of St. Johns County, Florida.

Parcel ID Number:

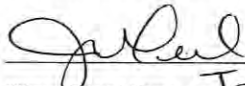
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

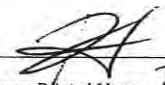
To Have and to Hold, the same in fee simple forever.

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 accruing subsequent to December 31, 2012.

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

Signed, sealed and delivered in our presence:


Witness Printed Name Jessica Peel

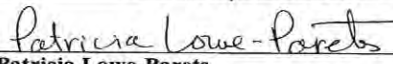

Witness Printed Name Robert McGee

State of Florida
County of St. Johns

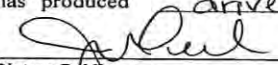
The foregoing instrument was acknowledged before me this 14th day of August, 2013, by Miguel Parets and Patricia Lowe-Parets, husband and wife, who is/are personally known to me or who has produced drivers licenses as identification.


Miguel Parets (Seal)

Address: 414 olive St.
Palatka, FL 32177


Patricia Lowe-Parets (Seal)

Address:


Notary Public
Print Name: Jessica Peel
My Commission Expires: _____



DEED Individual Warranty Deed - Legal on Face
Closers' Choice



St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2019 TRIM Notice

[2019 TRIM Notice](#)

2018 TRIM Notice

[2018 TRIM Notice](#)

Summary

Parcel ID	1985300000
Location Address	67 MARINE ST SAINT AUGUSTINE 32084-0000
Neighborhood	City/Bayfront (ICW) (SF) (612.42)
Tax Description*	CITY OF ST AUG LOT 11 BLK 22 OR3777/479 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Single Family (0100)
Subdivision	City of St Augustine
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	20.0503
Acreage	0.040
Homestead	Y

Owner Information

Owner Name	Thompson Paul J Et AL 100%
	Thompson Maxie R 100%
Mailing Address	PO BOX 70 SAINT AUGUSTINE, FL 32085-0070

Map



Valuation Information

Building Value	2020
Extra Features Value	\$99,593
Total Land Value	\$1,546
Agricultural (Assessed) Value	\$162,690
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$263,829
Assessed Value	\$24,434
Total Exemptions	\$239,395
Taxable Value	\$100,000
	\$139,395

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
2019	\$91,660	\$1,546	\$162,690	\$0	\$0	\$255,896	\$234,013	\$121,883	\$134,013
2018	\$92,778	\$1,546	\$162,690	\$0	\$0	\$257,014	\$229,650	\$127,364	\$129,650
2017	\$46,948	\$1,546	\$162,690	\$0	\$0	\$211,184	\$184,018	\$127,166	\$84,018
2016	\$95,013	\$1,546	\$162,690	\$0	\$0	\$259,249	\$220,670	\$138,579	\$120,670
2015	\$43,254	\$1,546	\$136,372	\$0	\$0	\$181,172	\$181,172	\$100,000	\$81,172
2014	\$40,710	\$1,546	\$123,932	\$0	\$0	\$166,188	\$166,188	\$0	\$166,188
2013	\$69,206	\$1,546	\$123,932	\$0	\$0	\$194,684	\$194,684	\$0	\$194,684
2012	\$70,224	\$1,546	\$123,932	\$0	\$0	\$195,702	\$125,835	\$119,867	\$75,835
2011	\$72,259	\$1,546	\$137,808	\$0	\$0	\$211,613	\$122,170	\$139,443	\$72,170
2010	\$73,277	\$1,546	\$153,120	\$0	\$0	\$227,943	\$120,365	\$157,578	\$70,365

Exemption Information

Exemption Type	Amount
Homestead	\$25,000
Homestead Band	\$25,000
Senior Exemption	\$50,000

Building Information

Building	1	Roof Structure	Gable Hip
Actual Area	1088	Roof Cover	Wood Shingle
Conditioned Area	1071	Interior Flooring	Hardwood
Actual Year Built	1880	Interior Wall	Drywall
Use	Single Family Residence	Heating Type	Air Duct
Style	01	Heating Fuel	
Class	N	Air Conditioning	Central
Exterior Wall	Wood	Baths	

Category	Type	Pct
Exterior Wall	Wood	100%
Roofing Structure	Gable Hip	100%
Roofing Cover	Wood Shingle	100%
Interior Walls	Drywall	100%
Interior Flooring	Hardwood	100%
Heating Type	Air Duct	100%
Air Conditioning	Central	100%
Frame	Wood Frame	100%
Plumbing	8 Fixtures	100%
Electrical	Average	100%
Foundation	Piers and Posts	100%
Floor System	Wood Frame	100%

Description	Conditioned Area	Actual Area
1.5 STORY	729	486
BASE AREA	270	270
FINISHED OPEN PORCH	0	99
FRAME ADDITION	72	72
PATIO	0	161
Total SqFt	1071	1088

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Masonry Wall	0	0	0	0	259

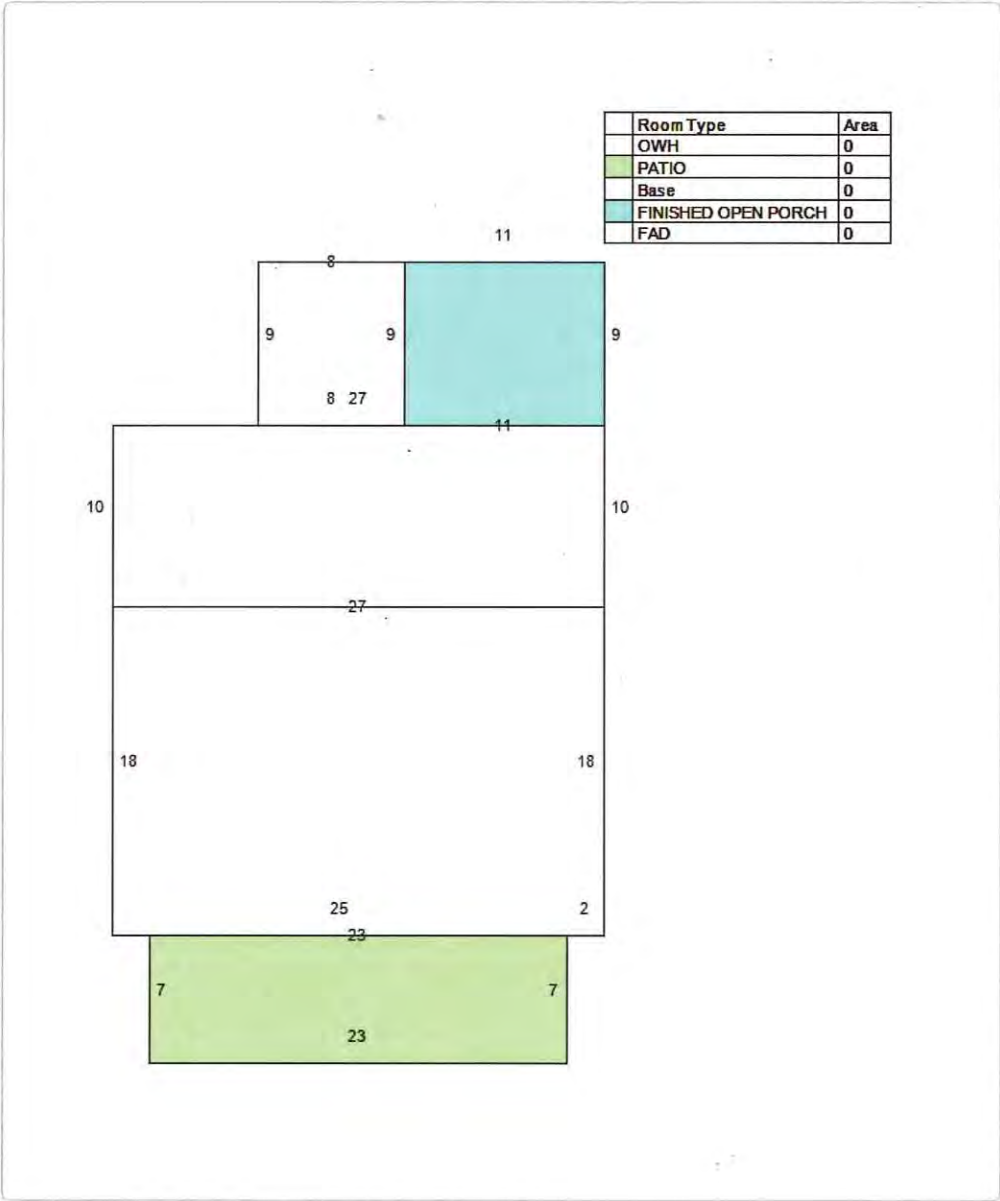
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	33	58	1914	SF	\$162,690

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/16/2013	8/14/2013	\$180,000.00	WD	3777	479	Q	I	PARETS MIGUEL	THOMPSON PAUL J ET AL
	7/7/1995	\$100.00	CD	1117	1581	U	I	MAKI JACK J & MAVIS	PARETS MIGUEL
	6/9/1995	\$125,000.00	WD	1113	708	Q	I	MAKI JACK J, MAVIS	PARETS MICHAEL
	5/12/1992	\$105,000.00	WD	942	1530	Q	I	MARQUIS ARTHUR E	MAKI JACK J, MAVIS
	12/1/1987	\$0.00		767	396	U	I		MARQUIS ARTHUR E
	12/1/1987	\$53,000.00		767	396	Q	I		
	10/1/1981	\$30,000.00		513	206	U	I		
	5/1/1981	\$0.00		492	444	U	I		

Sketch Information



The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
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Last Data Upload: 5/22/2020, 1:18:21 AM

Version 2.3.61



CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: August 19, 2020

RE: Old Town Trolleys Nights of Lights Agreement.

Attached is an agreement between the City of St Augustine (COSA) and Old Town Trolleys (OTT) allowing them to operate from the promenade, by the VIC, during the Nights of Lights. COSA has agreed to let OTT use this space during the Nights of Lights for several years now. Compared to past agreements between OTT and COSA, this agreement is slightly reduced in scope due to the pandemic. Modifications made are: No music will be played from the loggias this year, we will not require OTT trolley to make a donation to Investing in Kids (INK) because there is no music (normally supplied by the school district), and no cookies and hot apple cider will be given out at the end of each ride. Additionally, we added to the agreement that OTT will be responsible for not only cleaning the restrooms at the VIC, but also responsible for *sanitizing* and *disinfecting* them as well.

In addition, Dave Chatterton from OTT is will also present to you OTT's operational plan which is designed to keep all guests safe and socially distanced from one another.

If you concur, please place this agreement under staff presentation on the September 14th, 2020 commission meeting for their approval.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



James C. Piggott
Director, General Services

JCP

Enclosure

EXPANDED USAGE OF VISITORS INFORMATION CENTER AGREEMENT

This Expanded Usage Agreement is made this _____ day of _____ 2020, by and between **St. Augustine Historical Tours, Inc.** d/b/a Old Town Trolley Tours (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 12:00 a.m. and 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.

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., until all guests have been able to ride, from Saturday, November 21, 2020 - January 31, 2021.

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

City of St. Augustine

By: _____
Dave Chatterton
General Manager

By: _____
Authorized Signature

Date: _____

Date: _____

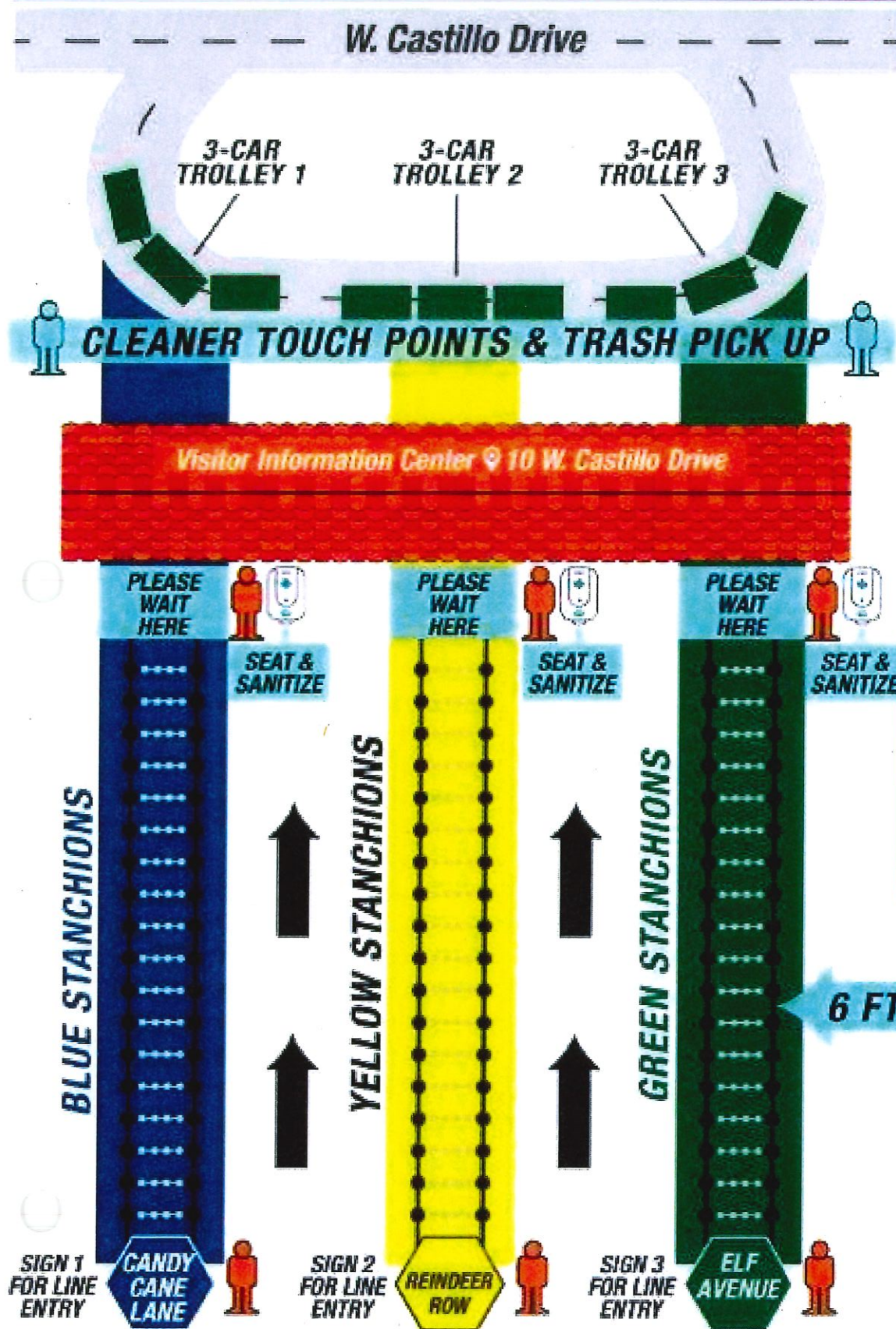
APPROVED AS TO FORM,
LOGAL SUFFICIENCY AND EXECUTION:

Isabelle C. Lopez, City Attorney

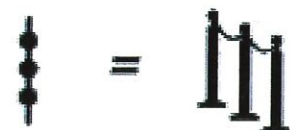
OLD TOWN TROLLEY'S

famous **Nights of Lights** Tour 2020

SEATING & SANITATION PLAN



KEY



Each Dot =
Specified Stanchion
Spaced 6 FT Apart



= NOL Boarding
Attendant



= NOL
Cleaner &
Trash Pick Up

= NOL Ticket
Holder/Rider
(max of 4 per
row)



= Hand
Sanitizer
Station

PLEASE
WAIT
HERE

= Sign at
Front of
Line



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 18, 2020

RE: **ORDINANCE 2020-02: PARKS, PUBLIC SPACES, AND EVENTS**

Please find attached Ordinance 2020-02, which adds appropriate regulations to city parks and other public and semi-public venues. As it stands now, there is very little in the way of written regulations for our city parks and other public spaces. The intent of these regulations is to provide more clear guidance to both staff and city residents and visitors to avoid conflicting uses. This ordinance creates Article VII of Chapter 22, Sections 22-521 through 22-533 regulating city parks, venues, and facilities. It creates three types of public spaces: parks, which are generally open to the public; venues, which can be used for public or private events, with the proper permit; and other facilities that the city has an interest in, such as the Lightner Museum and surrounding areas, the VIC and surrounding areas, the Llambias House, the Pena Peck House, and other proprietary city facilities, which are not generally open to the public.

The ordinance provides that the City Manager may post park hours, and if he or she does, it is a misdemeanor to enter onto or remain in a park while it is closed. The ordinance also lists certain activities that are prohibited in parks, venues, and facilities.

The ordinance also limits large-scale group feedings (a term of art used in court cases to describe open-air communal dining), which is an event that is intended or likely to attract more than twenty-five (25) people for the purpose of feeding. This would include commercial and non-commercial feedings at a city park. Such feedings would be limited to eight (8) permits per month per group for each park. Certain parks are excluded, if the park would be inappropriate for a large group feeding. These provisions mirror similar ordinances that have been upheld in other cities.

Finally, the ordinance requires special event and assembly applicants to apply to the City Manager using designated forms. The City Manager may also revoke a permit during a public emergency, and finally, the ordinance provides an appeal process to the City Commission.

Please place Ordinance 2020-02 on the September 14, 2020 City Commission agenda for second reading.

Thank you.


Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title: Ordinance 2020-02 creates Article VII of Chapter 22, Sections 22-521 through 22-533 providing terms of use for city parks, venues, and facilities.

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING ARTICLE VII OF CHAPTER 22 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING DEFINITIONS; DESIGNATING CITY PARKS, VENUES, AND FACILITIES; PROVIDING TERMS OF USE; PROVIDING PENALTIES; PROVIDING THE CITY MANAGER THE AUTHORITY TO DECLARE SPECIAL CONDITIONS AND EMERGENCIES; LISTING PROHIBITED ACTIVITIES IN CITY PARKS, VENUES, AND FACILITIES. PROVIDING REGULATIONS FOR LARGE GROUP FEEDINGS IN PARKS; REQUIRING A PERMIT FOR CERTAIN EVENTS IN THE CITY; REQUIRING AN APPLICATION FOR CERTAIN EVENTS IN THE CITY; PROVIDING REQUIREMENTS FOR THE CITY MANAGER UPON APPROVAL OR DISAPPROVAL OF A PERMIT; PROVIDING A PROCEDURE FOR APPEAL; PROVIDING DUTIES FOR A PERMITTEE; PROVIDING AUTHORITY FOR THE CITY MANAGER TO REVOKE A PERMIT UNDER CERTAIN CONDITIONS; PROVIDING PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, St. Johns County receives over 6 million visitors per year, millions of which come to downtown St. Augustine; and

WHEREAS, the City of St. Augustine welcomes millions of visitors per year into a small and dense space with limited public space, parking, and mobility options; and

WHEREAS, the City of St. Augustine is a small city of approximately 14,000 residents with only 53 sworn police officers; and

WHEREAS, the City of St. Augustine has limited space on City rights-of-way; and

WHEREAS, the City of St. Augustine is committed to keeping the City accessible for the mobility-impaired; and

WHEREAS, the City of St. Augustine strives to keep the City rights-of-way compliant with the Americans with Disabilities Act (ADA) and other federal and state regulations; and

WHEREAS, the City committed to maintaining its historic constrained rights-of-way accessible for residents and visitors using ADA mobility devices in *Access Now Inc. v. City of St. Augustine* by keeping its infrastructure ADA accessible wherever possible; and

WHEREAS, the City of St. Augustine owns parks and public spaces and also has parks within its boundaries that are owned by other governmental authorities; and

WHEREAS, the City of St. Augustine has a public health, safety, and welfare interest in keeping the parks within its jurisdiction clean, safe, and available for use by the general public, including residents and visitors; and

WHEREAS, the City of St. Augustine has a compelling interest in protecting parks and other public spaces from damage due to overuse by large groups and/or events, including physical damage to the landscape and hardscape; and

WHEREAS, the City of St. Augustine has an esthetic interest in avoiding visual clutter (see, e.g., *Members of the City Council of City of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984) and *Metromedia, Inc. v. San Diego*, 453 U.S. 490 (1981)); and

WHEREAS, the City of St. Augustine has a significant interest in keeping parks and other public spaces free from damage from digging, puncturing, or penetrating the landscape, or from traveling through or sitting or lying on shrubberies, flower beds, and other areas that can be damaged by the weight of a human, or from wear and tear due to heavy objects such as tables, chairs, and equipment that can damage grass; and

WHEREAS, the City of St. Augustine has a significant interest in ensuring the public safety and order and in promoting the free flow of pedestrian traffic in city parks, streets, and sidewalks. *Ayres v. City of Chicago*, 125 F. 3d 1010, 1015 (7th Cir. 1997); and

WHEREAS, certain parks are owned by the city or another governmental entity and are traditional parks, but others have a unique historical nature; and

WHEREAS, certain public spaces are not parks and are not generally open to the public, and should be preserved for their intended purposes, including as meeting spaces, public or private event spaces, proprietary governmental facilities, or otherwise; and

WHEREAS, the city may have an interest in certain public or private spaces that are owned and/or operated by a private entity; and

WHEREAS, the City of St. Augustine has a public health, safety, and welfare interest in enforcing limited park hours of operation; and

WHEREAS, the City of St. Augustine has a significant public health interest in preventing people from lying down on tables that are intended for serving and consuming food; and

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

WHEREAS, the City of St. Augustine has a significant interest in the safety and convenience of citizens using public fora such as parks, streets, and sidewalks. *Heffron v. International Soc'y for Krishna Consciousness*, 452 U.S. 640, 650 (1981); and

WHEREAS, large group feedings may be a burden to parks and neighborhoods, and thus should be spread around to different parks in different areas of the city in order to spread the burden around, consistent with *First Vagabonds Church of God v. City of Orlando, Fla.*, 638 F.3d 756 (11th Cir. 2011); and

WHEREAS, such a restriction is a reasonable time, place, and manner restriction. *First Vagabonds Church of God v. City of Orlando, Fla.*, 638 F.3d 756 (11th Cir. 2011); and

WHEREAS, the large group feeding restrictions limit the number of large group feedings in each individual park, but still allow for a large group feeding during each day of the month in the City of St. Augustine; and

WHEREAS, the City of St. Augustine has a significant public interest in requiring a permit to use city property for special events, so long as the regulations are necessary to serve a compelling state interest, content neutral, narrowly tailored to serve a significant government interest, and keep open ample alternative channels of communication. *U.S. v. Gilbert*, 130 F.3d 1458 (11th Cir. 1997); and

WHEREAS, the City of St. Augustine has a compelling government interest in ensuring that large public events are held in locations and spaces suitable for such events, and keeps traffic flowing freely in the City, and ensuring that the event has the proper government personnel, services, and physical facilities necessary to keep the event safe and sanitary for both eventgoers and members of the general public; and

WHEREAS, certain events require law enforcement personnel and/or the closure of public spaces and/or rights-of-way, which can be coordinated in advance through the permitting process; and

WHEREAS, certain areas of the city, due to the historical character or the area, the narrow streets and rights-of-way, or the sensitivity of the physical landscape and hardscape, are not appropriate for large public events; and

WHEREAS, the City of St. Augustine has made many areas of the City open to special events that are appropriate alternative channels of communication; and

WHEREAS, the City of St. Augustine does not base its decision-making process on the content of the event, but rather considers only content-neutral factors outlined in the Terms of Use for Public Property Manual; and

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

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

Section 1. Creating Chapter 22, Article VII, Sections 22-521 through 22-533. Chapter 22, Article VII, Sections 22-521 through 22-533 are hereby created, as follows:

ARTICLE VII. – Parks and public events.

Sec. 22-521 - Definitions

The following words and phrases, when used in this article shall, for the purpose of this article, have the meanings respectively ascribed to them in this section.

- (a) *Assembly* is any celebration, gathering, ceremony, show, exhibition, concert, pageant, rally, demonstration, or assembly of any kind, which is, (a) calculated to attract at any one time the physical attendance or attention of over fifty (50) persons, and (b) is held in or on any street, sidewalk, or right-of-way, or is held on other property which impacts adjacent streets, sidewalks, or rights-of-way to the extent that closure is necessary in order to assure the safety of vehicular and/or pedestrian movement in the area. For purposes of this article, a parade which meets the definition of section 24-126 is not considered an Assembly.
- (b) *Bathe* means to wash oneself or another while fully or partially nude, as defined by section 15-4 of the Code of Ordinances.
- (c) *Facility* refers to city-owned or controlled properties as listed and described in section 22-522(c) that are neither Parks nor Venues, but are sometimes open to the public for use or enjoyment. This definition, for the purposes of this Article, does not include city-

owned or operated locations used for public works or public services, such as lift stations, wastewater treatment plants, police or fire stations, internal offices of City Hall, or other similar locations that are not typically open to the public for the purpose of use or enjoyment.

(d) *Hardscape* is defined as an improved Sidewalk surface area, including, but not limited to, concrete, brick, pavers, tile, or other masonry materials, and statuary, memorials, or other decorative elements.

(e) *Landscape* is defined as an improved area of ground specifically intended to grow various plant materials, which may consist of turf, lawn, grass, trees, tree wells, shrubs, hedges, flowers, flowering plants (annuals and perennials), planter beds, planter pots, planter bowls, hanging baskets, and all plant materials contained therein.

(f) *Large Group Feeding* is defined as an event intended to attract, attracting, or likely to attract twenty-five (25) or more people, including distributors and servers, in a park owned or controlled by the City, including adjacent Sidewalks and rights-of-way in the City, for the delivery or service of free or nominally priced food. Excluded from this definition are activities of City licensed or contracted concessionaires, lessees, or licensees.

(g) *Manual* means the Terms of Use for Public Property Manual, as updated from time to time.

(h) *Parade* is defined as it is in section 24-126.

(i) *Parks* are those areas owned or controlled by the City or another governmental entity, which are generally open to the public as a public space, not including areas that are normally used for mobility, such as highways, Streets, Sidewalks or other walking paths (other than those Sidewalks that are part of the hardscape of a park), and other similar rights-of-way.

(j) *Park Grounds* are the real property, including Landscape and Hardscape upon which parks are located and any and all buildings, structures, trees, shrubbery, flowers, leaves, grasses, plants, fruit, dirt and rocks located above, on, or under said property.

(k) *Person* is any individual person, or any firm, partnership, association, corporation, company, or organization of any kind, or any combination of such persons.

(l) *Protest* has the same meaning as it does in section 22-4 and is consistent with case law and common usage.

(m) *Public Use* is any lawful utilization of Park, Park Grounds, Venues, and Facilities which is not prohibited by any applicable regulation, ordinance, or law and which does not in fact interfere with, or tend to interfere with or obstruct the use of the Park, Park Grounds, Venues, or Facilities by the general public or by any other person or person previously authorized to utilize the same.

(n) *Sidewalk* is any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.

(o) *Street* is any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.

(q) *Venues* are those locations that are owned and/or operated by the City of St. Augustine and may be permitted by the City for the purpose of holding public, semi-public, or private events.

Sec. 22-522 – Parks, Venues, and Facilities.

(a) The following are designated as city Parks solely for the purposes of administration of this Article and this subsection is not intended to be exhaustive nor is it otherwise intended to limit the City Commission or City Manager from designating other areas as Parks of the city:

1. Dr. Robert B. Hayling Freedom Park
2. Zora Neale Hurston Memorial Park.
3. Davenport Park.
4. Hamilton Upchurch Neighborhood Park.
5. Eddie Vickers Park.
6. Lighthouse Park/J. Edward “Red” Cox Recreational Facility.
7. Nelmar Terrace Park.
8. Joe Pomar, Jr. Park.
9. Project SWING.
10. Twine Park.
11. Gibbs Park.
12. Parque de Menendez.
13. Fish Island Park.
14. Coquina Park.
15. Oyster Creek Park.
16. Wiles Park.
17. Oglethorpe Park.
18. Any Park Landscape owned by another governmental entity, along with any interior or adjacent Hardscape. However, if another governmental entity controls public access to some or all of the Park Grounds, including enforcing its own terms of use and Park hours, it is not a park for the purposes of this article.
19. The areas of the Plaza de la Constitución that do not otherwise require a permit to use. The Plaza is listed as a Park solely for the purposes of administration of this article; there is no intention by the City of St. Augustine to in any way alter the historical character or nature of the Plaza or to provide any additional rights or benefits to the public with respect to the Plaza by listing it in this section. Nor is this ordinance intended to supersede sections 22-4, 22-6, or any other provision from another chapter, article, or section of this Code that regulates activity in the Plaza.

(b) The following are Venues and are explicitly not Parks for the purposes of this article:

1. Francis Field.
2. The Willie Galimore Center.
3. The Plaza de la Constitución’s Gazebo.
4. The St. Augustine Municipal Marina.
5. The Lightner Museum Courtyard.

(c) The city may have some property interest in the following Facilities, but they are neither Parks nor Venues, nor are they traditional public fora:

1. The Lightner Museum and surrounding areas to the east and west, including the courtyard, gardens, loggias, balcony, porch, staircase, and fountains.
2. The Visitor Information Center, Historic Downtown Parking Facility, and the promenade area between the VIC and the Parking Facility.
3. The Llambias House Garden and St. Francis Park.
4. Pena Peck House – Woman's Exchange.
5. Other properties that the city holds in trust, or that are held in trust on behalf of the City of St. Augustine, including properties subsequently acquired for the use and enjoyment of the public that do not meet the definition of Parks or Venues.
6. Other proprietary city Facilities not otherwise listed in this section that are sometimes open for the use or enjoyment of the public.

Sec. 22-523 – Park hours; penalty.

- (a) All Park, Venue, and Facility hours shall be as posted by the City Manager or his or her designee, except for the skate park at Hamilton Upchurch Neighborhood Park, which is closed for use from 8 p.m. until 9 a.m. between April 1 and September 30, and from 6 p.m. through 10 a.m. from October 1 through March 31, though the City Manager may post and enforce hours that are more restrictive.
- (b) Any Park, Venue, or Facility that has athletic fields, courts, or surface areas that are significantly and purposefully illuminated by the city or another governmental entity for nighttime use of such area shall be considered open while illuminated, regardless of normal or posted hours.
- (c) It shall be unlawful for any person to willfully enter upon and remain within any of the Parks, Venues, or Facilities listed above during such hours as the Parks, Venues, or Facilities are closed to public use. Such presence shall be punished as provided in section 1-8 of this Code.

Sec. 22-524 – City Manager authority.

The City Manager has the authority to:

- (a) Close or restrict the hours of operation for designated city Parks, Venues, and Facilities if, in his or her discretion, said closure or alteration is in the best interest of the public health, safety, and welfare and upon the erection of appropriate signs giving notice thereof.
- (b) Enforce regulations to cover emergency, hazardous, or special conditions and place and maintain appropriate signs to warn the public.
- (c) Make temporary rules regulating the use of listed Parks, Venues, or Facilities if such measures are deemed by the City Manager to be in the best interest of the public health, safety, and welfare. Such temporary rules shall not remain in effect for more than ninety (90) days without approval by City Commission, nor shall any such rule be binding upon the public unless indicated by appropriate signs.
- (d) Determine the terms of use for any city property, or property held in trust for the benefit of the city, to the extent allowed by law, charter, or ordinance, by publishing such terms of use, in which case, the City Manager's terms of use shall be controlling. Terms of use published by the City Manager must be consistent with any specific instrument

that provides terms of use for an individual Venue and may not prevail over the specific instrument, in the event of a conflict. Penalties and remedies for violations of the terms of use shall be in accordance with section 22-533 of this Code, unless the instrument provides penalties for that Park, Venue, or Facility. Additionally, the city may elect to pursue any penalty or remedy otherwise available at law.

Sec. 22-525 – Prohibited activities.

Except for activities of a governmental agency within the scope of its governmental authority, or unless specifically permitted to do so by a permit or approval issued pursuant to this Chapter, a person is not allowed to do any one or more of the following in a Park, Venue, or Facility owned or controlled by the City. These prohibited activities shall be enforced consistent with section 22-12 of this code, and state and federal law as interpreted by the courts.

- (a) Lie or otherwise be in a horizontal position on a table or where prohibited by signs.
- (b) Affix any hammock to any tree, light pole, sign, post, monument, or any other similar object, whether natural or man-made.
- (c) Sleep or otherwise be or remain in any bushes, shrubs, or other foliage.
- (d) Construct any hut, shanty, or other shelter.
- (e) Leave personal property unattended.
- (f) Cook foodstuffs except where grills or other food preparation areas are provided by the City.
- (g) Set or stoke a fire except where appropriate fire pits are provided by the City.
- (h) Discharge or deposit human wastes, except in toilets provided by the City. This provision does not prohibit discarding soiled diapers in a waste receptacle.
- (i) Drive stakes or posts, dig holes, or otherwise penetrate or disturb the natural surface of the ground. This does not apply to permitted events on Francis Field except as dictated by the Terms of Use for Public Property Manual or the event permit.
- (j) Arrange or place commercially rented or otherwise commercially provided chairs in conjunction with a permitted event, except for permitted events in the Lightner Courtyard or if specifically approved in the event permit.
- (k) Place tables, chairs, canopies, tents, and other obstructions on Landscape or rights-of-way without a permit.
- (l) Pick flowers or damage or remove plants, trees, shrubs, or any part of the park grounds.
- (m) Erect signs or affix signs to any tree, light pole, existing park sign, post or Park Grounds, except for signs containing government speech posted by the City Manager or his or her designee, unless otherwise allowed by the Terms of Use for Public Property Manual or the event permit.
- (n) Throwing, batting, hurling, or otherwise causing the flight of sharp or hard projectiles, except for in areas clearly intended for such purpose, such as a baseball field or tennis court, for example.
- (o) Kill, injure, harm, capture, chase, poison, or remove any wildlife, animal, or bird, or touch, break, remove, or relocate any animal, nest, or egg located above, upon, or under Park, Venue, or Facility grounds.

- (p) Write, paint, or draw on, or otherwise deface, damage, remove, or destroy any part of a Park or Park Grounds.
- (q) Use public restrooms to shave, bathe, shampoo hair, shower, or wash clothes to the extent that a person is nude, as defined by Section 15-4 of this Code. This provision is not intended to restrict the intended use of baby changing stations found in a restroom.
- (r) Bathe or otherwise be or remain in a water fountain and/or reservoir.
- (s) Climb, scale, stand, sit, or lie in or on any trash receptacles, monuments or memorials, light fixtures, chains, fences, railings, pavilions, planters, or newspaper dispensers provided for public use.
- (t) Fail to remove any excreta deposited upon public property including City Parks, Venues, Facilities, Landscapes, Hardscapes, Sidewalks, and rights-of-way by any animal within the care, custody, ownership, or control of such person.
- (u) Amplify sound or music without either a special permit, as described in section 11-92, or a notation that amplified sound or music is allowed on a permit issued under this Article. However, any permit for amplified sound or music at Hamilton Upchurch Neighborhood Park must be approved by the City Commission, notwithstanding the City Manager's approval authority for other types of permits. In evaluating noise permit requests for the Hamilton Upchurch Neighborhood Park, the City Commission shall only approve amplification of sound in a westerly direction, and the permit must include decibel compliance checks prior to the commencement of the permit period as well as continual monitoring throughout the event, to ensure adherence to the maximum permissible sound limitations in chapter 11, article IV of the Code. Any approval shall contain a specific condition that limits amplified sound at a skating event to announcements only, with no amplified music allowed.
- (v) Tie or chain an animal to any Hardscape or Landscape feature.
- (w) Add or install any temporary or permanent skating infrastructure Hardscape, ramps, pipes, rails, or other similar modifications or noise-producing elements at the Hamilton Upchurch Neighborhood Park, other than emergency repairs necessary to preserve public safety, without prior approval by the City Commission. The City Commission shall consider the impact of any change to the skating infrastructure to avoid creating a nuisance to the adjacent neighborhood. Specifically, any change in operational policy must address the design of the existing wall and its ability to attenuate sound propagation from the skating surface. Proposed physical changes to the skating infrastructure will require an acoustical engineering analysis of sound propagation, frequencies, and ambient noise level as these impact the adjacent neighborhood.
- (x) Alter, damage, or turn on or off a landscape utility faucet or sprinkling device, or alter, damage, or plug any device into an electrical outlet or fixture without written authorization to do so.
- (y) Park a vehicle anywhere other than a marked public parking stall or space without written authorization to do so.

Sec. 22-526 – Large Group Feeding in Parks

Unless conducted as part of the city's government speech or specifically permitted to do so by a permit approval issued pursuant to this article:

- (a) It is unlawful to knowingly sponsor, conduct, or participate in the distribution or service of food at a Large Group Feeding at a Park, Venue, or Facility owned or controlled by the City of St. Augustine without a Large Group Feeding Permit issued by the City Manager or his or her designee.
- (b) It is unlawful to fail to produce and display the Large Group Feeding Permit during or after a large group feeding, while still on the site, to a law enforcement officer upon demand. It is an affirmative defense to this violation if the offender can later produce, to the City Attorney or the Court, a Large Group Feeding Permit issued to him/her, or the group, which was valid at the time of the event.
- (c) The City Manager or his or her designee, shall issue a Large Group Feeding Permit upon application and payment of the application fee as established by the City. Not more than eight (8) Large Group Feeding Permits shall be issued to the same person, group, or organization for large group feedings for the same Park during the same calendar month.
- (d) The City Manager shall not issue a Large Group Feeding Permit for any Venue or Facility or for any of the following Parks:
1. The Plaza de la Constitución.
 2. Zora Neale Hurston Memorial Park.
 3. Davenport Park.
 4. Hamilton Upchurch Neighborhood Park.
 5. Project SWING.
 6. Coquina Park.
 7. Fish Island Park.
 8. Wiles Park.
 9. Oyster Creek Park.
 10. Any unnamed Park.
- (e) Any applicant shall have the right to appeal the denial of a Large Group Feeding Permit pursuant to appeal procedure in Section 22-528, with written notice to the City Manager and with a copy to the City Clerk.
- (f) Exceptions:
- (1) Any corporation, person, or other legal entity that holds a valid lease or licensing agreement with the city for use of the Park, Venue, or Facility is exempt from the requirements of this section to the extent that the lease or licensing agreement allows for Large Group Feedings, and the terms of the lease or licensing agreement are controlling. For Facilities, the lease or licensing agreement need not specifically address Large Group Feedings. It is sufficient that the lease or licensing agreement gives the corporation, person, or other legal entity control over the operations of the Facility.
 - (2) Any Park under the direct control of another governmental entity is exempt from the requirements of this section.

Sec. 22-527 – Permit required

- (a) A permit is required to conduct an Assembly on the rights-of-way of the City of St. Augustine or any Park or Venue.

(b) The issuance of such a permit from the City Manager shall not relieve any person from the duty to secure other permits or approvals as may be required by the City Code or other governmental agencies.

Sec. 22-528 – Application for event permit

Any person seeking the issuance of an event permit shall file an application as specified by the Terms of Use for Public Property Manual on forms provided by the City. All permits must be considered for approval by the City Manager or his or her designee. Applicants must adhere to a specific instrument governing terms of use at a particular Facility and the Manual. All applications must be completed on forms provided by the City in order to be considered.

Sec. 22-529 – Approval or disapproval of event permit

The City Manager or his or her designee shall approve or disapprove a timely filed, fully completed application for a permit. If the City Manager disapproves the application, the applicant shall be promptly notified in writing and the notice shall set forth the reasons for the denial of the permit.

Sec. 22-530 – Appeal procedure

Any applicant for a permit under this article shall have the right to appeal the disapproval of a permit by appealing the decision to the City Commission within 30 days of the date of the notice of disapproval. If the 30th day falls on a weekend or city holiday, or the appeal is delivered after 5 p.m. on the 30th day, no additional time shall be granted. The appeal to the City Commission shall be made by the applicant by filing a written appeal with the City Manager. The City Commission shall consider the appeal at the earliest practical regularly scheduled meeting following receipt by the City Manager of the appeal. The City Commission shall review the appeal, application, and the notice of disapproval with testimony from the applicant, if requested by the applicant. The City Commission shall direct the City Manager to issue a permit if the applicant has met the criteria set forth in this article and/or the Terms of Use for Public Property Manual for issuance of a permit. The City Commission's decision constitutes final administrative action.

Sec. 22-531 – Duties of permittee

- (a) A permittee hereunder shall comply with all permit directions and conditions, and with all applicable laws and ordinances, and with any requirements contained in the Terms of Use for Public Property Manual.
- (b) The applicant or other person heading or leading such event shall carry the permit upon his or her person during the event and shall display the permit upon demand by a city official.

Sec. 22-532 – Revocation of event permit

The City Manager or his or her designee may revoke a permit issued hereunder immediately upon violation of any provision of this Code, or a condition or requirement of the permit. The City Manager or his or her designee may revoke a permit when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the assembly would have an immediate and adverse effect upon the welfare and safety of persons or property.

Sec. 22-533 – Penalties

- (a) It shall be unlawful for any Person to stage, present, or conduct any Assembly, including a Large Group Feeding, in a public Park, Venue, or Facility without first having obtained permits therefor as herein provided, if required.
- (b) It shall be unlawful for any Person knowingly to participate in an Assembly or Large Group Feeding for which permits have not been granted if a permit is required.
- (c) It shall be unlawful for any person in charge of or responsible for the conduct of a duly licensed assembly or event to knowingly fail to comply with any condition of a permit.
- (d) Unless otherwise designated within a specific section, violations of this article shall be punishable as non-criminal infractions of city ordinances. Fines shall not exceed \$250.

Section 2. Inclusion in Code. The City Commission intends that the provisions of this Ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this Ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. 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 5. Effective Date. This Ordinance shall become effective immediately upon passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

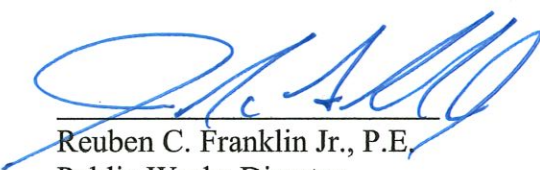
DATE: August 21, 2020

RE: Staff Agenda Item for September 14, 2020 City Commission Meeting;
Presentation for General Park Rules Signage Approval

Public Works requests a presentation be placed on the staff agenda for the September 14, 2020 meeting for Commission approval for a list of ten rules to be implemented as "General Park Rules" for all City of St. Augustine Parks, including 'Coquina Park', Twine Park, Project Swing, and others within the City of St. Augustine Limits.

Currently, there is no standardized list of regulations for City Parks. A few of the General Park Rules include no alcohol within the parks and hours of operation. Please see attached presentation, a draft of the sign that will be placed at City Parks for your approval.

Please let me know if you have any questions or concerns regarding this agenda item.



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

cc: City Attorney & Department Heads



CITY OF
ST. AUGUSTINE
— EST. 1565 —

General Park Rules

**Please enjoy your park,
have fun and be aware of the following:**

1. Parks are open from Sunrise to Sunset, unless otherwise posted.
2. Alcoholic beverages are prohibited per Sec. 4-5 of the city code.
3. No sleeping or lying on tables, landscape areas, or where prohibited by signs.
4. Amplified sound and music are prohibited, unless permitted under Sec. 11-92 of the city code or specified in an event permit.
5. Cooking is prohibited, unless at a designated area.
6. Hammocks are prohibited
7. Bathing is prohibited.
8. Do not leave personal property unattended.
9. Do not harm wildlife including birds and their eggs.
10. Do not damage City property.
11. Removal of plants and vegetation is prohibited.

Park activities are prohibited per Sec 22-525 of the city code.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: September 3, 2020

RE: Nights of Lights policy decisions regarding an early start date; use of Francis Field for overflow parking and development of an alternative lighting ceremony

Staff has been working with the business community on planning for the Nights of Lights season. We have had numerous discussions with businesses and, due to the loss of business because of the COVID-19 pandemic, the holiday season takes on even larger importance.

There are three policy issues I would like to discuss with the Commission:

1. A request to begin the Nights of Lights two weeks early. If the Commission concurs, the attached Ordinance will be First Reading to modify the start date;
2. We recommend canceling the park and shuttle program from the satellite parking fields due to COVID-19 concerns. In lieu of the shuttle program, I recommend that we open Francis Field as an overflow parking field;
3. Development of an alternative lighting ceremony that would lessen the COVID-19 risk of the typically large crowd in the plaza.

Thank you for your consideration.



John P. Regan
City Manager

ORDINANCE NO. 2020-26

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 3-23 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR THE START AND END DATES FOR DISPLAY OF THE NIGHTS OF LIGHTS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has adopted ordinances which establish the Nights of Lights within the historic districts; and

WHEREAS, the City Commission finds that the success of the Nights of Lights program provides extensive economic benefit to the City and its taxpayers, businesses and residents by increasing historic tourism visitation and by enhancing the general ambience of the City for both residents and tourists; and

WHEREAS, the City Commission further finds that the start and end dates of the display of lights should be amended in order to provide additional benefits derived from the Nights of Lights event.

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

Section 1. Amending Section 3-23. Section 3-23 of the Code of the City of St. Augustine is hereby amended to read as follows:

"Sec. 3-23. Sign regulations generally.

- (6) Seasonal or holiday light illumination standards for commercial and institutional uses within the historic districts:
 - a. Only clear colorless or white lights may be permitted for the exterior display of seasonal or holiday lights. ~~within the historic districts, except single-family residences within the HP-1 district.~~
 - b. The exterior display of seasonal or holiday lights ~~within historic zones~~ is allowed only during the ~~holiday season period~~ from the ~~third-first~~ Saturday of November of each year through ~~January 31~~ the first Sunday of February of the ensuing year. The lights shall not be illuminated ~~between February 1 and the third Friday of November of each year at any other time.~~ The city commission, by resolution, may ~~extend set~~ the last dates for display of the lights ~~to the Sunday following January 31 of any every~~ year.

..."

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 5. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 18, 2020

RE: **RESOLUTION 2020-11: TERMS OF USE FOR PUBLIC PROPERTY MANUAL**

Please find enclosed Resolution 2020-11, a companion to Ordinance 2020-02. This resolution formally adopts the Terms of Use for Public Property Manual published by the City of St. Augustine Public Affairs Department.

This adoption establishes the Manual as official city policy. Under the resolution, the City Manager or his or her designee may make periodic updates to the Manual, which will become official upon publication. The resolution clarifies that the Manual is subservient to the City Charter and the Code of Ordinances and may not conflict with either.

This resolution also clarifies that certain locations defined in Ordinance 2020-02 as Event Venues are not generally open to the public, and visitors are licensees. It also establishes that other areas the City has interest in or are held in trust by the City are dictated by a specific legal instrument, if such instrument exists, and that the instrument controls over the Terms of Use Manual. Like the Event Venues, these locations are not generally open to the public and visitors are licensees.

Please place Resolution 2020-11 on the regular City Commission agenda for adoption on September 14, 2020.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Resolution 2020-11: Formally adopts the Terms of Use for Public Property Manual.

RESOLUTION 2020-11

**A RESOLUTION FORMALLY ADOPTING THE
TERMS OF USE FOR PUBLIC PROPERTY MANUAL**

WHEREAS, the City of St. Augustine adopts the factual findings from the accompanying ordinance, City of St. Augustine Ordinance 2020-02; and

WHEREAS, this Resolution formally adopts the Terms of Use for Public Property Manual, and delegates approval updates of the manual to the City Manager or his or her designee.

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

Section 1. The Terms of Use for Public Property Manual, published by the City of St. Augustine Public Affairs Department, dated June 15, 2020, is hereby adopted and incorporated by reference and is attached hereto as **Exhibit "A"**. The City Manager or his or her designee may revise the manual, and any successor manual shall be incorporated by reference upon adoption by publication, and repeal and replace all prior manuals. The City Charter and Code of Ordinances shall prevail, to the extent that there is a conflict with the Terms of Use for Public Property.

Section 2. Terms of use for locations listed in Section 22-522(b) of the Code of Ordinances are dictated by the Terms of Use for Public Property Manual. Additionally, these locations are not generally open to the public. Visitors to these areas are licensees, and the City of St. Augustine, or another public or private entity that owns or operates those locations, may exclude non-licensees by any legally available means, including trespass.

Section 3. Terms of use for locations listed in Section 22-522(c), are dictated by any specific instrument that sets the terms of use for a particular location, including, but not limited to, any contract, agreement, trust, or other arrangement between the City of St. Augustine and another public or private entity that owns or operates the facility or area, as applicable to each particular location. Additionally, these locations are not generally open to the public except to the extent that visitors are licensees. The City of St. Augustine, or another public or private entity that owns or operates those locations, may exclude non-licensees by any legally available means, including trespass.

Section 4. This resolution shall become effective immediately upon adoption by the City Commission.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida this _____ day of _____, 2020.

CITY OF ST. AUGUSTINE, FLORIDA

ATTEST:

Darlene Galambos, City Clerk
(Seal)

Tracy Upchurch, Mayor-Commissioner

Terms of Use for Public Property

City of St. Augustine, Florida
Public Affairs Department
June 15, 2020

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Introduction

Mission

The City of St. Augustine's Public Affairs Department facilitates the guidance of events held on public property by providing professional and reliable services through its permitting process.

Philosophy

St. Augustine plays host to a wide variety and a large number of events, many which have become an important part of the community's tourist economy and often provide fundraising opportunities for community based charitable and service organizations. Many of these events depend on the facilities made available by the City of St. Augustine and the essential support services only a municipality can provide. By making these facilities and services available to event organizers at reasonable costs, the city supports the successful staging of events without placing an undue financial burden on public resources or diminishing the level of services the municipality is required to provide to residents, businesses and visitors.

Contact

Permitting and event services coordination for events held on public property in the City of St. Augustine is managed by the Public Affairs Department. Public Affairs can be contacted at the following locations:

P. O. Box 210, St. Augustine, FL 32085
Phn: 904.825.1004 / Fax: 904.825.1096
Email: events@citystaug.com
Web site: www.CityStAug.com
Social media: [@CityStAug](#)

I. Event site

Publicly-owned Or controlled land available for events are classified into three categories: venues, rights-of-way, and open use areas. Level of available services and regulations governing the use of each site varies.

Venues

Venues are specifically designated as event sites with supporting infrastructure. Events held in venues have standard operating procedures for city provided support services. They each require a rigorous application process including sufficient advance notice, application submittal, staff review process, and applying appropriate fee schedule upon approval.

Venues include Francis Field; The Plaza de la Constitución's Gazebo; the St. Augustine Municipal Marina; the Willie Galimore Center; and the Lightner Courtyard. Each venue has its own capacities and capabilities and are most appropriate for specific types of events, i.e. Francis Field for festivals, the Plaza Gazebo for concerts, and the Lightner Courtyard for small ceremonies.

The Public Affairs Department manages all permitting for all venues except for the St. Augustine Municipal Marina and the Willie Galimore Center. Information about events at the marina is available at 904.825.1025 and for the Galimore Center by calling 904.209.4325

Rights-of-Way

Rights-of-Way are generally the city's streets and sidewalks, both those maintained by the city and those under the management of the Florida Department of Transportation. Events in the rights-of-way have standard operating procedures for all city provided support services and require a rigorous application process including sufficient advance notice, application submittal, staff review process, and applying appropriate fee schedule upon approval. Rights-of-way are most appropriate for runs, walks, parades, processions and street events.

Open Use Areas

Open use areas are available for public use on a first-come/first-serve basis. They may not be reserved for exclusive use and use of these areas must not restrict access by the general public. The city provides no support services for events in open use areas and no permit or fees are required. Open use areas include Davenport Park, Oglethorpe Park, Hamilton Upchurch Park, Parque de Menendez, Robert B. Hayling Freedom Park and Project SWING. Open use areas are most appropriate for family birthday parties, picnics, and other small private events held in a public space. Commercial use of these areas require a permit for exclusive use. St Johns County Parks and

Recreation Department manages the use of Pomar Park and Eddie Vickers Park. To rent these sites call 904.209.0382.

II. Event date

Availability

All events require contact with the Events and Venue Coordinator to determine the availability of the date and space requested and to determine if the location is the most suitable for the proposed event. Initial information required includes proposed date and site, estimated attendance, contact information, and a brief description of the event.

Block out dates

The use of Francis Field is limited by specific dates during which events are not permitted. Those dates are:

- The months of March and April;
- The Saturday before Thanksgiving through January 31 of the following year;
- Friday, Saturday, Sunday and Monday of weekends with a federal Monday holiday, including Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Labor Day, and Columbus Day;
- Independence Day and the day before and after being July 3, 4 and 5;
- The day of and two days prior to the Daytona 500 which is held on the third Sunday in February;
- The Fridays, Saturdays and Sundays of Daytona Beach's Bike Week being the second and third weekends in March; and
- The Friday, Saturday and Sunday of Daytona Beach's Biketoberfest being the third weekend in October.

Additionally, Francis Field may not be used for new events on consecutive weekends nor multi-day events, except those held between October 1, 2016 and September 30, 2017.

Date and space availability

A date and specific site may not be reserved more than two calendar years in advance, although first right of refusal of any specific date in a specific location will be given to any organizer who held an event on that specific date or weekend (i.e. 3rd weekend in June) the previous year in the specified location.

Request for specific date and location is addressed with consideration given to:

- Whether or not the date and site requested was used for an event the previous year and if so, will that event be reoccurring;
- The proximity of the requested date to the date of other events using the same site in order to allow sufficient time for cleaning/recovery; and

- If the requested date coincides with a major holiday or event which is likely to create a significant demand on city services and resources.

Scheduling confirmation

Upon staff determination that the date and space requested are available and are the most suitable for the event, the organizer may submit an application along with the non-refundable application fee and reserve the date and space.

III. Event planning

Operations profile

No later than seven months prior to an event, the organizer will submit an operations profile for review by the Events Review Committee. Some events may require a longer lead time because of their complexity, but seven months is a minimum for all large events. The operations profile includes:

1) Profile form

The profile form provides a summary of the event including contact information, proposed date, estimated attendance, type of activities, name of insurer, and brief description of required city services. A \$25.00 application fee must accompany this form.

2) Site plan

The site plan provides an illustration, drawn to scale, of the venue space being used or the-rights-of-way where the event will take place.

3) Deposit

A refundable security deposit is required of all large events. The amount is determined by the scope of the event, including expected costs incurred for city support services. This amount may be adjusted based on the unified operations plan.

4) Insurance provider

Organizer must identify the insurance carrier that will provide applicable certificates of insurance with the City of St. Augustine named as an additional insured. A copy of the certificate of insurance is required within 30 days of the event or the approval may be delayed or cancelled.

5) Mobility Plan

Large events require a mobility plan in cooperation with the city's Mobility Office. This may include traffic assistance from the St. Augustine Police Department and/or parking and shuttle services at the expense of the event. Factors determining the scope

of a mobility plan for the event is a topic that is covered during the organizer's meeting with the Event Review Committee. An event can request additional shuttle services than the City requires that are paid at their own expense.

Event Review Committee

The Event Review Committee is an interdepartmental team representing those areas where city services are impacted by an event. The committee reviews the operations profile and meets with the organizer to discuss the event's details and review the site plan. Only completed profiles will be reviewed. Incomplete profiles will delay the review process and jeopardize the event's approval schedule. Meetings of the committee includes representatives from:

- City Attorney's Office
- Fire Department
- General Services Department (Municipal Marina, Facilities Management Group)
- Mobility Office
- Planning and Building Department
- Police Department.
- Public Affairs Department (which chairs the committee)
- Public Works Department (Streets/Grounds, Solid Waste/Sanitation Divisions)
- Visitor Information Center

Risk Management

All events, both those in venues and upon the rights-of-way, will be reviewed to identify risk factors related to the event's public safety risk. An Incident Action Plan may be created to become part of the unified operation plan for the event. The Incident Action Plan (IAP) may be coordinated by a multi-jurisdictional team of police, fire, rescue, and marine patrol personnel and other resources. An example of an event with risk management factors considered is Fireworks over the Matanzas, the yearly fireworks event on the 4th of July.

Operations Profile Review

In reviewing the operations profile, the Event Review Committee will consider:

- If the site can adequately accommodate the event taking into account the site's infrastructure, the event's expected attendance and format (i.e. festival, concert, fair, run, parade).
- If the event coincides with other events and thus may place an undue burden on the delivery of city services to the event and/or to the community.
- If the event is in compliance with all permitting and licensing requirements from other jurisdictions, including federal, state, county and city.
- If the event may pose a public safety issue to residents, businesses, and visitors, while not considering content of speech, message, or reaction to the message.

- How the event will impact neighborhoods in the immediate vicinity (i.e. noise, litter, traffic).
- To what extent the organizers adhered to content-neutral city ordinances or policies or other applicable laws from past events.
- If the event will place an undue strain on city services including those for crowd control, policing, security, parking, solid waste or traffic.
- The organizer's demonstrated ability to manage the event.

In reviewing the operations profile, the Event Review Committee will not consider:

- Content of speech or message that may be conveyed by the event, or the identity or associational relationships of the organizer, or assumptions or predictions as to the public response to the content of speech or message conveyed by the event.
- Only time, place and manner may be controlled as necessary to meet rules, regulations and public safety.

Recommendations of the Event Review Committee are submitted to the City Manager or his/her designee for final approval. If an event's application is denied by the City Manager, the applicant may appeal to the City Commission. The City Manager shall make his/her approval determination in accordance with the criteria outlined in the "Operations Profile Review" section above.

IV. Event Operation

Unified Operations Plan

A unified operations plan is developed based on the meeting between the organizer and the Event Review Committee. The unified operations plan, managed by the Public Affairs Department, will specify:

1) The level of city-required support services

The plan will specify levels of city provided services for the event including those associated with site use, solid waste and utility service, public safety, and other personnel and/or equipment. The plan will include an estimated total cost for the services, the amount to be pre-paid, and the amount of any required deposit.

2) The responsibilities of the organizer

The plan will reiterate that an organizer's primary responsibility is adherence to the general policies for events and those specific to the site being used. Additionally, the plan will specify any other responsibilities belonging to the organizer (i.e. securing

applicable permits, informational out-reach to the community regarding the event's impact, securing security personnel and crowd control).

3) The checklist and timeline

The plan will include a checklist of all required documents, permits, fees and required inspections and a timeline indicating benchmarks at which point certain items must be completed so as not to jeopardize the event approval process. Events using a venue may be required to secure permits for the sale of food and beverage, while those using rights-of-way may need permits from the Florida Department of Transportation. All events must provide documentation of insurance as specified.

4) Defining specific logistical considerations

The plan will include logistical considerations developed to facilitate both the delivery of city services and the event's operations. Such considerations include temporary removal of obstructions such as trash receptacles, or temporary closing of certain streets, or rerouting of traffic.

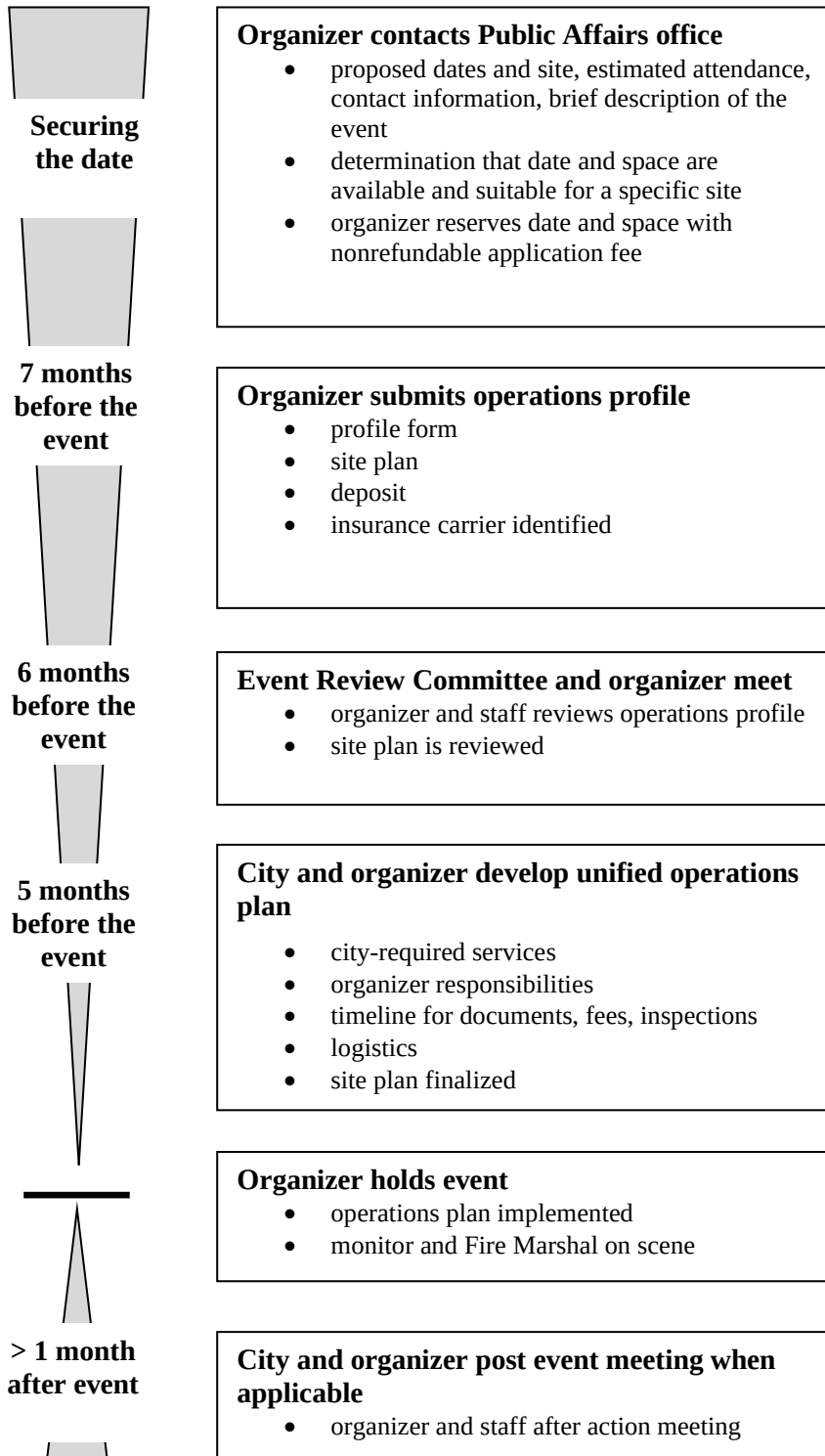
Event summary

The event summary is an internal, one-page synopsis of city provided services for an event. The summary is prepared by the Events and Venue Coordinator. It provides information from the unified operations plan and is distributed to city personnel involved with event management two weeks prior to the event.

Event Monitor

The city will designate a city employee to act as Event Monitor who will be the event organizer's primary point of contact for issues related to city provided services. Based on the size and complexity of the event, the Event Monitor will be on-site as necessary and on-call throughout the event to act as liaison between the organizer and all city personnel. The event will pay for all expenses incurred with having the Event Monitor available and on-call during the event. These expenses are rare but possible.

Event planning and management timeline



V. General policies

Compliance

Organizer is responsible for compliance with all applicable City of St. Augustine ordinances including those related to signage, banners, noise, fire prevention, alcohol sales and consumption, occupancy, crowd control, and emergency evacuation.

Insurance

The organizer must provide a certificate of insurance verifying a general liability policy coverage in the amount of not less than \$1,000,000 per occurrence / \$1,000,000 aggregate and including the City of St. Augustine as a certificate holder/additional insured. No event will be held without proof of required insurance.

Portable toilets

The organizer is responsible for providing sufficient portable toilets, including disabled accessible toilets, hand washing stations and portable holding tanks based on expected attendance, number of days of the event, the nature of cooking and foodservice consistent with the requirements of the Americans with Disabilities Act. The organizer and the provider of the portable facilities shall comply with the Standards for Onsite Sewage Treatment and Disposal Systems, State of Florida Department of Health, Chapter 64E-6.0101, Fla. Admin. Code. The location of all portable facilities must be specified in the operations profile.

Alcoholic beverages

The organizer is responsible for ensuring that the distribution and consumption of alcohol is conducted only as allowed by law and in compliance with all required permits. The organizer is responsible for securing and completing the Application for One/Two/Three Day Permit or Special Sales License (Form DBPR-ABT-6003) from the Florida Department of Business & Professional Regulation and securing appropriate signatures from the City's Planning & Building Department. Alcoholic beverages may be sold and consumed only where and when permitted by law. Any event allowing sale or consumption of alcoholic beverages will be required to have additional security by the St. Augustine Police Department during hours when alcohol is distributed and/or consumed at a level determined by the Police Department. The Police Department reserves the right to approve the placement of points of alcohol service.

Public safety

The City of St. Augustine Police Department and the St. Augustine Fire Department are the lead agencies for public safety relating to events within their jurisdictions. Both departments will work with the organizer to develop a suitable plan that will provide a safe environment for participants and attendees and not impede the event's operations.

Representatives from each department will determine the level of service an event requires based on the type of event, location and expected attendance. If the event's impact causes limitations on access to certain areas by the fire department, the organizer is responsible for the cost of the establishment of a temporary satellite fire unit. The cost of all public safety services is the responsibility of the organizer.

Crowd Control Managers

Additionally, for any event with 250 or more attendees, the organizer is responsible for ensuring the event has trained Certified Crowd Managers at a ratio of 1:250 attendees and as provided in accordance with National Fire Protection Association standards (NFPA 101.12.7.6).

Amplified sound

The City prohibits unreasonable or disruptive noise that is incompatible with normal activities in certain locations at certain times. City ordinances require that "no person shall cause, suffer, allow, or permit the operation of any source of sound in such a manner as to create a sound level that exceeds the sound level limits" (ART IV. Section 11-86--11-94). There may be instances when the organizer will request to use amplification as part of an event that will exceed noise levels as defined in Sec. 11-88. Regulation of noises shall be according to the conditions and limits stated on the permit. Permits for entertainment may be granted under the following conditions set forth in 11-92:

- 1) The function must be open to the public (admission may be charged);
- 2) The function must take place on public property;
- 3) The permit will be given for only eight hours in one twenty-four-hour day;
- 4) The function must be staged between the hours of 9:00am and 12:00am.

The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood, including placement of stages and speakers, use of mufflers, screens or other sound-attenuating devices. Bullhorns are prohibited in all instances except in emergency situations.

Weapons

Weapons, including firearms, knives, etc., whether modern or historic in nature, are prohibited in any event unless they are an essential part of entertainment, exhibits or demonstrations and their use is approved by the City of St. Augustine Police Chief or his designee. Events utilizing historic weapons must meet safety standards set by the St. Augustine Police Department including proof of applicable certifications and sufficient levels of training with such weapons specifically for public demonstrations utilizing such weapons. If discharge of weapons will occur as part of the demonstration, a trained Historic Weapons Supervisor/Leader must be on scene during firing demonstrations and safety zones must be established and well defined.

Signage

Signs that are part of a permitted special event must comply with the terms and conditions of the approved event permit. Applicants should identify their signage needs as part of their event permit application. City staff will provide applicants with pre-approved locations, sizes, and duration for typical event signs. Applicants with specific event sign needs must provide the sign specifications to City staff no later than three (3) weeks prior to commencement of the event. City staff will approve or deny the special event signage within ten (10) days of submittal. An applicant may appeal the staff denial of their event signage by filing a written appeal no later than five (5) days from the date of denial, with the City Manager or his or her designee. The appeal must state with particularity the basis for the appeal and include any supporting documents. The City Manager or designee shall approve or deny the appeal within five (5) days of submittal of the appeal, and his or her determination shall be the final administrative action on the matter. All signage will be reviewed for placement location, massing, size, and materials. Criteria used by City staff for evaluating event signage shall include building code and life-safety considerations, obstruction of other signs or residential or business entrances, visual impact on scenic or historic vistas, damage to buildings, landscape, hardscape, or other infrastructure, and potential for confusion with official traffic control devices. All signs must comply with state and federal law, as well as, the requirements of the City code. Any signs placed on the fence at Francis Field can only be placed up to five days before the event takes place. Signs are not allowed to be placed on the Gazebo or free standing in the Plaza. Only handheld signs are authorized in the Plaza de la Constitución.

Fireworks

Fireworks or other pyrotechnics, including smoke-producing devices are prohibited unless approved by the City of St. Augustine Fire Marshal.

Open fires

Open fires are prohibited unless approved by the City of St. Augustine Fire Marshal.

Overnight Camping

City ordinances prohibit sleeping overnight in vehicles on public property, thus event participants, including entertainers, vendors, volunteers, etc. are not permitted to stay in recreational vehicles, campers or other vehicles overnight.

St. Johns County Local Business Tax

The St. Johns County Local Business Tax is regulated by Florida Statute 205 and St. Johns County Ordinances 72-2 and 87-36. The organizer may elect to pay the Business Tax Receipt in a single specified amount for the event or may acquire the Business Tax Receipts on behalf of the vendors and pass that cost along to each vendor. Otherwise,

each vendor will be required to obtain an individual Business Tax Receipt. An application may be made in advance with arrangements through the Tax Collector's office or an onsite visit by Tax Collector Field Inspectors. To obtain the downloadable Business Tax Receipt Application or learn more about the regulations visit the St. Johns County Tax Collector's web site at www.sjctax.us/BusinessTax.aspx. For additional details or to make arrangements for staff to visit the event during set-up, contact the Tax Collector's office at 904.209.2285. The City of St Augustine does not have a separate Business Tax.

Site maintenance

The City of St. Augustine has an obligation to maintain public property and reserves the right to conduct such measures as is necessary to ensure that maintenance is performed in a timely manner to structures, landscaping and public rights-of-way. Every effort will be made to notify an event organizer of scheduled or emergency maintenance when such maintenance may affect an event and will work with the organizer to minimize any inconvenience arising from such maintenance. Should the organizer decide not to use the site because of such circumstances, fees for unused services will be refunded. The City of St. Augustine is not liable for any expenses incurred by the organizer arising from unscheduled or emergency maintenance or rescheduling of an event when the area is closed.

VI. Site descriptions

Following are brief descriptions of sites managed by the city that are available for special events. These descriptions are not meant to be comprehensive, but rather to offer a general guide regarding holding an event on public property and typical uses for each. Each site carries guidelines specific to that location. Event sites are divided into two general categories:

- A. Venues
- B. Rights-of-way

A. Venues

The City of St. Augustine has distinct venues for the staging of events. Each carries its own policies governing its use, level of available services, use fee structure, and suitability for specific types of events.

The following summaries of venues is provided as a guide to introduce each site, identify its location and the type of event most suited for that specific venue. These summaries are not intended as comprehensive sources of all rules and regulations governing the use of each venue; that information will be provided in the context of discussions between staff and the event organizer. Venues are:

- Francis Field

- The Willie Galimore Center
- The Plaza de la Constitución's Gazebo
- St. Augustine Municipal Marina
- The Lightner Courtyard

1. Francis Field

Location: 55 W. Castillo Dr.

Summary: Francis Field is approximately a four-acre site located just east of the intersection of Ponce de Leon Blvd. (US Hwy 1) and West Castillo Dr., adjacent to the municipally operated St. Augustine & St. Johns County Visitor Information Center and the Historic Downtown Parking Facility. The site has a grass surface fenced by a 40" chain-link fence with vehicular and pedestrian entrances. Basic utilities (water and electric) are offered along with a small event support building known as the Dental Building.

Use: The site is most often used for large festivals and arts and craft shows that draw a large crowd.

2. The Willie Galimore Center

Location: 399 Riberia St.

Summary: The Willie Galimore Center is adjacent to Eddie Vickers Park. Built as a multi-purpose facility in 1984, the facility features two function rooms. The large room will seat 143 people in a banquet style and can accommodate up to 280 people for a stand-up event, such as a reception. The smaller room will seat 30 people for dining and 80 people for a stand-up event. The facility also features a kitchen, with ice machine, and restrooms sufficient for the facility's capacity.

Use: Receptions, dinner functions, showers, exercise and arts/crafts classes and meetings that desire an indoor venue.

Information and reservations: Call 904.209.4325.

3. The Gazebo in the Plaza de la Constitución

Location: bounded by St. George St., Cathedral Pl., Charlotte St., King St.

Summary: The Plaza de la Constitución, listed on the National Register of Historic Places, is located in the center of downtown St. Augustine and has served as a gathering place since the late 16th century. Use of the site is strictly limited to The Gazebo in the center of the site which includes a small thrust stage, electrical service and interior lighting. The Gazebo has a two-hour limit for use in a 24 hour period. No signs or banners may be hung on this structure or placed in the ground.

Use: Events in the Gazebo stage such as concerts, presentations, ceremonies and rallies.

4. St. Augustine Municipal Marina

Location: 111-E Avenida Menendez

Summary: The St. Augustine Municipal Marina is located in the heart of St. Augustine, just south of the Bridge of Lions. This location provides a picturesque and convenient harborage for sail and power boats with staff on duty 24/7/365. Fuel, oil, ice, and complimentary pump-out stations, secure restroom/shower facilities, and a laundromat are available on site. The site also includes ~7,000 sq.ft. lawn event space along the waterfront.

Use: Waterfront related events including boating clubs, fishing tournaments, concerts, weddings, and private parties, governmental, civic and social gatherings. Event catering, tents, tables, chairs and set up for all events are available through the Municipal Marina. The lawn area is available for use separate from the marina. Electrical power, potable water and public restrooms are available on site.

Information and reservations: Call 904.825.1026

Wedding Information: 904.826.0166

5. The Lightner Courtyard

Location: 75 King St.

Summary: The Lightner Courtyard, an open interior space in The Alcazar Building, built in 1889 as the Alcazar Hotel, is now the location of the Lightner Museum and the St. Augustine's City Hall. Activities in the area are limited by available space, time of day and number of participants because of the building's primary use as an office and commercial space.

Use: Wedding related events including ceremonies, rehearsals, and photography sessions.

B. Rights-of-Way profiles

Events staged on the streets or sidewalks of the city are considered to be in the rights-of-way. Such events take extraordinary planning and management to ensure the safety of event participants, attendees and spectators. Additionally, such events by their very nature will disrupt the community which relies on the dependable access to its streets and sidewalks so strict management of location, time, and route is necessary. As rights-of-way events are being planned the City may specify pre-determined routes for rights-of-way events that will offer greater public safety and may be most cost effective for the organizer.

No rights-of-way event will be permitted that requires the closing of a street and/or interruption of traffic for more than two hours except those which were held between October 1, 2016, and September 30, 2017.

For rights-of-way events in the area bounded by Matanzas Bay, Bridge Street, Ponce de Leon Boulevard, and Grove Avenue and events affecting Florida Department of Transportation-maintained roads for more than 15 minutes:

- Athletic events must be on a Saturday or Sunday and may start as early as 6:00 am and must conclude their use of the rights-of-way by 10:00 am if on a Saturday and 12:00 pm if on a Sunday;
- Athletic events held on Sunday are limited to two Sundays per year total whether the two events are organized by one or more organizations; and
- Parade events may start as early as 9:00 am and must conclude their use of the rights-of-way by 12:00.

Events held in the rights-of-way may be defined as one of five types based on size and format of the event.

- Parade
- Procession
- Athletic event
- Walk
- Street event

1. Parade

A parade is an event held at a specified time and date, has a pre-approved route along public streets, and requires the rerouting or interruption of vehicular traffic for more than fifteen minutes. The City of St. Augustine has two pre-determined parade routes of varying lengths and complexity, the Downtown Loop (~1.2 miles) and the San Marco/Downtown Route (~1.6 miles). Additionally, because of the varying length and complexity, some parades are more suitable for one route over another.

2. Procession

A procession is an event held at a specified time and date, has a pre-approved route along public streets, and requires only intermittent interruption of vehicular traffic and never for more than fifteen minutes. The City of St. Augustine has pre-determined procession routes of varying lengths and complexity, although because of processions' brevity there is greater flexibility in developing unique routes. Additionally, processions may be small enough to remain on sidewalks and only interface with traffic at designated pedestrian crossing points.

3. Athletic Event

An athletic event is an event held at a specified time and date, has a pre-approved route along public streets, and requires rerouting or interruption of vehicular traffic for more than fifteen minutes and likely intermittent interruption of vehicular traffic. The city has pre-determined athletic event routes of varying lengths and complexity. Any athletic event with a route over 5K in length, must have a contract ambulance on scene for emergency response.

4. Walk

A walk is an event held at a specified time and date, has a pre-approved route along public sidewalks, and does not require rerouting or interruption of vehicular traffic. Although the City of St. Augustine does not have pre-determined walk routes, because they remain on sidewalks and only interface with traffic at designated street crossing points, routes of previous walks will be provided for consideration as requested.

5. Street event

Residents and/or businesses in a specified area may request the closure of a street they have in common/share for a street event. The closure must not interfere with the normal flow of business for areas outside the specified area and must not create an impediment to emergency services. Granting a street event permit is allowed only for the enhanced safety of pedestrians attending the event and does not permit the placement of any items (i.e. tables, chairs, stage) in the street. Additionally, all ordinances regulating activity on a public street remain in force (i.e. open alcoholic beverage containers, signage). Examples of street events include those held in a residential area by neighborhood associations or in business districts when anticipated crowds dictate such closing for pedestrian safety. Street events are subject to all the requirements as other events (i.e. insurance, crowd managers, etc.).

VII. Filming and Photography

All commercial filming and photography that takes place on public property requires a permit specific to the event. Permit requests must contain the date, time and locations being requested. Based on the complexity of the event, police officers may be necessary to assist with maintaining public safety when streets or sidewalks will be impacted and restrict public access.

VIII. Fees

Fees associated with events held on public property are determined at a rate sufficient to cover all costs of the services delivered by the City of St. Augustine. These costs are known as cost recovery fees. There are some basic fixed fees that remain unchanged (i.e. application fee, site use fee), and others that vary based on cost recovery (i.e. personnel by the hour or solid waste by the volume). For some events, depending on their complexity, an exact determination of costs prior to the event may not be possible, but city staff will work diligently to provide an accurate estimation based on the past history of the specific event or similar events. Estimation of costs will be determined during the development of the unified operations plan when details and level of city provided services of the event are confirmed. The current fee schedule can

be obtained by contacting the Event & Venue Coordinator with the Public Affairs Department at events@citystaug.com.

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: August 21, 2020

RE: Agenda Item for September 14, 2020 City Commission Meeting
Resolution 2020-29: Requesting SJRWMD and the FL DEP
Reduce Permit Application Fees

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

With City Commission approval the City receives a reduction of the annual permit application fees for Fiscal Year 2020-2021 from the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

Please add Resolution 2020-29 to the City Commission Meeting agenda for Monday, September 14, 2020.



Reuben Franklin, P.E.
Director, Public Works

Attachments: Resolution 2020-29
SJRWMD District Form No. 40C-1.603(13)
FL DEP Request to Reduce Annual Fees Application

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

RESOLUTION 2020-29

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

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

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

WHEREAS, the City of St. Augustine, a municipality, further certifies that it qualifies for permit processing fee reduction for the fiscal year October 1, 2020 through September 30, 2021 since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; and

WHEREAS, this documentation is established by the attached Memorandum from the Florida Department of Revenue dated August 3, 2020.

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

That the City of St. Augustine, a municipality, does hereby request that the St. Johns River Water Management District and the Florida Department of Environmental Protection reduce the permit application fee for public purpose projects for which the City of St. Augustine, a municipality, is the permit applicant to a fee of \$100 per permit, or if the permit application fee is less than \$100 by 50 per cent, for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida this ____ day of August, 2020.

ATTEST:

Tracy Upchurch, Mayor

Darlene Galambos, City Clerk

(SEAL)



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

August 03, 2020

Glabra Skipp
P.O. Box 210
St. Augustine, FL 32085

CITY OF ST. AUGUSTINE

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

	<u>City of St. Augustine</u>	<u>Florida</u>
Total Just Value	2,914,344,787	2,954,763,502,501
Total Assessed Value	2,389,592,953	2,495,820,176,862
Taxable Value	1,761,874,600	1,995,476,570,201
Exempt Amount	627,718,353	500,343,606,661
Population	14,653	21,091,609
Per Capita Taxable Value Average	120,240	94,610
Percentage of Assessed Value Exempt from Taxation	26.27%	20.05%
Millage	7.5000	
Sources: "Ad Valorem Data Book 2019" (DOR) and "Florida Estimates of Populations 2019" (BEBR)		

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

Property Tax Oversight, Research & Analysis

ak

☐ COUNTY ☒ MUNICIPALITY

RESOLUTION NO. 2020-29

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

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

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

- ☒ is a municipality with a population of 25,000 persons or less; or
- ☐ is a county which had a population of 50,000 persons or less on April 1, 1994, and which currently does not have a population exceeding 75,000; or
- ☐ is not included within a metropolitan statistical area; and

WHEREAS, City of St. Augustine ☐ County ☒ Municipality further certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, 2020 through September 30, 2021 due to one or more of the following factor(s):

- ☐ Per capita taxable value is less than the statewide average for the current fiscal year; or
- ☒ Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; or
- ☐ Any condition specified in section 218.503, Florida Statutes, that determines a state of financial emergency; or
- ☐ Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or

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

WHEREAS, these factors are supported by the attached documents:

NOW, THEREFORE, BE IT RESOLVED, that City of St. Augustine ☐ County ☒ Municipality does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which City of St. Augustine ☐ County ☒ Municipality is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____

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

MEMBERS OF THE COMMISSION:

ATTEST:

Select Year: 2019 

The 2019 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

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

[View Entire
Chapter](#)

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

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

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

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and City Commissioners

DATE: September 3, 2020

RE: **2020 POST-LEGISLATIVE SESSION UPDATE**

The following is a summary of each of the bill tracked during the 2020 Legislative Session. At this time, not all enrolled bills have been presented to the Governor for consideration due to the current state of emergency declared for COVID-19. Of the bills followed by this office, one is pending presentation to the Governor and one was vetoed. Also, vetoed was the City's request for the St. Augustine West Augustine Septic to Sewer appropriation. Below is the summary of bills, their impact, and required next steps.

The City requested funding for three projects:

- 1) St. Augustine Wastewater Treatment Plant Resiliency Armoring
- 2) St. Augustine Flood Resiliency Master Plan Implementation
- 3) St. Augustine West Augustine Septic to Sewer, Phase 2

Only the St. Augustine West Augustine Septic to Sewer, Phase 2 were included in the appropriations bill presented to Governor. **House Bill 5001** was presented but Governor DeSantis line item vetoed the St. Augustine West Augustine Septic to Sewer and no funding is provided in this year's budget.

SB 1066 Impact Fees

The bill imposes new requirements related to impact fees. Specifically, the bill:

- Prohibits the application of a new or increased impact fee to pending permit applications unless the result is to reduce the total impact fees or mitigation costs imposed on the applicant.
- Provides that impact fee credits are assignable and transferable at any time after establishment within the same impact fee zone or impact fee district, or an adjoining zone or district within the same local jurisdiction.

Approved by Governor, Ch. 2020-58, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- No action required at this time. The City is in process of adopting Comprehensive Plan changes to implement a Mobility Plan and potential fees. At the time of adoption of any mobility fees the requirements of the bill will need to be addressed.

HB 1091 – Environmental Accountability

The bill makes numerous changes to the penalties for violating Florida's environmental laws. The bill:

- Increases required or maximum environmental penalties in various sections of the Florida Statutes. Most of these changes increase a penalty by 50%.
- **Encourages** municipalities and counties to voluntarily establish within their respective jurisdictions an evaluation and rehabilitation program for sanitary sewer laterals on residential and commercial properties to identify and reduce extraneous flow from leaking sanitary sewer laterals. The bill sets out certain requirements for such programs.¹

Approved by Governor, Ch. 2020-159, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- Information regarding the encouraged program will be shared with Public Works. No action required at this time.

HB 1339 Housing

The bill addresses several issues affecting development, zoning, bonding activities, impact fees, building inspections, and affordable housing.

- With respect to development, zoning, bonding activities, and building inspections, the bill:
 - Authorizes local governments to approve the development of affordable housing on any parcel zoned for residential, commercial, or industrial use;
 - Expands existing bonding activities of the Florida Interlocal Cooperation Act to include making loans to private entities of self-liquidating projects, regardless of where the entities are located;
 - Requires the reporting of local government impact fee data²; and
 - Establishes that a local government may not audit a private building inspector more than four times a month.
- With respect to affordable housing, the bill:
 - Requires the reporting of local government expenditures for affordable housing³;
 - Establishes biannual regional workshops for locally elected officials serving on affordable housing advisory committees to identify and share best affordable housing practices;
 - Requires a State Housing Initiatives Partnership (SHIP) Program participant to include in its annual program report to FHFC the number of affordable housing applications approved and denied⁴; and

¹ Requirements of the program include: establish a system to identify defective, damaged, or deteriorated SSLs on residential and commercial property; consider economical methods for a property owner to repair/replace defective, damaged, or deteriorated SSL; establish and maintain a publicly accessible database to store information concerning properties where a defective, damaged, or deteriorated SSL has been identified.

² Beginning October 15, 2020 on the annual CAFR the City must report the specific purpose of an impact fee including the specific infrastructure needs that the fee will be used for; a description of the impact fee schedule policy and fee calculation methods; the amount assessed for each purpose and type of dwelling; the total amount of impact fees charged by type of dwelling; and each exception and waiver of impact fees for affordable housing.

³ The information must include expenditures for financing, acquisition, construction, reconstruction, and rehabilitation of affordable housing and must indicate the source of such funds as federal, state, local, or other.

⁴ The bill amends s. 420.9075, F.S., to require a SHIP entity's annual program reporting to Florida Housing include data on the number of affordable housing applications submitted, the number approved, and the number denied.

- Expands the definition of affordable housing in the SHIP Program to include certain nonprofits who provide affordable supportive housing and community-based coordination services for persons with challenges related to mental health, substance abuse, or domestic violence.

Approved by Governor, Ch. 2020-27, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- Information regarding new reporting requirements for Impact Fee data, expenditures for affordable housing, and affordable housing data will be communicated to the applicable departments. No other action required.

HB 971 Electric Bicycles

The bill removes e-bikes from the definition of the term “bicycle” and creates a new definition for e-bikes using a three-tiered classification system. The bill:

- Creates regulations governing the operation of e-bikes and provides that e-bikes and e-bike operators must be afforded all the rights and privileges, and be subject to all the duties, of bicycles and bicycle operators.
- **Authorizes e-bikes to operate where bicycles are allowed**, including, but not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths. However, **local governments may regulate** the operation of e-bikes on streets, highways, sidewalks, and sidewalk areas within the local government jurisdiction.
- Allows that a local government with jurisdiction over bicycle paths, multiuse paths, and trail networks may restrict or prohibit the operation of e-bikes on such paths and networks.
- Provides that e-bikes and e-bike operators are not subject to the provisions of law relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.
- The bill does not restrict the operation of an e-bike to persons of a specified age.

Approved by Governor, Ch. 2020-69, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- The City currently regulates shared mobility devices under Ch. 24 of the Code of Ordinances. A review of the definitions and regulations related to shared mobility devices will be conducted and any recommended changes brought to the City Commission for advice and action as deemed necessary.

HB 1193 Deregulation of Professions and Occupations

The “Occupational Freedom and Opportunity Act,” relates to businesses and professions regulated by the Department of Business and Professional Regulation (DBPR) and health professionals regulated by the Department of Health (DOH). Of interest to the City the bill:

- Increases the maximum contract price from \$1,000 to \$2,500 for the “handyman exception,” which permits an unlicensed person to perform services that fall within the scope of a contractor’s license; and

- Preempts the regulation of mobile food dispensing vehicles (food trucks) to the state to prohibit local government (but not port authorities, aviation authorities, airports, or seaports) from requiring a license, registration, or permit, and prohibiting the operation of food trucks in the entirety of their jurisdiction.

Approved by Governor, Ch. 2020-163, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- The City currently allows food trucks on privately owned parcels withing certain zoning districts and requires a local business tax receipt. A review of the applicable zoning code and business tax receipt regulations will be conducted, and any recommended changes brought to the City Commission for advice and action as deemed necessary.

SB 172 Florida Drug and Cosmetic Act

The bill expressly preempts to the state the regulation of over-the-counter proprietary drugs and cosmetics, which includes sunscreen. The bill's preemption provisions would preempt local regulation of sunscreen and other over-the-counter proprietary drugs.

Approved by Governor, Ch. 2020-118, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- The City does not currently regulate sunscreen or other over-the-counter products. No action is required.

HB 441 Public Procurement of Services

The Consultants' Competitive Negotiation Act (CCNA) requires state and local government agencies to procure the "professional services" of an architect, professional engineer, landscape architect, or registered surveyor and mapper using a qualifications-based selection process. The bill:

- Amends the definition of "continuing contract" to increase the maximum dollar amount for each individual project and each individual study under the contract for construction projects.
- The maximum dollar amount for each individual project is increased from \$2 million to \$4 million, and the maximum dollar amount for each individual study is increased from \$200,000 to \$500,000.

Approved by Governor, Ch. 2020-127, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- Information regarding the new maximum dollar amounts will be shared with the applicable departments. No other action required at this time.

HB 279 Local Government Public Construction Works

Under Florida law, municipalities seeking to construct or improve a public building or structure must competitively bid the project if the projected cost of construction or electrical work exceeds certain dollar thresholds. An exemption from the requirement to competitively award these projects exists when the governing board of a local government determines that it is in the public's best interest to use services, employees, and equipment controlled by the government entity. The bill:

- Reforms how local governments must estimate the projected costs of a public building construction project.
- Local governments must use a revised cost estimation formula when deciding whether it is in the local government's best interest to perform the project using its own services, employees, and equipment. These include an additional factor of 20% for management, overhead, and other indirect costs.⁵
- Requires local governments issuing bidding documents or other requests for proposals to provide a list of all other governmental entities that may have additional permits or fees generated by a project.
- Requires a local government constructing a public building using its own services, employees, and equipment to create a report summarizing the project constructed by the local government, which must be publicly reviewed each year by the local government.

Approved by Governor, Ch. 2020-155, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- Information regarding the revised calculations and reporting requirements will be shared with the applicable departments. No other action required at this time.

SB 140 Fireworks

Chapter 791, F.S., sets forth the framework for the regulation of fireworks in Florida under the State Fire Marshal's (SFM) office within the Department of Financial Services (DFS). While ch. 791, F.S., applies uniformly throughout the state, enforcement of these statutes resides with local law enforcement departments. The bill:

- Provides an exemption from the prohibition of fireworks usage during designated holidays. The designated holidays are Independence Day, July 4; New Year's Eve, December 31; and New Year's Day, January 1.
- Does not provide for the comprehensive regulation of fireworks or supersede any local government regulation relating to the use of fireworks.
- Maintains current prohibitions on the opening of new fireworks permanent retail sales facilities and the issuance of permits for fireworks temporary retail sales facilities in greater numbers than were permitted in 2006.
- **Preserves the enactment of local government ordinances on fireworks enacted prior to March 8, 2007.**

⁵ The bill requires the estimated project cost formula to include employee compensation and benefits, the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, other direct costs, and an additional factor of 20% for management, overhead, and other indirect costs.

SB 140 was signed into law as Chapter 2020-11 on **April 8, 2020**.

Action Required

- The City prohibits fireworks under Section 18-78 of the Code of Ordinances. The City's regulations prohibit the sale, possession, use or explosion of fireworks within its boundaries. This regulation was enacted prior to March 8, 2007 and is therefore unaffected by this bill. No action is required.

HB 73 Environmental Regulation

Local governments may contract with private companies to operate their recycling programs, but current law does not require the contracts to address the contamination of recyclable materials. The bill:

- Requires contracts between local governments and residential recycling collectors or recovered materials processing facilities for the collection, transport, or processing of residential recyclable material to address contamination.⁶
- Prohibits a local government from requiring a person claiming certain environmental permitting exceptions to provide further verification from the Department of Environmental Protection.
- Revises the exemption in current law from permits for the replacement or repair of existing docks or piers to allow such replaced or repaired dock or pier to be within 5 feet of its existing location but no larger.

Approved by Governor, Ch. 2020-41, Laws of Florida

Effective Date = July 1, 2020.

Action Required

- Information regarding the new contractual requirements and inability to require ERP Exceptions will be communicated to the applicable departments. No other action required at this time.

HB 101 – Public Construction

Retainage is an amount that a state or local government entity may withhold from payment for construction services to the contractor during the construction process. This bill:

- Reduces the retainage cap from 10% of the costs due to 5% of the costs throughout the term of the contract for construction services.
- Repeals the authority granted to a contractor to request the government entity to release up to half of the retained amount after 50% of the project is completed.
- Repeals the authority granted to a contractor to withhold more than 5% of each progress payment to his or her subcontractors after 50% of a project with a government entity is completed.
- The bill does not apply to any contract for construction services entered into, pending approval, or advertised by a government entity, on or before October 1, 2020.

⁶ Contracts executed or renewed after October 1, 2020, must define the term "contaminated recyclable material" in a manner that is appropriate for the local community, include strategies and obligations of the parties to reduce the amount of contaminated recyclable materials being collected or processed, create procedures for identifying, documenting, managing, and rejecting contaminated recyclable materials, authorize remedies in handling contaminated containers, and provide education and enforcement measures for collection contracts.

If approved by the Governor, these provisions take effect on **October 1, 2020**.

Action Required

- Information regarding the new retainage requirements will be communicated to the applicable departments if passed into law. No other action required at this time.

SB 410 Growth Management

The bill amends various sections of Florida law related to the regulation of land, which is commonly referred to as growth management.

- **Development Agreements:** The bill provides that a development agreement between a local government and a party, or its designated successor in interest, may be amended or canceled without securing the consent of the parcel owners that were originally subject to the development agreement, unless the amendment directly modifies the land uses of an owner's property.
- **Utility Right-of-Way Permitting:** The bill provides that all permit applications to a county or municipality to use the public right-of-way for any utility must be processed within the expedited timeframe that currently applies to permit applications submitted for communications facilities.⁷
- **Private Property Rights and Community Planning Act:** The bill requires all local governments to incorporate a property rights element into their comprehensive plans by the earlier of a local government's next proposed comprehensive plan amendment or **July 1, 2023**. A local government may adopt its own property rights element or use the model language provided in the bill. The bill specifies that the property rights element is to ensure local governments consider private property rights in local decision-making.⁸

Thank you,


Denise C. May
Assistant City Attorney

**** VETOED BY GOVERNOR**

**** THIS BILL HAS NOT YET BEEN PRESENTED TO THE GOVERNOR FOR ACTION.**

/dcm

xc: John Regan, City Manager
Isabelle Lopez, City Attorney

⁷ Expands the application of the expedited permitting process to include public ROW permits for, among other things, electric, natural gas, water, and sewer facilities.

⁸ The bill provides a model statement of property rights, and local governments may incorporate the suggested language directly into their comprehensive plan.

BOARD OF TRUSTEES
ST. AUGUSTINE POLICE OFFICERS' RETIREMENT SYSTEM

Meets quarterly, 4th Wednesday of Feb., May, Aug., and Nov. - 3:00 p.m.
Police Department, 151 King Street

	<u>Elected</u>	<u>2-year terms</u> <u>Term Expires</u>
Sargent Anthony Cuthbert Police Representative <u>P. O. Drawer 1950, 32085-1950</u> 825-1074 “ Bus: Police Department	11/5/15 fill vacancy	09/30/21
Cpl. Jeff Truncellito, Secretary/Treasurer Police Representative <u>P. O. Drawer 1950, 32085-1950</u> 825-1092 Bus: Police Department	09/22/04 Re-elected 09/30/06 Re-elected 09/29/08 Re-elected 09/30/10 Re-elected 10/05/12. 9/30/12. 9/30/24/2018	09/30/22

	<u>Appointed</u>	
Daniel Hilbert Res: <u>Gabacho Ct., 32095</u> 904/252-4988 Bus: Attorney	02/09/2015	09/30/20
Doug Hernandez 814-7062 Res: <u>79 Fullerwood Dr., 32084</u>	fill term vacancy 11/09/09 Reappointed 09/30/10 Reappointed 10/22/12, 11/10/2014	09/30/20
Steve Fricke Board Appointed 5 th member <u>P. O. Drawer 1950, 32085-1950</u> Bus: Retired	02/17/17 fill vacancy	09/30/21

CONSULTANTS

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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:	Elected trustee fails to attend three 3 consecutive meetings, unless excused, a vacancy is created Sec 2-162.
Meetings:	Quarterly – 3 rd Tuesday of February, May, August, and November.

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: Mayor and City Commissioners

DATE: August 10, 2020

RE: Notification of Board Term Expirations

- St. Augustine Police Officers' Retirement System, Board of Trustees

Notification is being made to the Commission relevant to two (2) term expirations on the St. Augustine Police Officers' Retirement System.

Advertisements requesting applications will be placed in the St. Augustine Record in accordance with board advertising policies and posted on the City website. The deadline to submit applications is Wednesday, September 16, 2020.

Attached is the current Board roster, along with a profile of the qualifications, duties and responsibilities as by ordinance.

Darlene Galambos
Darlene Galambos
City Clerk

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: August 27, 2020

RE: Notification of two (2) term expirations – Lincolnville Community Redevelopment Area Steering Committee

Notification is being given regarding two (2) term expirations of the Lincolnville Community Redevelopment Area Steering Committee. These terms expired April 30, 2020. Appointments were put on hold until the newly established CRA administration position was approved and filled.

According to guidelines, an advertisement requesting applications will be placed in the St. Augustine Record and posted on the City's website. Appointment is tentatively set for the October 12, 2020 regular City Commission meeting.

Attached is the current LCRA roster and board profile.

Darlene Galambos
City Clerk

xc: Clerk's Office

LINCOLNVILLE COMMUNITY REDEVELOPMENT
STEERING COMMITTEE

Meets Monthly, 1st Monday - 7:00 p.m.
Willie Galimore Center

3 Year Terms

Term Expires

Seat 1: Sue Agresta 168 Oneida St., 32084 904-217-0624	Filled vacancy: 10/22/2017 sagresta@comcast.net	04/30/2020
Seat 2: Nicholas Noloboff 60 Weeden St., 32084 850-238-9442	Appointed: 4/29/2014/ resigned Appointment to fill vacancy: 7/13/2015 politicstutor@gmail.com	04/30/2020
Seat 3: Carolyn O. Wright 142 Martin Luther King Ave, 32084 904-827-1082	Appointed: 2/22/2016 reappointed 5/13/2019 cwrightlincolnvillcra@gmail.com	04/30/2022
Seat 4: Rev Rory M. Hermann 121 De Haven St., 32084 904-982-5989	Appointed: 2/22/2016 reappointed 5/13/2019 past0rrmh@gmail.com	04/30/2022
Seat 5: Nathan Baer 122 Bridge St, 32084 (904) 293-9615	Appointed: 2/22/2016 reappointed 5/13/2019 hoosierswin@gmail.com	04/30/2022

LINCOLNVILLE COMMUNITY REDEVELOPMENT
STEERING COMMITTEE
(revised to reflect the wording of the LCRA-SC By-Laws)

- 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; Amended 4.8.2013, Ordinance 2013-06.*
- Number of Members: Five (5)
- Appointment: By City Commission
- Terms of Office: The term of the members shall begin and run from March 1st of the year the appointment was made. In appointing the first Steering Committee, the Agency shall designate and appoint two (2) members to serve a three-year term and three (3) members to serve a two-year term. **Upon the expiration of the individual staggered term, the members shall thereafter be appointed to a three-year term.** Members appointed to fill a vacancy for an unexpired term shall serve for the remainder of the unexpired term and may be reappointed to one full term. **No member may serve for more than two consecutive full terms.**
- Reappointment: Normal terms to expire on April 30th.
- Qualifications: The membership of the Steering Committee shall consist of five (5) members and shall receive no salary or compensation for their services. The members shall be appointed by majority vote of the Agency. Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA or are otherwise a stakeholder in the boundaries of the Lincolnville CRA.
- Duties: The purpose of the Steering Committee is to advise and assist the Agency on planning and implementation of goals, programs, projects and activities related to the Agency's approved Lincolnville Redevelopment Plan. The Steering Committee may make recommendations to the Agency regarding the implementation of the Lincolnville Redevelopment Plan. The Steering Committee may recommend a schedule or prioritization of programs and may recommend the allocation of funds for specific projects. The Steering Committee may also recommend amendments to the approved Lincolnville Redevelopment Plan.
- Attendance: Absences unexcused by the chairman for two 2 of three 3 consecutive meetings shall constitute a resignation of the position.
- Meetings: Second Tuesday of each month, 7 P.M., the Willie Galimore Center.

05/14/19

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, July 27, 2020

The City Commission met by means of Communications Media Technology (CMT) Monday, July 27, 2020 at 5:00 P.M. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Leanna S. A. Freeman, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Director, Planning and Building
Reuben Franklin, Director, Public Works
Melissa Wissel, Communications Manager
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Candice Seymour, Recording Secretary
Laura Morse, Recording Secretary
Marie Lopes, Office Assistant

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Upchurch delivered the invocation, and Commissioner Freeman led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

MOTION

Commissioner Sikes-Kline **MOVED** to approve the Agenda. The motion was **SECONDED** by Mayor Upchurch and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

(None)

4. Public Comment

4.A. Public comment on agenda action items not requiring a separate public hearing (In person in the Alcazar Room, 3 minutes per individual), (Email/written comments summary and tally support/oppose by Clerk)

Item heard with Item 4.B.

4.B. General public comment on items not on the agenda (In person in the Alcazar Room, 3 minutes per individual), (Email/written comments

tally by clerk if identifiable common issue)

The Commission heard from the following members of the public:

- John Voelkel
- Seber Newsome III
- Sandra Parks
- Dustin James Acosta
- Christina Pacetti
- Catherine Paulsen
- Christina Pacetti
- Melody Ziegler
- Michael Boen
- David Hines
- Evelyn Powell Parker
- Jaime Parham
- Chris Fulmer
- BJ Kalaidi

Public comment was closed.

5. Consent Agenda

Mr. Regan read the Consent Agenda.

CONSENT AGENDA – JULY 27, 2020

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON AUGUST 10, 2020:

(None)

CA.3. Reminder of Upcoming Meetings:

- July 27, 2020, 4pm, Shade Meeting (Marlowe)
- August 10, 2020, 5pm, Regular City Commission Meeting
- August 24, 2020, 5pm, Regular City Commission Meeting
- September 3, 2020, 5:05pm, Special Budget Meeting

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

- April 27, 2020, Regular Commission Meeting
- May 11, 2020, Regular Commission Meeting

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

KMB Asset Solutions, LLC - 24 Arenta Street

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

(None)

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

(None)

CA.8. Approval to dismiss pending foreclosure for property at 52 Spring Street. (*D. May, Assistant City Attorney*)

CA.9. Release of School concurrency proportionate share mitigation agreement between St. Johns County School District, the City and Antigua Apartments. (*D. Birchim, Director Planning and Building*)

CA.10. Approval of the Proportionate Share Mitigation Agreement between the St. Johns County School District, the City and the Whispering Creek development. (*D. Birchim, Director, Planning and Building*)

CA.11. Third quarter report for the legal department. (*I. Lopez, City Attorney*)

CA.12. Approval to begin the process to officially designate the property located at

91 Coquina Avenue a city park. (M. Wissel, Communications Manager)

End of Consent Agenda

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

Mayor Upchurch requested to remove Item CA.8. from the Consent Agenda.

5.B. Approval of Consent Agenda

MOTION

Mayor Upchurch MOVED to approve the Consent Agenda with the exception of Item C.A.8. The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

Mayor Upchurch requested the Commission's review of *Item CA.8. 'Approval to dismiss pending foreclosure for property at 52 Spring Street'*. He questioned the historic significance of the structure and was not amiable to walking away and leaving the structure to fall down.

Isabelle Lopez, City Attorney, reviewed the status of Code Enforcement's lien foreclosure. She advised the Commission to decide on whether to foreclose, with the knowledge of a substantial mortgage, back taxes and a CE's lien, which would remain on the property. She noted the building inspector determined the structure was not salvageable; therefore, the property value was in the vacant land, and if the City foreclosed, it would lose money.

The Commission discussed:

- First mortgage with interest totaled \$175K, back taxes totaled \$14,500, Code Enforcement lien totaled \$59K
- A Trust represented the lien, and the City's legal department had connected with the Trust's attorney

- When roof was fixed, it was a safety hazard from storms; however, prior to investing money, a structural assessment should have been completed
- Structure was one of the last farmsteads in West Augustine
- Structure was unique, on several lots and worth more than lien amount; therefore, City should consider keeping property
- Review buildable lot value, since structure was a tear down years ago

The Commission directed Ms. Lopez to obtain further information on the property:

- Number of buildable lots
- Comps from a Real Estate Agent on land value
- Commissioners look at structure

The Commission discussed whether to table the meeting to the following scheduled date or the next month.

Mayor Upchurch MOVED to table the item until the August 24, 2020 meeting. The motion was SECONDED by Commission 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

(None)

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 2019-49: Adopts the City's updated Comprehensive Plan 2040.

Amy Skinner, Deputy Director, Planning and Building, reviewed the Ordinance and provided a presentation on the topic.¹

Public hearing was opened, and the Commission heard from the following:

- BJ Kalaidi

Mayor Upchurch inquired about the procedure if the proposed revisions submitted by staff, and pending Commission approval, were not acceptable to the State.

Ms. Skinner stated that negotiations would begin with the State to resolve any issues they had, and the City would offer to tweak the language or provide alternate responses to amend the Plan.

Commissioner Sikes-Kline noted her appreciation for staff's efforts with the Plan and her satisfaction with the incorporation of mobility framework, the City's vision, historic preservation, cultural resources, neighborhood character studies and community character.

Mayor Upchurch noted his appreciation for the tremendous hard work from Ms. Skinner, David Birchim, Director, Planning and Building, and their department.

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2019-49 on second

reading. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez, City Attorney, read the title as follows:

ORDINANCE NO. 2019-49

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE CITY OF ST. AUGUSTINE COMPREHENSIVE PLAN TO INCORPORATE CHANGES RECOMMENDED IN THE EVALUATION AND APPRAISAL REPORT; AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE ELEMENT, HISTORIC PRESERVATION ELEMENT, CONSERVATION AND COASTAL MANAGEMENT ELEMENT, RECREATION AND OPEN SPACE ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT; AMENDING THE TRANSPORTATION ELEMENT TO CREATE A TRANSPORTATION AND MOBILITY ELEMENT; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Sikes-Kline, Horvath, Valdes, Freeman, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

8.A.2. Ordinance 2020-22: Amends Section 11-89 of the City Code to correct a scrivener's error conforming lettering from numeric to alpha.

Ms. Lopez reviewed the Ordinance.

Public hearing was opened; however there was no response.

¹ Attached to Commission packet

MOTION

Mayor Upchurch MOVED to pass Ordinance 2020-22 on second reading. The motion was SECONDED by Commissioner Sikes-Kline.

Isabelle Lopez, City Attorney, read the title as follows:

ORDINANCE NO. 2020-22

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 11-89 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO CORRECT A SCRIVENER'S ERROR IN ORDINANCE NO. 2000-16 RELATING TO NOISE CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Freeman, Valdes, Horvath

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

(None)

9.B. Resolutions

9.B.1. Resolution 2020-27: Establishes fees for Short Term (Vacation) Rentals.

Mr. Birchim reviewed the Resolution and noted the following:

- 'Vacation rental ordinance' was effective July 1, 2020
- A Short-term Rental Committee (STRC) comprised of citizen stakeholders publicly vetted the issue from residents, short-term rental owners and local businesses, held well attended public meetings in August 2019, and presented a final report to the Commission on September 9, 2019
- Both the Planning and Zoning Board (PZB) and the City Commission held well attended public hearings
- Legal fees were not covered, other than those specified in the Resolution
- Traditional Code Enforcement model was complaint driven, this was enforcement driven
- Enforcement included registration and two compliance inspections per unit (zoning and safety) that would be compared to registration items like bedrooms, parking and safety
- Properties monitored for consistency with registration and the Code, changing the City's code enforcement posture into proactive, rather than reactive
- Host Compliance was the company contracted with the City, and also used by County Tax Collector office
- STVR units considered a home, apartment, or condo, including a homeowner rented room
- Fee would be revisited after program established for potential up or down adjustment
- Fees required a rational connection to costs of administering the program and could not be more than administration costs for the unit, but could charge less fees and subsidize the program

The Commission discussed:

- Fee structure for homesteaded Airbnbs should be less than those investment owned
- Inspection of smaller properties took less time; therefore, assess fee structure based on square footage tiered assessment, easily accessible from property appraiser website, eliminating need for discretion and potential legal issues
- Code enforcement complaints were not typically from homesteaded property or 'hosted' Airbnbs, but from investment properties, and complaint history might justify a cost difference
- Base fee on how property advertised, such as number of bedrooms, to determine inspection time needed
- Could not base fee on amount of money the Airbnb made, as this would look like a tax
- Use data from other municipalities to establish the rate structure, so long as proportionate and rationally related
- Ft. Lauderdale had a non-occupied vacation rental renewal registration fee, which was half of the owner-occupied vacation rental, and an escalating fee structure based on inspections required

There was Commission consensus to send the topic back to staff to research a tiered rate system.

Mayor Upchurch questioned the timing of launching one of the largest City regulatory actions during a time when STVRs, businesses and tax revenue had been pummeled, and the community, State and Nation faced larger issues. He stated his preference was to postpone this topic to a later date.

The Commission discussed:

- Some STVRs failed to address parking issues, an important issue that should be enforced
- Commissioners should prepare to pass complaint emails to staff to be resolved
- The City's value was in maintaining low intensity, stability, and livable residential neighborhoods; therefore, hindering these core values was not good
- Bed & breakfast owners struggled with property tax bills for their property zoned to host others
- Should compromise and look at larger picture on what happened to the community with the rentals
- Airbnb business was thriving, so should carefully determine an equitable pricing structure and move forward
- Bed & breakfast business suffered because of COVID-19 and people avoided close proximity to others
- Real estate investment market had slowed because of existing regulations and investors waited on Commission decisions

MOTION

Commissioner Horvath MOVED to return this proposed Resolution to staff requesting them to advise and suggest a tiered fee approach. The motion was SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.

9.B.2. Resolution 2020-28: Establishes the criteria for evaluating requests to use the City seal.

Ms. Lopez reviewed the Resolution and noted that at the Commission's request, additional criteria could be added.

The Commission discussed:

- Public benefit must exist to use the City seal

- Requestor should complete a form with minimum requirements
- Whether applicant furthered the public purpose and goals of the City's vision plan
- Should have something to hand people when they requested use of the City seal
- Include language that request was official or government nature
- Sponsorship required by a Commissioner
- Assign someone to process the applications and place on the Commission agenda for discussion
- Future Commissions would be served with more of a cut and dry form, but the application was enough guidance to start
- Resolution was well written and person requesting seal had plenty of information to make their case
- The Commission still had discretion on granting the application

MOTION

Commissioner Horvath MOVED to pass Resolution 2020-28 with modification to remove requirement of sponsorship by a Commissioner. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION

AYES: Horvath, Upchurch, Freeman, Valdes, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

(None)

11. ITEMS BY CITY ATTORNEY

11.A. Sunshine, Public Records and Ethics Minute.

No presentation made, provided by the City Attorney's Office for information purposes.

12. ITEMS BY CITY CLERK

(None)

13. ITEMS BY CITY MANAGER

Mr. Regan advised that since the agenda publication, the following meetings had been scheduled:

- Community Redevelopment Agency (CRA) budget meeting, August 14, 2020 at 8:30 a.m.
- Special budget meeting, August 14, 2020 at 9:30 a.m.

Meredith Breidenstein, Assistant City Manager noted the following:

- Budget meetings typically lasted from one-half to a full day, and anticipated one-half day for the budget workshop
- Meeting was advertised for both an in-person meeting and via CMT, and would take place via Zoom should Governor DeSantis extend his Executive Order on virtual meetings

14. Items by Mayor and Commissioners

Commissioner Valdes invited discussion regarding Homewood Suites by Hilton Hotel (Homewood) located at 10 Prawn Street. He noted the following:

- Neared construction completion and encountered PZB issue with the sign location on the building
- James Whitehouse, Esq., counsel for Homewood requested the property be designated 'Commercial Sign Zone 4' of City's Sign Code which changed the elevation of sign
- Identical measure taken for Flagler College's dorms and parking
- Needed Commissioner to place on the Commission meeting agenda

- Homewood would bring drawings for Commission review
- Signage not visible from US-1 or King Street based on location of hotel, which prompted the request

The Commission discussed:

- Required an amendment to the City's Sign Code
- Send to PZB first for recommendation, then back to the City Commission for first and second reading
- Not anticipated that Homewood's sign was up for review, but shifting them into their requested commercial sign category
- Commission was only agreeing to consider the idea to change Homewood's category within the City's Sign Code
- Should look at the adjacent hotel signage

Commissioner Horvath noted the following:

- Flagler signage was approved because it was once historic
- Not amiable to signs all over building tops like Jacksonville, as it did not fit the City's character
- Was not endorsing at the time; however, open to reviewing Homewood's signage

Commissioner Sikes-Kline noted the following:

- Unfamiliar with Homewood topic, did not want to write an ordinance until further information available
- Large development was directly across river that would more than likely ask for the same request

There was Commission consensus to direct Mr. Birchim to make a presentation at the next Commission meeting confirming the relevant sign ordinances and zones along the San Sebastian River.

Commissioner Freeman mentioned the Commission's consistent attempt to obtain active community involvement and participation in problem solving. She requested recognition of Mark and Alecia Bailey, who reached out to the Commission for the goal of bringing unity and healthy change to the community regarding the memorial, and although their goal was not achieved, the Baileys should be applauded for bringing forth their ideas.

Commissioner Sikes-Kline noted her discussion with Mr. Birchim regarding the struggle to use future land use and zoning maps and the finer details of the property location on the map. She suggested that once the State process with the Comprehensive Plan was completed, they return to the document before it was published and obtain usable maps.

Commissioner Horvath agreed with Commissioner Sikes-Kline's request on the map topic. She also requested Commission consideration of Sandra Parks' idea for a community committee, which made sense, was good timing, and would include a lot of knowledgeable people.

15. Adjournment

There being no further business, the meeting was adjourned at 7:00 P.M.²

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

² Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

City Commission Shade Meeting
Monday, July 27, 2020

The City Commission met by means of Communications Media Technology (CMT) Friday, July 27, 2020 at 4:03 p.m. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch Mayor/City Commissioner
Leanna S.A Freeman, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Barry Fox, Police Chief
Candice Seymour, Recording Secretary
Laura Morse, Recording Secretary
Marie Lopes, Office Assistant

2. Public Comment

The Board did not hear public comment.

3. City Attorney requests the advice of the City Commission regarding the pending litigation in:

- Case No.: CA05-186, Craig A. Marlowe; Plaintiff, v. City of St. Augustine, Florida, et al, Defendants
- Participants shall be limited to: City Commission - Mayor Tracy Upchurch, Vice-Mayor Leanna Freeman, Commissioner Nancy Sikes-Kline, Commissioner Roxanne Horvath, and Commissioner John Valdes; City Manager John Regan, City Attorney Isabelle Lopez, Assistant City Attorney Denise May, Michael Cavendish, Outside Counsel, and a Certified Court Reporter

4. Recess to the Zoom call for Shade Meeting (attorney-client session).

The Board recessed at 4:05 P.M.

5. Re-open Special Zoom Meeting.

The Board reconvened at 4:45 P.M.

6. Any matters to be decided in the public meeting, followed by adjournment.

There being no further business, the meeting was adjourned at 4:45 P.M.¹

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

City Commission Shade Meeting
Friday, July 17, 2020

The City Commission met by means of Communications Media Technology (CMT) Friday, July 17, 2020 at 8:30 a.m. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch Mayor/City Commissioner
Leanna S.A Freeman, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Barry Fox, Police Chief
Candice Seymour, Recording Secretary
Laura Morse, Recording Secretary
Marie Lopes, Office Assistant

2. City Attorney requests the advice of the City Commission regarding the pending litigation in:

- Case No.: CA20-0716, Jill M. Pacetti; Plaintiff, v. City of St. Augustine, Florida, a municipality, Defendant
- Case No.: 3:20-cv-634-J-39JBT, H.K. Edgerton; Plaintiff, v, City of St. Augustine, Florida, et al., Defendant
- Participants shall be limited to: City Commission - Mayor Tracy Upchurch, Vice-Mayor Leanna Freeman, Commissioner Nancy Sikes-Kline, Commissioner Roxanne Horvath, and Commissioner John Valdes; City Manager John Regan, City Attorney Isabelle Lopez, Assistant City Attorney Denise May and a Certified Court Reporter

Mayor Upchurch inquired about the nature of public comment when the Board reconvened.

Ms. Lopez stated that shade meetings were limited to discussion regarding litigation strategy and costs and exempt from public comment. She stated anything discussed outside of these factors would be held in accordance with Florida Sunshine Law.

3. Recess to the Zoom call for attorney-client session.

The Board recessed at 8:37 a.m.

4. Re-open Special Zoom Meeting.

The Board reconvened at 10:07 a.m.

5. Any matters to be decided in the public meeting, followed by adjournment.

There being no further business, the meeting was adjourned at 10:08 A.M.¹

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, July 13, 2020

The City Commission met by means of Communications Media Technology (CMT) Monday, July 13, 2020 at 5:03 P.M. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Leanna S. A. Freeman, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Director, Planning and Building
Reuben Franklin, Director, Public Works
Melissa Wissel, Communications Manager
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Candice Seymour, Recording Secretary
Laura Morse, Recording Secretary
Marie Lopes, Office Assistant

INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Cynthia Garris delivered the invocation, and Commissioner Freeman led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Mayor Upchurch requested discussion of Item 9.B.1. prior to General Public Comment.

MOTION

Mayor Upchurch MOVED to approve the Agenda as amended. The motion was SECONDED by Commissioner Horvath

and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

(None)

Item 9.B.1. discussed here.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

In person:

- Seber Newsome III
- Bruce Maguire
- Jason Davis

- Christopher Paone
- Jill Pacetti
- Vickie Hudnall
- Hugh Washington
- Rachel Kemper
- Rhonda Brennan
- Dustin Acosta
- Doug Russo
- Susan Bolton
- Tabatha Johnson
- Chris Fulmer
- Michael Boen
- Jaime Parham
- Ellaina Parham
- BJ Kalaidi

Via email:

- Nina Lennard
- Anne Pierro
- Dave Cummings
- Susan Graft
- Mark Bailey, Sr.
- Barbara Roach
- Randy Ringhaver
- Eric King
- Not signed
- Mark Billings
- Jason Davis
- Patricia Foust
- Chris Mason

Darlene Galambos, City Clerk, noted that twelve emails received requested the Commission to reconsider the Confederate monument.¹

Public comment was closed.

5. Consent Agenda

John Regan, City Manager, read the Consent Agenda.

CONSENT AGENDA - JULY 13, 2020

CA.I. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JULY 27, 2020:

(None)

CA.3. Reminder of Upcoming Meetings:

- July 27, 2020, 5pm, Regular City Commission Meeting
- August 10, 2020, 5pm, Regular City Commission Meeting
- August 24, 2020, 5pm, Regular City Commission Meeting

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

(None)

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

(None)

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

(None)

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

(None)

CA.8. Approval of the placement and wording of plaque to be placed at 91 Coquina Avenue. (*R. Franklin, Director, Public Works*)

CA.9. Approval of invoice from Bledsoe, Jacobson, Schmidt, Wright and Sussman for mediation services in the amount of \$1,548.00 and approval of invoice in the amount of \$8,381.00 from Cavendish Partners, P.A. for legal services rendered

¹ Attached to original minutes

in the Marlowe v. City of St. Augustine matter. (*I. Lopez, City Attorney*)

End of Consent Agenda

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

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Horvath MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner 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

(None)

7.B. Items of Great Public Importance

7.B.1. COVID update.

Mr. Regan provided an update on the COVID-19 virus:

Case numbers:

- State numbers showed growth difference from yesterday to today of 12,624 positive cases, an increase of 35 deaths
- St. Johns County showed growth difference from yesterday to today of 62 positive cases, and 12 deaths
- St. Johns County positivity rate was greater than 10%, and 11% for the State

- State Report noted most hospitalizations were between ages 35 to 84, and deaths predominantly greater than age 65
- Flagler Hospital recently noted their available capacity

Wastewater testing

Stephen Slaughter, Engineering Manager, updated the Commission on the Wastewater Treatment Plant COVID-19 testing.² He noted the following:

- Tested once a week on Tuesdays
- 24-hour wastewater samples taken from Monday into Tuesday
- Samples sent overnight to a lab
- Results typically received within six days, or the following Monday

KINSA Thermometers:

- Program distributed approximately 300 thermometers, with high standards required for receipt
- Opened with new partners to continue deployment
- Continued to show atypical illness levels in St. Johns and surrounding counties that required awareness and were indicative of COVID moving around

Facemasks:

- Ordered additional 20,000 masks for City gift shop inventory so local businesses could purchase unlimited quantities
- Cloth masks also sold at gift shop

Workforce:

- Press release would be submitted closing City Hall to the public effective July 16, 2020 through August 31, 2020
- Enhanced working from home for City Employees
- Seven employees currently out for testing, in various stages with delayed test results

² Attached to original minutes

- Extreme challenges for a three-person Human Resources department to track employees, off duty travel and ensure protocols followed
- City Hall mandatory indoor standard applied prior to City-wide mandate helped cut transmission
- Dealt with prospect of school re-opening with the workforce and meeting all City services

COVID Testing:

- Partnered with Flagler Hospital's drive-thru testing program, main issue was open access testing for those without health insurance, and issue with CARES Act money from St. Johns County
- St. Augustine Fire Department, St. Johns County Fire Rescue, St. Johns County Emergency Management and Flagler Hospital all partnered to work the drive-through testing site
- Site had limited capacity and performed an estimated 1,000 tests per week, or 200 – 300 daily
- Hours 7:00 a.m. to 11:00 a.m.
- Heavy demand on labs across country, causing a problematic 5 to 7-day delay for results
- Several 'by appointment' and 'walk-in service' private sector testing locations throughout the County
- Florida Department of Health (FDOH) took appointments for contact tracing
- Continued seeking answers to capacity limits, and worked to push more testing with more locations

Fire Rescue Actions:

- Fire operations re-established at Florida School for the Deaf and Blind, to ensure crew isolation within shifts, avoid entire crews hindered by infection, and reduce employees who required isolation after potential exposure
- Mayo Clinic offered testing with results in nine hours for first

responders and the first City employee was tested July 13, 2020

Indoor Mask Policy:

- Indoor mask policy provoked 15 calls for clarification and approximately 11 calls on social distancing standards
- Only 1 person was asked to leave a business by the St. Augustine Police Department for not wearing a mask
- Policy enforcement showed most people were law abiding
- No citations had yet been issued

Carlos Aviles, Fire Chief, continued discussion with the Commission:

- Waiting 10-14 days for test results was a demand issue, since testing labs were limited
- FDOH sent tests to State labs
- Some hospitals had internal labs that offered faster results
- Vast majority of state-wide testing sites utilized state contract with the lab; therefore, expected a delay
- On July 11, 2020, Florida recorded 142,000 people tested daily, with low number at 43,000 based on open testing sites
- State university labs also worked on testing, as they were utilizing every lab available in state and out of state
- Test kits shipped out of state in effort to speed up turnaround time

The Commission and Mr. Regan discussed:

- Between 130,000 - 140,000 masks had been dispersed
- Mask requirement inside buildings going well and most people followed rules
- Social distancing in most downtown areas was impossible; therefore, revisit mask requirement in locations such as Spanish and St.

George Streets where virus could spread quickly

- COVID numbers would continue to climb
- Improve visitor education at parking garage with flyers or message from attendant about the City's indoor mask standard, encouraging outdoor mask usage, and advising mask availability at the gift shop
- Encouraged good behavior in outdoor public space with signs reminding of social distancing at either end of St. George and busy traffic areas

Mayor Upchurch noted his appreciation for the leadership of Chief Aviles and Mr. Regan on this topic.

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2020-22: Amends Section 11-89 of the City Code to correct a scrivener's error conforming lettering from numeric to alpha. (I. Lopez, City Attorney)

Item administratively removed.

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.B. Resolutions

9.B.1. Resolution 2020-25: Modifies Communications Media Technology (CMT) public comment rules.

Item was discussed prior to Item 4. General Public Comments.

Isabelle Lopez, City Attorney, reviewed the Resolution, noted the intent for efficient meetings and stated what changed were action items that did not require separate public hearings and generic public comment on non-agenda items.

Public hearing was opened and the Commission heard from the following:

In person:

- BJ Kalaidi

Via email:

- Ann Pierro (need email)

Public hearing was closed.

The Commission discussed:

- Designated voice message line for callers to leave public comment prior to meetings, which would eliminate call lag, shorten time and permit consecutive playback of messages by the Clerk
- City responsible for reasonable public accommodations for safe participation at meetings which had been accomplished during the pandemic, and a message line may further technical issues
- Commission had worked diligently to increase public participation through community workshops, charrettes, various special advisory committees, neighborhood walks
- Importance of public input because of different perspective
- Call-in comments did not work and lost control of last Commission meeting due to repeated callers,

unknown caller que, and callers responding to non-topic items

- Email comments were an expressive form of communication and should be encouraged
- Uncomfortable with in-person meetings in Alcazar Room until COVID-19 case numbers declined; therefore, suggested Flagler auditorium and County Commission room for social distancing accommodations
- COVID-19 would be around for a while and adaptation and exploration of all aspects of providing call-in comment for meetings was required

MOTION

Mayor Upchurch MOVED to pass Resolution 2020-25, effective immediately upon passage and instruct the City Clerk to explore other methods of receiving public comment by telephone. The motion was SECONDED by Commissioner Horvath.

Commissioner Sikes-Kline noted her inability to support the Motion, since it affected the current meeting and significant public input was expected; however, she appreciated her fellow Commissioners' intentions.

Mayor Upchurch stated there were no action items on the agenda for which the Commission was limiting public comment and they were not avoiding public comment, but attempting to create an orderly mechanism in going forward.

VOTE ON MOTION

AYES: Upchurch, Horvath, Valdes, Freeman

NAYES: Sikes-Kline

MOTION APPROVED 4/1

Item 4. General Public Comments discussed here.

9.B.2. Resolution 2020-24: Schedules an initial public budget hearing and sets the 2020/2021 proposed millage rate.

Mark Simpson, Director, Finance, reviewed the Resolution.

Mr. Simpson noted that further discussion of the item would take place at the August 18, 2020 Budget Workshop. He stated that two public hearings would take place in September 2020, and the first hearing was scheduled for September 3, 2020.

MOTION

Commissioner Sikes-Kline MOVED to pass Resolution 2020-24. The motion was SECONDED by Commissioner Freeman.

VOTE ON MOTION

AYES: Sikes-Kline, Freeman, Valdes, Horvath, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

The Commission discussed:

- August 18, 2020 Budget Workshop meeting conflicted with a few schedules
- Date of August 18 was not mandatory; however, the September 3, 2020 budget millage was and required posting with the Property Appraiser
- Prior meetings lasted 2 to 3 hours
- Finance personnel would resolve the Budget Workshop date and advise

10. Staff Reports and Presentations

(None)

11. ITEMS BY CITY ATTORNEY

11.A. Sunshine, Public Records and Ethics Minute.

No presentation made, provided by the City Attorney's Office for information purposes.

12. ITEMS BY CITY CLERK

(None)

13. ITEMS BY CITY MANAGER

13.A. Approval of Quit Claim Deeds, Temporary Construction Easement and Permanent Maintenance Easement for 83 Coquina Avenue.

Mr. Regan reviewed the Agreement necessary between the Morrows and the City and noted the following:

- Four documents were part of the Agreement
- Commission approval of Agreement needed, subject to form and correctness, which included the Morrows signing first
- Quit Claim Deed from the City to the Morrows had a six-month reverter clause stating in the event of their failure of work performance, the City could take back property ownership
- This had been a work in progress since the time of property acquisition

Ms. Lopez clarified that at the time of the transaction, the City was aware that the City's claim was to the center line of the platted Coquina Creek, and not to the existing creek. She noted that the legal position was solid throughout.

MOTION

Commissioner Sikes-Kline MOVED to approve the Agreement as described by Mr. Regan. The motion was SECONDED by Commissioner Valdes.

VOTE ON MOTION

AYES: Sikes-Kline, Valdes, Horvath,

Upchurch, Freeman

NAYES: None

MOTION APPROVED UNANIMOUSLY

Mayor Upchurch noted the hard work required to obtain the Agreement, and his appreciation for Mr. Franklin, Mr. Regan and Ms. Lopez for their efforts.

13.B. Notice and discussion regarding 2021 St. Johns County Legislative Action Plan.

Mr. Regan reviewed the topic and noted the following:

- Requested by St. Johns County annually
- Topics listed in plan did not limit other subjects, it was a starting point on goals with Tallahassee, for the City and support of other agencies, such as North Florida Regional Planning Council
- Items listed carried from year to year, particularly topics associated with home rule
- Mental health position a large success and Representative Stephenson successfully defended the money
- COVID would vastly reduce budgets; therefore, should spend time on 'bread and butter' smaller items, and not improbable ones

Commissioner Sikes-Kline noted the following items:

- Continue funding of State Road 313 bypass
- Bring Resolution 2016-42 forward concerning write-in candidates for municipal elections
- Bring Resolution 2010-10 forward, which banned offshore drilling
- Bring Resolution on seismic testing forward

Commissioner Horvath noted that funding West Augustine improvement items should

be on the list since this had been vetoed by the State Legislature.

Mayor Upchurch requested that Mr. Regan provide copies of the last few years of legislative requests, adding the items requested by the Commissioners. He noted the County administrators requested the information by July 24, 2020.

Mr. Regan acknowledged the request and noted that information provided by the City would not preclude future action items.

14. Items by Mayor and Commissioners

14.A. Discussion regarding granting permission for the general use of the City seal.

Commissioner Leanna Freeman reviewed a letter received by Ancient City Art requesting use of the City seal. She requested guidance from the Commission.

The Commission discussed:

- Current policy required writing a letter requesting sponsorship with Commission review
- Requests to use seal were rare
- Suggested extending seal use to local artists producing artwork with historic value
- City seal should be restricted to official City programs
- Use must establish a greater public benefit
- City Charter noted there must be written permission which reflected the State statute
- Make seal more restrictive

There was Commission consensus to direct Ms. Lopez to draft a simple criteria for Commission consideration, to use when evaluating requests for City seal usage.

Commissioner Valdes addressed the war memorial topic:

- Once the monument was gone, it was gone, a deeply troubling issue
- Would possibly be destroyed and could not be replaced
- The course taken by the Commission was not helping race relations, but exacerbating
- Understood the attempt to get past troubling part of history, but it was troubling when efforts were reduced to a 140-year mortar structure, since his business for 35 years was saving structures
- Cost to remove memorial was \$160K to \$170K, and would total \$300K to \$400K of taxpayer money to relocate, which was money he preferred to spend on building sewers or clinics in West Augustine
- Unsure when COVID would end, so was this a good time for destruction of something that could be repurposed into a true need, a Civil War monument in the City that could not be 'plucked' from history
- Wanted the Commission to reconsider their decision

Commissioner Horvath requested an update on the relocation of the monument, and noted the following:

- Pressure from numerous people in community for a Commission re-consideration on decision and take it to a referendum
- Suggested placing the item on the ballot before August deadline, so the citizens could vote
- Great ideas received from Dr. Parker on re-purposing the monument
- The Bailey's sent letter offering to close gap on cost of monument relocation, and put in a clinic or utilities in West Augustine
- Much had changed since last meeting on the topic, such as the denial of \$450K for utilities in West Augustine
- Her position was always to place names of Union soldiers on the

monument, could not deny the war happened

- Topic was uncomfortable, but felt it was ripping community apart and was a very bad mistake
- No harm to think about a possible ordinance put in place with time before the deadline, which could go along with the lawsuit
- Wanted the Commission to reconsider their decision

Commissioner Freeman requested an update on the location and the company that would move the monument.

Ms. Lopez advised the Commission of the following:

- The City was currently under litigation and public discussion should be limited
- At the suggestion of a scheduled shade meeting by Mr. Regan, she noted that discussion would be limited to litigation strategy and cost
- Certain items the Commission discussed were strategic and would impact the City's response on its' position to the Court, other items were general public policy
- Commission could reconsider its' decision on monument without a shade meeting
- Unsure of Supervisor of Elections' deadline date to place a question on referendum which required a fully signed Ordinance
- Required Commission direction to draft an Ordinance and schedule two readings and it was a tight deadline

Commissioner Sikes-Kline agreed that the Commission should conduct shade meetings whenever lawsuits were filed.

Mayor Upchurch noted the following:

- The Commission considered the decision carefully and deliberately

and made what was believed the best decision for the community

- All Commissioners were receiving pushback from those unhappy with decision, and that was their right
- Compelling arguments existed on both sides which each Commissioner had opportunity to consider and discuss with the City Manager to shape an agenda in going forward
- Pending litigation made him uncomfortable with saying much more

Ms. Lopez stated she would determine if shade meetings could be conducted through CMT, due to their nature and the necessity of a court reporter.

There was Commission consensus to have a shade meeting, at the first reasonable opportunity and at a location that accommodated social distancing, should the meeting not be allowed through CMT.

15. Adjournment

There being no further business, the meeting was adjourned at 7:41 P.M.³

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

³ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 25, 2020

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 867 W. 8TH STREET**

Enclosed is a Satisfaction and Release of Mortgage for 867 W. 8th Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Ronald C. Proctor. The mortgage was recorded in the Public Records of St. Johns County on January 25, 2017. 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 September 14, 2020 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

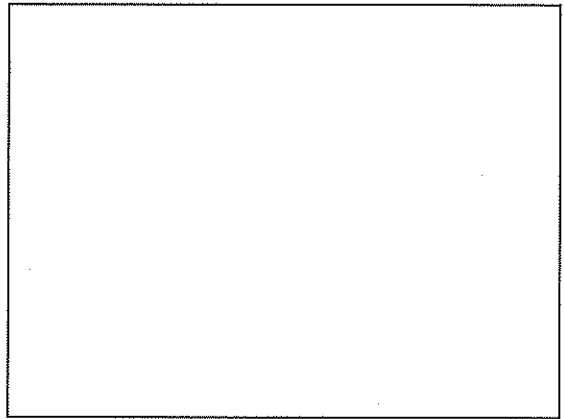


Isabelle C. Lopez
City Attorney

/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 **RONALD C. PROCTOR**, whose address is 867 W. 8th Street, St. Augustine, Florida 32084, his heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 6, 2017, recorded at Official Records Book 4321, Page 979, 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 4321, Page 979, 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 _____, 2020.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, 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, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

1-77 CLARKS ADDN LOT 5 & E1/2 LOT 6 BLK 64 UNREC A/D & 853/2502 (Q/C) & OR862/1159 & 1075/481 (Q/C).

PARCEL ID: 133194-0050

ADDRESS: 867 W. 8TH STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between **Ronald C. Proctor**, whose address is 867 W. 8th Street, St. Augustine, FL 32088 (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:

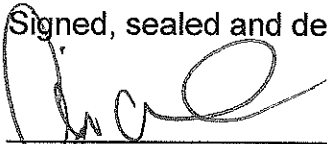
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of 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.

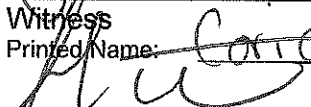
2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and 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 \$34.12 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 6th day of January, 2017.

Signed, sealed and delivered in the presence of:



Witness
Printed Name: Corral Wiles


Witness
Printed Name: John Augustus

BY:



(Printed Name) Ronald C. Proctor
(Address) 867 W. 8th Street
(Telephone) 904-377-7849

* * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * *

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

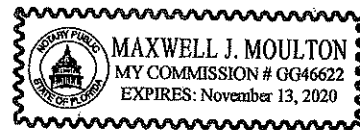
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Ronald C. Proctor** who is personally known to me or who has produced FL DL-31 P623-723-50-378-G 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 6th day of January, 2017.



Notary Public, State of Florida



LEGAL DESCRIPTION

1-77 CLARKS ADDN LOT 5 & E1/2 LOT 6 BLK 64 UNREC A/D & 853/2502 (Q/C) &
OR862/1159 & 1075/481(QC)

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Ronald C. Proctor
ADDRESS: 867 W. 8th Street
St. Augustine, FL 32084

\$3,385.80

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 867 W. 8th Street St. 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 **3,385.80 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.90 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **34.12 Dollars** each, commencing on the date hereof 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.

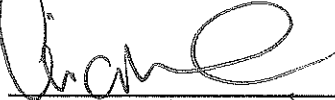
All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

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 6, 2017, in the presence of:



Witness
Printed Name: Corral Viles



Witness
Printed Name: John Augusto

BY: 

(Printed Name) Ronald C. Proctor
(Address) 867 W. 8th Street
(Telephone) 904-377-7849

* * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * *

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

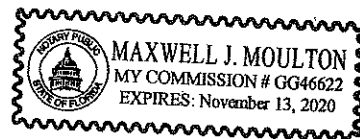
STATE OF Florida

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, **Ronald C. Proctor** who is personally known to me or who has produced FL D-8 PG22-723-50-378-0 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 6th day of January, 2017.

Maxwell J. Moulton
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 6, 2020

RE: **ORDER RELEASING CODE ENFORCEMENT LIEN: 125 WASHINGTON STREET**

Please find enclosed an Order Releasing Lien for 125 Washington Street, owned by Russell E. and Anita L. Thomas. This release reflects the previously outstanding Code Enforcement lien levied against this property. The outstanding balance of \$224.00 has been paid in full.

Please place the Order Releasing Lien on the consent agenda for consideration and execution at the August 24, 2020, City Commission meeting.

Should you have any questions or comments, please do not hesitate to contact me. Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

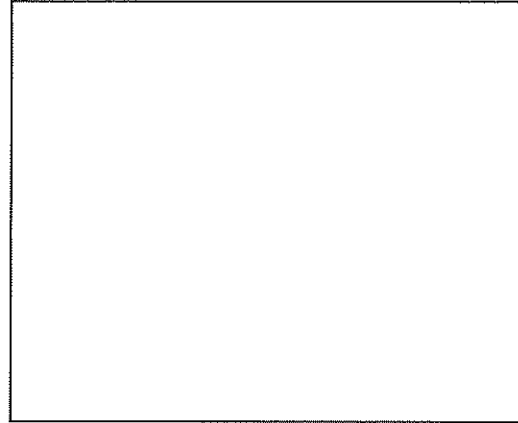
xc: Meredith Breidenstein, Assistant City Manager
David Birchim, Planning & Building Director
Darlene Galambos, City Clerk (*with original*)

Agenda Title:

Order releasing the Code Enforcement lien levied against 125 Washington Street as paid in full.

BEFORE THE
CODE ENFORCEMENT,
ADJUSTMENTS & APPEALS BOARD
OF THE CITY OF ST. AUGUSTINE, FLORIDA

ORDER RELEASING LIEN
CEAAB CASE NO. 2016-4482



IN THE MATTER OF: **RUSSELL E. THOMAS**
 ANITA L. THOMAS
 125 WASHINGTON STREET
 ST. AUGUSTINE, FLORIDA 32084

VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:
 CITY CODE, CHAPTER 8, SECTION 8-608
 CITY CODE, CHAPTER 28, SECTIONS 28-89(2)(D)(3), 28-91

LIEN FILED AGAINST: **RUSSELL E. THOMAS**
 ANITA L. THOMAS

VIOLATION SITE: **125 WASHINGTON STREET, ST. AUGUSTINE, FLORIDA 32084**

LEGAL DESCRIPTION: **2-72 CITY OF ST. AUG LOT 12 OF SUB OF LOT 3 BLK 38-B**
 OR2408/703 & 2778/289 (L/E)

PARCEL NUMBER: **200120-0000**

.....
ORDER

THIS MATTER having come to be heard before the Code Enforcement, Adjustments and Appeals Board of the City of St. Augustine on November 8, 2016, and this Board having entered the following Order:

- **ORDER FINDING VIOLATION AND IMPOSING A FINE**
- Dated November 16, 2016
 - Recorded in O.R. Book 4301, Page 1469 on December 15, 2016

And the Board, being fully advised in the premises, hereby finds:

- **THE ABOVE REFERENCED LIEN HAS BEEN PAID IN FULL.**

THEREFORE, it is hereby ordered that the lien against the property, as established in the Orders referenced herein, is hereby released.

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

IN WITNESS WHEREOF, this Order Releasing Lien has been duly signed and executed by the Lienor, this _____ day of _____, 2020.

**CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation**

ATTEST:

By: _____
Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(S E A L)

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

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida
(S E A L)

BEFORE THE
CODE ENFORCEMENT,
ADJUSTMENTS AND APPEALS BOARD
CITY OF ST. AUGUSTINE, FLORIDA

**ORDER FINDING VIOLATION
AND IMPOSING A FINE
CEAAB CASE NUMBER: 2016-4482**

IN THE MATTER OF:

**Russell E. and Anita L. Thomas
125 Washington Street
St. Augustine, FL 32084-0000
(Hereinafter referred to as Respondent)**

Public Records of St. Johns County, FL
Clerk number: 2016082056
BK: 4301 PG: 1469
12/15/2016 8:44 AM
Recording \$27.00

RE: VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:

**City Code, Chapter 8, Section 8-608
City Code, Chapter 28, Section 28-89 (2) (d), (3)
City Code, Chapter 28, Section 28-91**

VIOLATION SITE: **125 Washington Street**

LEGAL DESCRIPTION: **2-72 CITY OF ST AUG LOT 12 OF SUB OF LOT 3 BLK
38-B OR2408/703 & 2778/289 (L/E).**

PARCEL NUMBER: **200120-0000**

THE CODE ENFORCEMENT, ADJUSTMENTS AND APPEALS BOARD HEARD TESTIMONY AND EXAMINED EVIDENCE AT A HEARING HELD ON **NOVEMBER 8, 2016** AND, BASED ON THE EVIDENCE, HAS ADJUDGED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is the legal owner and/or occupant of the subject property and was duly notified of the hearing held on November 8, 2016 in accordance with Chapter 162, F.S.

The respondent and/or authorized representative was present at the November 8, 2016 Code Enforcement, Adjustments and Appeals Board meeting and testified under oath.

2. Upon receipt of an after-the-fact HARB Certificate of Demolition application within the Planning and Building Department, code enforcement was alerted to the following code violations:
 - Demolition of a residential building constructed in 1922 and contributing to the Lincolnville National Register Historic District following an attempted permitted rehabilitation without Historic Architectural Review Board approval, and without demolition permit.
 - On September 15, 2016, HARB denied an after-the-fact Certificate of Demolition application.

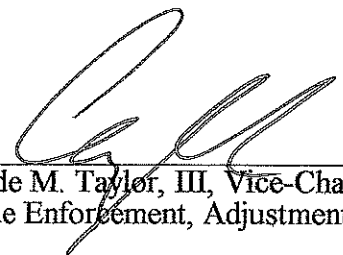
3. The above described is a violation of the following Section(s) of the City Code of St. Augustine:

City Code, Chapter 8, Section 8-608
City Code, Chapter 28, Sections 28-89 (2) (d), (3) and 28-91

4. On September 27, 2016 the Planning and Building Department sent an **"Official Notice of Violation"** to formally advise the respondent of the violation, via certified mail. The notice gave the respondent zero (0) days from the receipt of the letter to correct the violation, and advised the respondent that the Code Enforcement, Adjustment and Appeals Board may impose a maximum fine of up to \$5,000 for the violation.
5. On September 27, 2016 the Planning and Building Department sent the respondent, via certified mail, an **"Official Notice of CEAAB Hearing"** for October 11, 2016. However, that meeting was postponed to November 8, 2016 due to Hurricane Matthew. And on October 28, 2016 the property was posted with an affidavit of an **"Official Notice of CEAAB Hearing"** for November 8, 2016.
6. On November 8, 2016 the Code Enforcement, Adjustments and Appeals Board found the case in violation and issued an **"Order Finding Violation and Imposing a Fine"** which allowed the Respondent zero (0) days from the date of the **"Order"** to correct the violation. The Board further ordered that a fine in the amount of \$224.00 be imposed for administrative costs.

THIS ORDER MAY BE RECORDED IN THE OFFICIAL RECORD BOOKS OF ST. JOHNS COUNTY FORTHWITH AND SHALL CONSTITUTE A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR, PURSUANT TO SECTIONS 162.08 AND 162.09, FLORIDA STATUTES. YOUR CONTINUED NONCOMPLIANCE CAN RESULT IN FORECLOSURE, JUDICIAL SALE AND LOSS OF YOUR PROPERTY. THEREFORE, IF FOR ANY REASON YOU ARE UNABLE TO COMPLY WITHIN THE STATED TIME, PLEASE NOTIFY THE CODE ENFORCEMENT INSPECTOR IMMEDIATELY.

DONE AND ORDERED THIS 8TH DAY OF NOVEMBER, 2016 in open session at the Alcazar Room, 75 King Street, St. Augustine, Florida.



Clyde M. Taylor, III, Vice-Chairman
Code Enforcement, Adjustments and Appeals Board

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, Clyde M. Taylor, III, who is personally known to me 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 16th day of November, A.D., 2016.



SANDRA J. PARTIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF118112
Expires 4/30/2018

Sandra J. Partin
Notary Public, State of Florida

You have 30 days in which to appeal this order to the Circuit Court of St. Johns County. The Code Enforcement, Adjustments and Appeals Board, upon notification by the Code Enforcement Inspector that a previous order of the Board has not been complied with by the set time, may order the violator to pay a maximum fine of \$250 for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists, or upon any other real or personal property owned by the violator; and it may be enforced in the same manner as a court judgment by the Sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for the enforcement purposes. After three (3) months from filing of any such liens which remain unpaid, the Code Enforcement, Adjustments and Appeals Board may authorize the local governing body attorney to foreclose on the lien.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: September 14, 2020

RE: License Agreement for the Use of City Right of Way for an Existing Dock at 7 Inlet Place

On August 4, 2020, the Planning and Zoning Board approved a new boat lift and floating platform to an existing dock at 7 Inlet Place. The existing dock was built in 1998 and it crosses two portions of unopened city right of way, one of which is partially submerged and one of which is entirely submerged.

The Florida Department of Environmental Protection (FDEP) has required the homeowner to “provide documentation of sufficient real property interest in or control over the land upon which the activities described in your application are proposed” as a condition of their approval for the permit to install the floating dock and boatlift. (see attached)

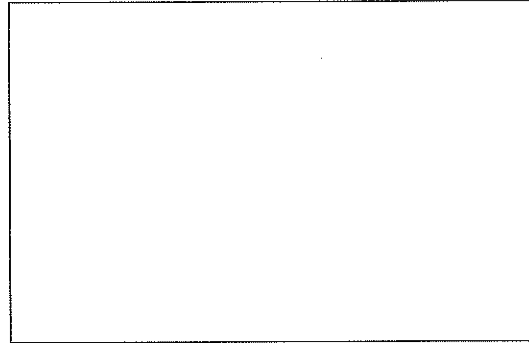
There are two sections of this dock that cross unopened city right of way, both of which are identified by the St. Johns County Property Appraiser as “Anastasia Ingram Street” and neither of which are accessible to the public. The western most portion (which appears to be partially wetlands and partially submerged) appears to be an unopened portion of Sanchez Cove and the western most portion (entirely submerged) appears to be an unopened section of Salt Run Court.

Please place this license agreement on the September 14, 2020 City Commission agenda. If you have any questions, please let me know.



David Birchim, AICP
Director, Planning and Building

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



LICENSE FOR USE OF CITY RIGHT-OF-WAY

COMES NOW **THE CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to **Jason and Jamie Hoffnagle** ("Grantee"), whose address is **7 Inlet Place St. Augustine, FL 32080**, a non-exclusive, revocable License for the permissive use of the Grantor's public right-of-way known as **Ingram Street** located at **29°53'25.3"N 81°17'30.6"W**, situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.
2. All notices required by this License shall be affected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.
3. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's right-of-way but only to the extent required by Grantee for placement of a residential dock from Grantee's property, across Grantor's right-of-way, to the Matanzas River/Salt Run. Grantee shall not use the property for parking, storage, or placement of any structure other than a residential dock without the written permission of the City Manager or designee.
4. Grantee shall not occupy, or use said right-of-way, nor shall Grantee permit the occupation or use of said right-of-way, for any purpose other than those purposes expressly permitted by this License.
5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject right-of-way, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee one hundred eighty (180) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the Grantor.
6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the right-of-way, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.
7. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

9. Grantee, at all times during the term hereof, shall carry public liability insurance against personal injury and property damage with a company authorized to conduct business in the State of Florida and satisfactory to the Grantor, protecting the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Grantor's right-of-way. Said insurance shall name the City of St. Augustine as an additional insured with limits of coverage not less than: \$300,000, bodily injury or death, each person; \$300,000, bodily injury or death, each accident; \$300,000, property damage, each individual claim; and \$300,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date of execution of this License and shall continue to supply such proof to Grantor annually on the anniversary date of the execution of this License. Grantor's representative with regard to providing the written proof required herein shall be the City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

10. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the right-of-way within one hundred eighty (180) days of receipt of such notice of termination or cancellation. If such improvements are not removed within one hundred eighty (180) days of initial notice, Grantor may remove such structures, and Grantee shall pay Grantor's costs of such removal within one hundred eighty (180) days of receipt of notice of such costs. If Grantee fails to pay such costs within one hundred eighty (180) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

11. Grantor, at Grantor's expense, shall record this License in the Public Records of St. Johns County, Florida.

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

13. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of _____, 20____.

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

GRANTOR:
CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

Tracy Upchurch, Mayor-Commissioner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this _____ day of _____, 20____.

Notary Public, State of Florida

GRANTEE:

Jason and Jamie Hoffnagle,
(type an individual or FL corporation)

Signed, sealed, and delivered
in the presence of:

D. Welden
Witness
Print: Digna Welden

R. Carter
Witness
Print: Ryan Carter

By: [Signature]
(type name and title if corporation)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 5th day August, 2020.

Diana M. Welden
Notary Public, State of Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY



EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE UNOPENED CITY OF ST. AUGUSTINE INGRAM STREET(STREET NAME) RIGHT OF WAY LOCATED AT 29°53'25.3"N 81°17'30.6"W WHICH IS APPROXIMATELY 5-25 FEET IN WIDTH AND 95 FEET TOTAL IN LENGTH AS GENERALLY DEPICTED ON THE ATTACHED MAP, DATED 7-20-2020 AND IDENTIFIED AS "EXISTING DOCK MOD OVER CITY RIGHT-OF-WAY"



CARTER ENVIRONMENTAL SERVICES, INC.
CES
 42 Masters Drive
 St. Augustine, FL 32084
 904-540-1786
 www.carterenv.com

Dock Over CoSA Right of Way
7 Inlet Pl.

Project: 5.20151 St. Augustine, FL Date: Aug 05 2020

Figure: 1



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

REQUEST FOR ADDITIONAL INFORMATION

July 10, 2020

Jason Hoffnagle
7 Inlet Place
St. Augustine, Florida 32080
maritimedocks@att.net

Re: First Request for Additional Information (RAI)
St. Johns County – Environmental Resource Permitting Program
Site Name: Hoffnagle Dock Replacement
Site ID: 0139389
DEP Application No.: 55-0139389-002-EG

Dear Hoffnagle:

Thank you for your application for a General Permit submitted on June 25, 2020 for the above referenced Site. A review of your application and supporting documentation indicates the application is incomplete. Please provide the information listed below and refer to this RAI in your response

1. Please provide documentation of sufficient real property interest in or control over the land upon which the activities described in your application are proposed. Refer to Rule 62-330-402(1) and as defined in Section 4.2.3(d) of Applicants Handbook Volume I.

To continue the processing of your application, the Department must receive a response within 60 days of this letter, September 8, 2020, unless a written request for additional time to provide the requested information is submitted and approved. It is the Department's desire to provide prompt turnaround times on permit applications, and a quicker response to this RAI shortens the timeframe for which a final decision on the application can be made. Pursuant to Rule 62-4.050, F.A.C. and Section 120.60, F.S., failure of an applicant to provide timely requested information by the applicant deadline may result in denial of the application. You are encouraged to contact this office to discuss the items requested to assist you in developing a complete and adequate response.

Your application may qualify for an SPGP; however, you did not provide the appropriate documentation for us to confirm qualification. Please submit the Project Design Criteria (PDC) Checklists for your project. Consult the Army Corps Jacksonville District Regulatory Division Sourcebook for more information about the SPGP and the applicable PDCs. If the PDCs are not provided or not completed correctly, you will need to apply separately to the Corps for your federal authorization.

Please submit your response by email to mary.gaudios@floridadep.gov.

Sincerely,



Thomas G. Kallemeyn
Permitting Program Administrator

TGK:kp:mg

v. 1.8

c:

Jason Hoffnagle, maritimedocks@att.net
Carter Environmental Services, Inc., michael@carterenv.com
Thomas Kallemeyn, FDEP NED
Michelle Neeley, FDEP NED
Mary Gaudios, FDEP NED
Kim Pearce, FDEP NED



CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: August 21, 2020

RE: Consent Agenda Item for September 14, 2020 City Commission Meeting
Grant Agreement with the Florida Department of Environmental Protection (FDEP) -
Assess Vulnerability of Septic Systems (OSTDS) to Sea Level Rise and Storm Surge
– Agreement No. R2130

The proposed grant agreement is with the Florida Department of Environmental Protection's (FDEP) Florida's Resilient Coastline Program (FRCP). The agreement will pay 100% of the costs to the City, for conducting a study to assess the vulnerability of on-site treatment and disposal systems (OSTDS) to sea level rise (SLR) and storm surge. The results of this analysis will be used to develop adaptation plans. The City will be entering into a sub-contract agreement with the University of Florida to conduct the study that will be grant funded by FDEP. The maximum reimbursement amount is \$75,000. The project must be completed by June 30, 2020. No work may begin on this project until the associated agreement is fully executed.

Staff has reviewed the contract agreement and recommends approval. As such, staff requests that the City Commission authorize the city manager to execute Agreement # R2130. Furthermore, staff also recommends that the City Commission authorizes the City Manager to complete and execute all documents necessary to seek and receive the described grant funds and other contracts necessary to complete the Project.

Sincerely,



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

Enclosure

cc: I. Lopez, City Attorney, T. Grant, Director, Utilities, M. Simpson, Finance, M. Breidenstein, Assist. City Manager, J. Beach, Engr, Corey Sakryd, Grants Admin.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	R2130		
Grantee Name:	City of St. Augustine		
Grantee Address:	75 King Street, St. Augustine, FL 32084		
Grantee's Grant Manager:	Jessica Beach	Telephone No.:	904-209-4227
Project Title:	Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans- Phase 1		
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	Quarterly Status Update
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u>			
Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R2130 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. R2130

Payment Request No. Request Date:

Grantee's Grant Manager Name: Jessica Beach

Grantee Name & Mailing City of St. Augustine

Address for Payment: 75 King Street

St. Augustine, FL 32084

Task No(s). Total Task Amount(s) Requested:

Performance Period - Date Range:

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

GRANTEE CERTIFICATION

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

EXHIBIT F

DEP AGREEMENT NO. R2130

Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans Phase 1

City of St. Augustine

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Exhibit F, DEP Agreement #: R2130

1 of 4

Rev. 3/11/2019

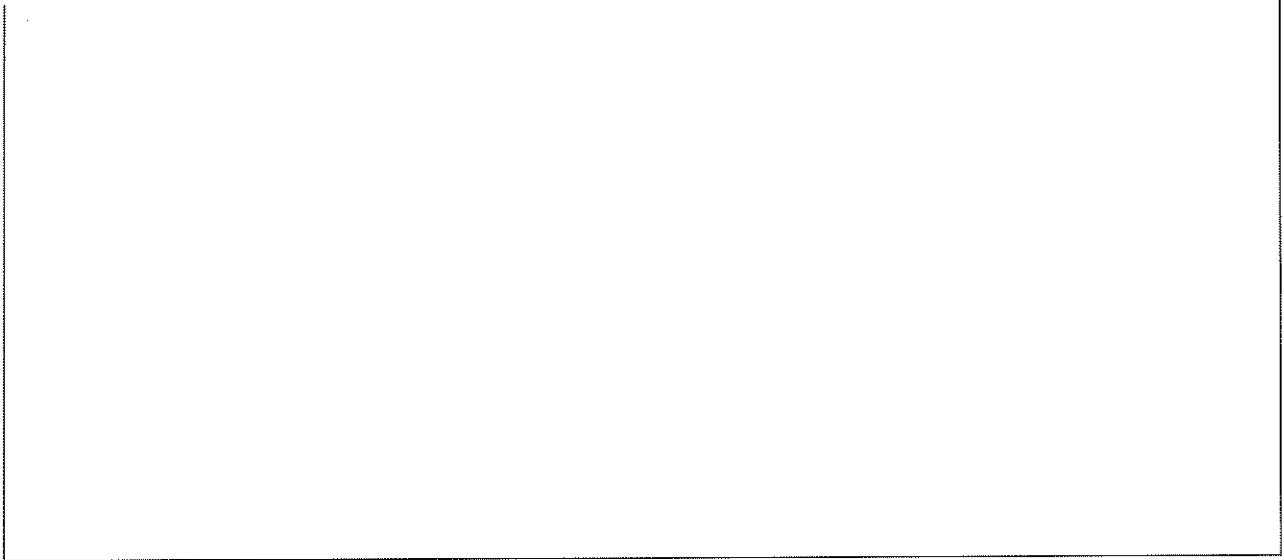
Final Project Report

Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans Phase 1

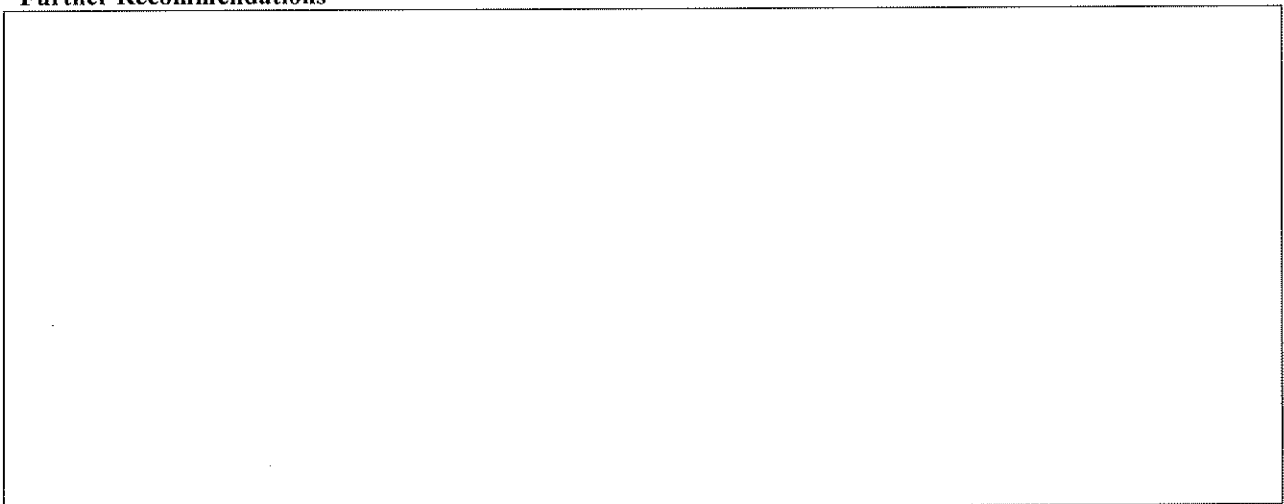
Executive Summary

Methodology

Outcome



Further Recommendations



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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. R2130

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

Exhibit G, DEP Agreement #: R2130

1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans Phase 1	R2130

2. Parties	(Department)
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	
Grantee Name: City of St. Augustine	Entity Type: Local Government/Municipality
Grantee Address: 75 King Street, St. Augustine, FL 32084	FEID: F59-6000420 005 (Grantee)

3. Agreement Begin Date:	Date of Expiration:
Upon Execution	June 30, 2021

4. Project Number: R2130 (If different from Agreement Number)	Project Location(s): City of St. Augustine +
---	--

Project Description: **Assess the vulnerability and sensitivity of known and potential Onsite Treatment and Disposal Systems (OSTDS) to three potential sea level rise (SLR) scenarios and potential storm surge through comprehensive GIS modeling.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$75,000.00	☒ State ☐ Federal	CSFA# 37.098	\$75,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$75,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Whitney Gray	Name: Jessica Beach
or successor	or successor
Address: 3900 Commonwealth Blvd.	Address: 75 King Street
MS235	St. Augustine, FL 32084
Tallahassee, FL 32399	
Phone: 850-245-2098	Phone: 904-209-4227
Email: Whitney.Gray@FloridaDEP.gov	Email: jbeach@citystaug.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of St. Augustine

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing initial funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R2130

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is to assess the vulnerability and sensitivity of known and potential Onsite Treatment and Disposal Systems (OSTDS) to three potential sea level rise (SLR) scenarios and potential storm surge through comprehensive GIS modeling. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R2130**

ATTACHMENT 3

I. TITLE PAGE

1. PROJECT TITLE: Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans (Ph 1)

2. GRANTEE Contact Information:

Organization Name: City of St. Augustine

Name of Authorized Signer: John P. Regan, P.E.

Title: City Manager

Address: 75 King Street (Physical), P.O. Box 210 (Mailing)

City: St. Augustine

Zip Code: 32084 (Physical) 32085-0210 (Mailing)

Area Code and Telephone Number: (904) 825-1006 or (904) 825-1040 (Public Works)

E-mail Address: cosa@citystaug.com or PublicWorks@citystaug.com

3. GRANT MANAGER Contact Information:

Organization Name: City of St. Augustine

Name: Jessica L. Beach, P.E.

Title: City Stormwater Engineer

Address: 75 King Street (Physical), P.O. Box 210 (Mailing)

City: St. Augustine

Zip Code: 32084 (Physical) 32085-0210 (Mailing)

Area Code and Telephone Number: (904) 209-4227

E-mail Address: jbeach@citystaug.com

4. FISCAL AGENT Contact Information:

Organization Name: City of St. Augustine

Name: Jessica L. Beach, P.E.

Title: City Stormwater Engineer

Address: 75 King Street (Physical), P.O. Box 210 (Mailing)

City: St. Augustine

Zip Code: 32084 (Physical) 32085-0210 (Mailing)

Area Code and Telephone Number: (904) 209-4227

E-mail Address: jbeach@citystaug.com

5. FEID No. (a.k.a. Tax ID#): 59-6000420 Seq No. 005

6. WORK PERFORMED BY: (Select only one)

☐ Grantee ONLY
☒ Subcontractor ONLY
☐ BOTH the Grantee & Sub-Contractor
☐ To Be Determined

7. SUBCONTRACTORS CONTACT INFORMATION: (If applicable & known)

Organization Name: University of Florida
Name: Stephanie Gray
Title: Assistant Vice President for Research
Address: 207 Grinter Hall, PO Box 115500
City: Gainesville
Zip Code: 32611
Area Code and Telephone Number: 352-392-9267
E-mail Address: ufawards@ufl.edu

8. PROJECT LOCATION:

The project location is the municipal boundary of the City of St. Augustine, Florida.

A. List of County(ies): St. Johns County

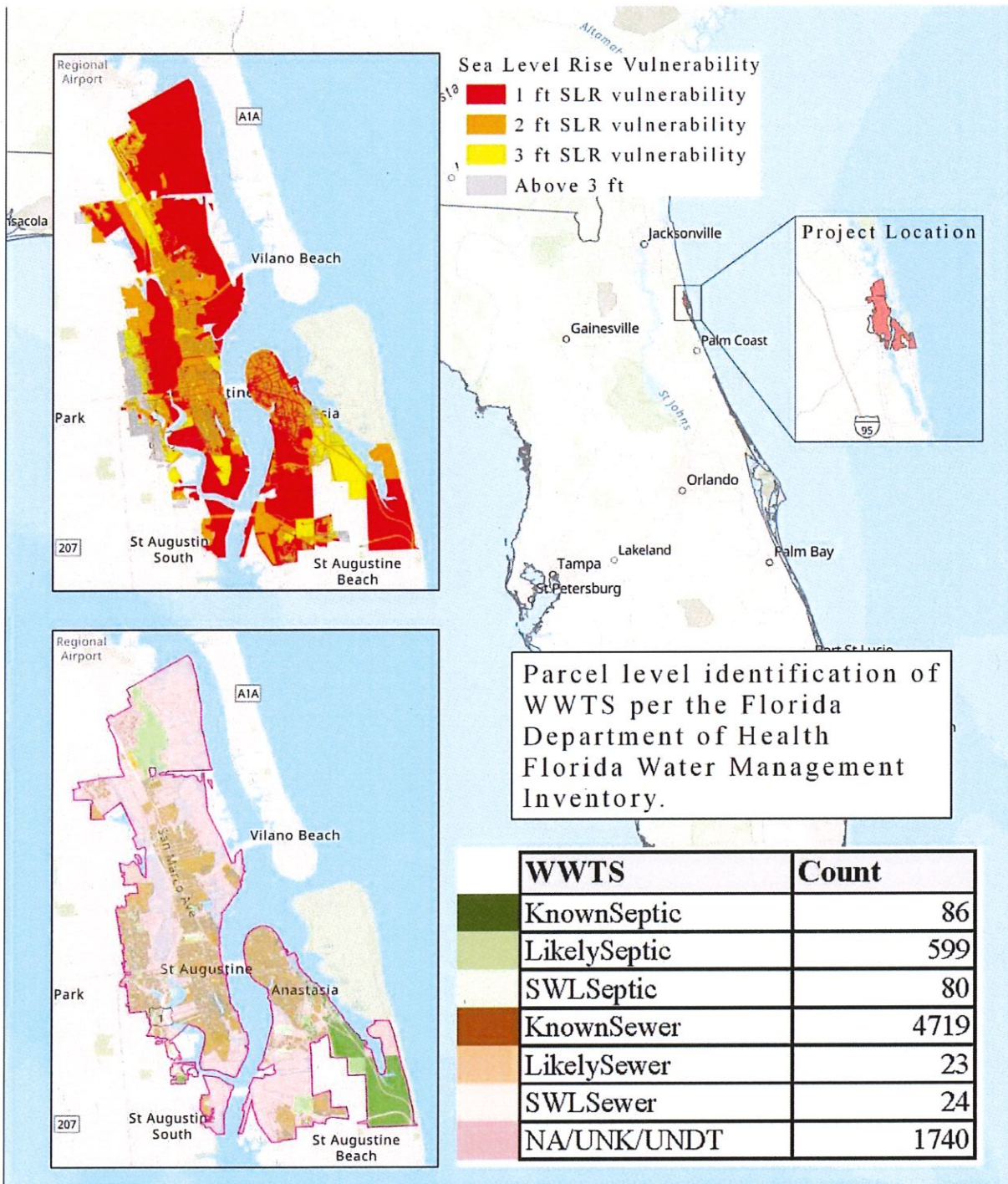
B. List of City(ies)/Town(s)/Village(s): City of St. Augustine

C. State Lands Lease Agreement Number(s): N/A

Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.

Remainder of this page intentionally left blank.

ST. AUGUSTINE, FLORIDA POTENTIAL INUNDATION AREAS OF SEA LEVEL RISE AND WASTE WATER TREATMENT SYSTEMS



II. WORK PLAN

9. **PROJECT SUMMARY:** This Priority 3 project will assess the vulnerability and sensitivity of known and potential Onsite Treatment and Disposal Systems (OSTDS) to three potential sea level rise (SLR) scenarios and potential storm surge through comprehensive GIS modeling. Outputs include spatial analyses, a report of multiple wastewater treatment (WWT) technologies including costs and funding opportunities, and results of public meetings to identify focus areas. This project will also identify areas that are suitable for development of Adaptation Action Areas (AAA's) because they are at risk of SLR, storm surge, or elevated groundwater tables. Development of AAA's can be addressed in phase two of the project.
10. **PROJECT DESCRIPTION:** The objectives of this project are to:
- Identify areas at risk from near-term sea level rise or frequent inundation from significant weather events with special attention to locations served by OSTDS
 - Calculate nutrient export estimates from OSTDS within study area
 - Research, synthesize and present to stakeholders alternative wastewater treatment systems.
 - Assist area stakeholders in development of adaptation plans to increase resiliency and reduce impacts of sea level rise on nutrient exports from OSTDS.
 - Develop methodology that will be transferable to coastal regions of Florida and similar coastal areas of the US and possibly around the world

Spatial Analysis: Using publicly available GIS data, spatial analysis will be performed to identify 1-foot, 2-foot, and 3-foot sea level rise potential inundation, storm surge potential, and elevated groundwater potential areas within the City of St. Augustine. Analysis will also include identification of WWT systems (using Florida Department of Health Florida Water Management Inventory data) at the parcel level to identify known septic or unknown and potentially septic systems at risk of impact from sea level rise, storm surge, and/or elevated ground water impacts.

Nutrient Export Calculations: Using ArcNLET, nutrient export calculations will be performed for the following groups:

- all OSTDS in the study area (base calculations)
- OSTDS within the 1-foot, 2-foot, and 3-foot SLR scenarios
- OSTDS at risk for elevated groundwater levels
- OSTDS at risk of increased flooding
- non-homesteaded parcels with OSTDS
- non-homesteaded parcels with OSTDS within the 1-foot, 2-foot, and 3-foot SLR scenarios
- non-homesteaded parcels with OSTDS vulnerable to changes in the groundwater table

Report of WWT Technologies: A comprehensive report on the range of wastewater treatment systems available (including basic OSTDS, advanced treatment units, package plants, fully developed municipal sewer systems), including pros and cons, cost estimates, and funding options will be compiled and provided to community workgroups

Public Meetings and Identification of Priority Focus Items: The data developed in the three areas above will be presented to the public to: 1) inform of potential impacts to address, 2) solicit feedback on what additional information they would like to see, and 3) public action to identify priorities for further action. These meetings will be scheduled at various times and locations to make them accessible to as many people as possible, with a minimum of 4 meetings for this phase of the project. Project reporting will also be provided at area stakeholders meetings such as the Guana Tolomato Matanzas Research Reserve quarterly Oyster and Water Quality Task Force meetings.

Publicly Available Project Information: All data developed and presented as part of this project will be made available, free of charge, in publicly accessible formats such as the public meetings, websites/story maps, and email listserv.

11. PROJECT NEED AND BENEFIT:

- A. Explain the demonstrated need, which the project addresses.** A Coastal Vulnerability Assessment and Strategic Adaptation Plan was completed for the City through the Community Resiliency Initiative Pilot Projects (CRIPP) administered through the Florida Department of Economic Opportunity (DEO) and funded by the National Oceanic and Atmospheric Administration (NOAA). The overall effort with the CRIPP study was to assess community vulnerability to projected increases in coastal flooding and develop strategies to improve resilience to the associated impacts. This project will further support those efforts. Within the municipal boundary of the City of St. Augustine, there are a little over 7,000 parcels of land. For roughly one third of these the wastewater treatment system is potential septic or unknown. This area is low lying, ranging from 0 to 9 feet above mean sea level making it highly vulnerable to sea level rise impacts. Being a coastal city, it is also susceptible to significant weather events such as hurricanes, storm surge, high tide flooding, and excessive rain. Furthermore, rising groundwater tables add additional vulnerability for a community with a significant number of onsite treatment and disposal systems. Septic tanks and drain fields are at risk of inundation from above and below. When these systems are flooded, they can no longer provide treatment of wastes causing untreated waste to enter the environment, introducing bacteria and pathogens leading to extreme water quality and environmental quality issues.
- B. Explain how the proposed project meets the purpose of one or more of the Goals and Priorities for FRCP.** This project meets the purpose of Priority 3 by conducting an Exposure Analysis to identify areas vulnerable to sea level rise, a Sensitivity Analysis to identify properties with known septic or unknown wastewater treatment systems that have the potential to be exposed to sea level rise, and to work with the public to identify Focus Areas where Adaptation Strategies to address or prevent untreated wastewater or partially treated effluent from entering the environment.
- C. Discuss how the project is feasible and can be completed by the grant period deadline.** This project will be conducted by a grad student as part of their dissertation work under the direction of an urban storm water and water quality expert (a Ph.D. committee member) and other committee members who have conducted sea level rise research in this area previously. The student holds a certificate from the University of Florida in Geographic Information Systems, a Master's in Urban and Regional Planning, has been conducting land use and water quality research projects in this area for over three years, is knowledgeable of the study area and has existing relationships with stakeholders and cooperating agencies.
- D. Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems.** The study area includes the whole of the City of St. Augustine which includes socially and historically vulnerable places and populations. The City of St. Augustine identifies itself as 'The Oldest City in the U.S.' and recently celebrated its 450th anniversary. It has a long history of historical structures, cultural places, and a well-developed archaeological record. All of these historic resources are at risk from sea level rise because of its coastal and low-lying topography.

The location of the potential and known septic systems is predominantly within low-to-moderate income (LMI) areas on the western boundary of the City of St. Augustine (West Augustine). These populations are more vulnerable to the impacts of sea level rise as in many cases they may not have the resources or means to adapt their properties to accommodate for the increased risks and vulnerabilities that may result. This study will help to better identify areas in need where additional funding and/or grants could be sought to invest in these socially vulnerable areas to become more

resilient to the effects of sea level rise. Currently, the City has one project under construction within the Oyster Creek drainage basin in West Augustine. This project is aimed to raise the socio-economic status of West Augustine, improve groundwater and drinking water well quality, and increase storm hardening by constructing a sanitary sewer system in a portion of West Augustine. Approximately, 542 linear feet of gravity sewer (8-inch PVC), service laterals and connections is being constructed on a portion of West 2nd Street. This project is eliminating septic tanks that contribute to deterioration of groundwater quality and “float” during storm events, causing significant environmental and health hazards for the community. The City received State Legislative funds in 2018 for this project as part of the Springs Initiative. This most recent legislative session (2019), the City has applied for and is scheduled to receive additional funds to expand this effort in West Augustine. These types of projects demonstrate the City’s commitment to improving water quality and resiliency within this basin and looks forward to future projects that will contribute to similar goals. The results from this proposed study will further support the City’s efforts in improving water quality, resiliency and quality of life for these socially vulnerable areas.

12. DESCRIPTION OF PROJECT OUTCOMES:

Research Outcomes

- maps and tabular summaries of individual spatial datasets
- maps and tabular summaries of dataset combinations that communicate spatial variability in risk, exposure, or vulnerability
- a report on alternative wastewater treatment opportunities and associated costs
- additional information from all identified knowledge gaps

Research results will be compiled in a final report, available to all stakeholders in an online Executive Summary webpage for use in development of adaptation strategies. The final report will contain the following:

- public links to data files of research outcomes
- a description of the project process, research and analysis methods with data sources
- reports of stakeholder meetings, suggestions from stakeholders to community leaders, and any proposed or completed actions by local governments

Learning Outcomes

- Stakeholders will be informed about relative levels of vulnerability from nutrient exports from OSTDS due to sea level rise within the City of St. Augustine
- Stakeholders will be informed about what available wastewater treatment technologies, benefits and detractions, potential costs, and potential funding sources.
- Workshop participants will be informed about assets at risk and how to value and prioritize adaptation strategies to reduce risks.

Action Outcomes

Action Outcomes for this project include stakeholder prioritizations of action recommendations for further development in adaptation planning workshops.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

BUDGET SUMMARY BREAKDOWN

Budget Categories	Payment	Task 1	Task 2	Task 3	Task 4	Task 5	Grant Amount Awarded
Salaries & Fringe	Fixed Price	\$0	\$0	\$0	\$0	\$0	\$0
Contractual Services*	Fixed Price	\$17,680	\$17,680	\$17,680	\$10,980	\$10,980	\$75,000
GRANT AGREEMENT TOTAL		\$17,680	\$17,680	\$17,680	\$10,980	\$10,980	\$75,000

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A. Describe how the project costs was determined: Costs are based on salary support of one (1) Ph. D. student for dissertation work through pursuit of this project. Costs include salary, fringe, travel, materials, tuition, and indirect costs.

B. Contractual Services Selection*: Upon a selected Sub-Contractor(s) (if applicable), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:

- a. What procurement process was utilized
- b. Justification as to how & why you made your final selection.
- c. For competitively obtained Sub-Contractor also include:
 - i. A list of all entities that you received bids/quotes from,
 - ii. Names and addresses of those entities that provided bids/quotes,
 - iii. Actual amounts of the bids/quotes that were submitted.

14. PROJECT TIMELINE: All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	Spatial Analysis	01/31/2021	\$17,680
2	Nutrient Export Calculations	02/28/2021	\$17,680
3	Report of WWT Technologies	02/28/2021	\$17,680
4	Public Meetings and Identification of Priority Focus Items	05/31/2021	\$10,980
5	Publicly Available Project Information	05/31/2021	\$10,980
Total			\$75,000

15. PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department's Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

16. CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

17. PAYMENT REQUEST SCHEUDLE: Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be

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submitted within 45 days of the task/deliverable due date. Please refer to the [website Grants page](#) for “How to Request Payment”, and “Checklist for Requesting Payment”.

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

- 18. FUNDING SOURCE:** Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department’s website at <https://floridadep.gov/resilience> or by contacting the Department’s Grant Manager for a copy) and the following statement on, the following language.

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1

- A. Title:** Spatial Analysis
- B. Goal:** Identify OSTDS at risk of inundation from sea level rise, storm surge, and/or rising groundwater tables. Develop visual materials to communicate areas and nature of risk to the public.
- C. Description:** Using publicly available GIS data, spatial analysis will be performed to identify 1-foot, 2-foot, and 3-foot sea level rise potential inundation, storm surge potential, and elevated groundwater potential areas within the City of St. Augustine. Analysis will also include identification of wastewater treatment systems (using Florida Department of Health Florida Water Management Inventory data) at the parcel level to identify known septic or unknown and potentially septic systems at risk of impact from sea level rise, storm surge, and/or elevated ground water impacts.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
- 1) Map: Areas at risk of 1-foot, 2-foot, and 3-foot sea level rise
 - 2) Map: Areas at risk of storm surge inundation
 - 3) Map: Areas at risk of elevating groundwater tables
 - 4) Map: Known and suspected OSTDS
 - 5) Documentation of map development methods, results, and data sources

Task #2

- A. Title:** Nutrient Export Calculations (for the groups described in the Description below)

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- B. Goal:** Calculate nutrient exports for OSTDS systems under various vulnerability scenarios. Communicate potential impacts to public for improved understanding of elevated nutrient impacts and risk to health, safety, and the environment.
- C. Description:** Using ArcNLET, nutrient export calculations will be performed for the following groups:
- all documented/mapped OSTDS in the study area (base calculations)
 - OSTDS within the 1-foot, 2-foot, and 3-foot SLR scenarios
 - OSTDS at risk for elevated groundwater levels
 - OSTDS at risk of increased flooding
 - non-homesteaded parcels with OSTDS
 - non-homesteaded parcels with OSTDS within the 1-foot, 2-foot, and 3-foot SLR scenarios
 - non-homesteaded parcels with OSTDS vulnerable to changes in the groundwater table
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
- 1) Summary report including:
 - a. Software derived calculation outputs
 - b. Software derived calculation outputs summarized to spreadsheet format
 - c. Software derived calculation outputs translated into a plain English report

Task #3

- A. Title:** Report of WWT Technologies
- B. Goal:** Compile a comprehensive body of knowledge, understandable to a non-technical audience, of the variety, purpose, costs and funding opportunities of wastewater treatment technologies available. Information will be used by the public to develop informed and place appropriate adaptation plans to reduce or eliminate impacts to septic systems from sea level rise, storm surge and/or rising groundwater tables.
- C. Description:** A comprehensive report on the range of wastewater treatment systems available (everything from basic OSTDS, advanced treatment units, package plants, fully developed municipal sewer systems), including pros and cons, cost estimates, and funding options will be compiled and provided to community workgroups
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
- 1) Report (MS Word and PDF formats) of WWT technologies, applications, costs, and funding opportunities

Task #4

- A. Title:** Public Meetings and Identification of Priority Focus Items
- B. Goal:** Present information developed in tasks 1-3 to the public to solicit feedback from the public on knowledge gaps they are interested in. In public meetings, use information developed to work towards identifying priority focus areas for resolution.
- C. Description:** The data developed in the three areas above will be presented to the public to: 1) inform of potential impacts to address, 2) solicit feedback on what additional information they would like to

see, and 3) public action to identify priorities for further action. These meetings will be scheduled at various times and locations to make them broadly accessible to the public (stakeholders). Project reporting will also be provided at area stakeholders meetings such as the Guana Tolomato Matanzas Research Reserve quarterly Oyster and Water Quality Task Force meetings.

D. Deliverable(s): The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.

- 1) Copies of all workshop/meeting announcements/advertisements
- 2) Agendas and sign-in sheets from each workshop/meeting indicating location, date, and time of the meeting
- 3) Presentations and other meeting materials/handouts
- 4) Brief summary report from each workshop/meeting including attendee feedback and workshop outcomes
- 5) Any materials created at each workshop/meeting (as applicable)

Task #5

A. Title: Publicly Available Project Information

B. Goal: Make available to the project community and other communities the results of research activities, findings, and outcomes in order to assist communities in the development of adaptation plans focusing on OSTDS at risk of impact from sea level rise, storm surge, and/or rising groundwater tables.

C. Description: All data developed and presented as part of this project will be made available, free of charge, in publicly accessible formats such as the public meetings, websites/story maps, and email listserv.

D. Deliverable(s): The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.

- 1) Copies of all announcements/advertisements for workshops, meetings, publication of websites and/or story maps.
- 2) Agenda and sign-in sheets from each workshop/meeting, indicating location, date, and time of workshop/meeting
- 3) Presentation(s) and other meeting materials from each workshop/meeting
- 4) Brief summary report from each workshop/meeting including attendee feedback and workshop/meeting outcomes
- 5) Any materials created at each workshop/meeting (as applicable)
- 6) Copies of all workshop/meeting announcements/advertisements
- 7) URL of Website with description of project, activities, research results, data, and priority focus items identified in public meetings
- 8) URL of Storymap with description of project, activities, research results, data, and priority focus items identified in public meetings

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
A	Department of Environmental Protection	2020/2021	37.098	Florida Resilient Coastal Program	\$75,000	100593
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$75,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA RESILIENT COASTLINES PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request the Grantee must provide a copy of acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Florida Resilient Coastlines Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
3. The Department reserves the right to reduce any fixed priced line item payment in the Agreement, Attachment 3, Grant Work Plan, where in the actual costs incurred are more than 5% less than the original budgeted fixed price value set forth in this Agreement.
4. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11, Subcontracting, Attachment 2, and, paragraph 9. c. Contractual Costs (Subcontractors), Attachment 1, Grantee shall provide the following for or all sub-contractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes that is required in Attachment 1, paragraph 9. c.
 - b. A signed certification statement by the Grantee's designated grant manager, indicating the procurement process that was utilized per their entities' policies and procedures, for all sub-contractors. The certification must include a listing of all sub-contractor quotes/bids amounts, with the company name, address, and the details of how/why they made their determinations for those sub-contractors that were selected and utilized for this Agreement.
5. The following replaces paragraph 8. Payment g. Final Payment Request, Attachment 1, Standard Terms and Conditions:
 - a. Final Payment Request. A final payment request must be submitted to the Department no later than fifteen (15) days following the completion of the project or the expiration date of the Agreement to ensure the availability of funds for payment, which ever date comes first.
6. The following replaces paragraph 10, Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Status Reports. The Department may require the Grantee to submit the status report on Exhibit A, Progress Report Form, to the Department's Grant Manager, with every task completion, and submittal of deliverables. The Exhibit A, Progress Report Form, must include a description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date.
 - b. Quarterly Reports. The Grantee shall submit status reports quarterly on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date. Quarterly status reports are due no later than five (5) days following the

completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review required reports submitted by Grantee within thirty (30) days.

- c. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Quarterly Report described above, only in instances where the next quarterly report falls after the project completion date.
7. Attachment 3, Grant Work Plan, 15. Performance Measures shall require that all deliverables and reports submitted to DEP will be Americans with Disabilities Act (ADA) also known as 508 Compliant, in all formats provided.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes.
 - a. The copyright in any work developed under this Agreement.
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
9. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	R2130		
Grantee Name:	City of St. Augustine		
Grantee Address:	75 King Street, St. Augustine, FL 32084		
Grantee's Grant Manager:	Jessica Beach	Telephone No.:	904-209-4227
Project Title:	Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans- Phase 1		
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	Quarterly Status Update
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.			
The following format should be followed:			
Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R2130 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

DEP Agreement No.	R2130	
Payment Request No.		Request Date:
Grantee's Grant Manager Name:	Jessica Beach	
Grantee Name & Mailing Address for Payment:	City of St. Augustine	
	75 King Street	
	St. Augustine, FL 32084	
Task No(s).		Total Task Amount(s) Requested:
Performance Period - Date Range:		

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Telephone Number

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RESILIENT COASTLINES PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT C**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

REQUEST DATE: This is the date you are submitting the report to DEP.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

TASK NO.: Enter the number of the TASK for which you are requesting payment. **NOTE: More than one task may be submitted for payment request. However, Part II and Part III REQUIRE a separate table for each task requesting payment for.**

TOTAL AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

PERFORMANCE PERIOD - Date Range: This is the beginning and ending date of the reporting period requesting reimbursement for. **NOTE: This date can not be before the Grant Execution Date, nor after the Grant End Date.**

GRANT EXPENDITURES SUMMARY SECTION:

Enter the total amount budgeted as approved in Attachment 3 in the "BUDGETED AMOUNT" line.

Enter the amount of this request as approved in Attachment 3 in the "AMOUNT OF THIS REQUEST" line.

Enter the total cumulative amount of this request and all previous payments on the "PAYMENTS RECEIVED" line.

The amount for the "REMAINING AMOUNT" line, will automatically calculate and populate.

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.

This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.

Do not claim expenses in a budget category that does not have an approved budget.

Do not claim items that are not specifically identified in the current Budget section of Attachment 3.

NOTE: Shaded areas in tables are auto calculated, and are indicated with "\$ -".

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

REQUIRED BACK-UP DOCUMENTATION FOR EACH TASK REQUESTING PAYMENT FOR:

Completed all parts of Exhibit C showing requested funds for payment - **Parts II & III Not required for Fixed Price Agreements.**

NOTE: *Parts II & III have an example line entered in the table. You may delete this line of text out in copied tables for additional tasks.*

Completed Exhibit A (Progress Report) showing requested task to be 100% completed, for requested funds.

Copies of all invoices to the Grantee.

Proof of Payment (Copies of canceled checks, front and back, Bank Statement, or EFT verification) - **Not required for Fixed Price Agreements.**

If a sub-contractor was used for any work on the project, a copy of the signed agreement between the sub-contractor and Grantee must be submitted to DEP before payments will be processed.

Other supporting documentation, as needed.

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests
 Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.
 Be sure to attach the executed agreement(s) between the Grantee and Sub-contractors (if not previously submitted).
 Be sure to attach original invoices to the Grantee, and proof of payment documents.
 Formulas are included in some of the spreadsheet cells, denoted with "\$ -".

Task Number:		Contractual Services							
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub-contractor Invoice Number	Sub-contractor Invoice Date	Amount Paid (Total on the check paid)	Payment Method Used	Check # or CC Type (if applicable)	Proof of Payment Provided	Amount Claimed (Not to exceed task budgeted amount)
1/10/19 - 4/15/19	EXAMPLE - John Smith	Completed Shareholder Meeting 1 and reports	15846	05/01/19	\$ 15,000.00	Check	24589	Cancelled Check	\$ 2,500.00
Contractual Total								\$	-

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests.
 Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.
 Be sure to attached timesheets showing hours worked for each task, with the employee name.
 Be sure to attach a copy of employee's pay stubs as proof of payment showing employee name and date payment was made.
Formulas are included in some of the spreadsheet cells, denoted with "\$" - "-".

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EXHIBIT F

DEP AGREEMENT NO. R2130

Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans Phase 1

City of St. Augustine

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Exhibit F, DEP Agreement #: R2130

1 of 4

Rev. 3/11/2019

Final Project Report

Assess Vulnerability of OSTDS to SLR and Storm Surge to Develop Adaptation Plans Phase 1

Executive Summary

Methodology

Outcome

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Further Recommendations

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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. R2130

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

Exhibit G, DEP Agreement #: R2130

1 of 1

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: August 28, 2020

RE: Consent Agenda Item for September 14, 2020 City Commission Meeting
Request for Additional Funding for West 5th Street Sewer Expansion and
Connections in West Augustine

In keeping with the City's commitment to work toward ways to expand sewer into the West Augustine area, \$250,000 per year has been set aside for this purpose. The West Augustine area is outside of City limits, but inside the City's Utility Service Area for water and sewer.

The West 5th Street sewer project was partially funded by the Florida State legislature through a grant from the Florida Department of Environmental Protection. Additional funding to complete the project was approved by the legislature this fiscal year; however this item was ultimately vetoed before final budget approval.

In order to complete the project which is well underway, staff recommend moving \$350,000 from some of the remaining uncommitted West Augustine sewer set-aside fund into the West 5th Street sewer project. These funds are required to finish the West 5th Street project.

This will leave \$336,000 available in the overall West Augustine sewer set-aside fund that is currently uncommitted, and will increase the available budget in the West 5th Street sewer project to \$492,000.

Staff considers the potential of adding new sewer customers in the West Augustine area as an overall benefit to the City for the following reasons:

- Monthly sewer sales revenue from new customers
- Making productive use of existing underutilized sewer mains
- Improving health and welfare within the utility service area and West Augustine
- Implementation costs are de minimis to the utility

John Regan
August 28, 2020
Request for Additional Funding for West 5th Street Sewer
Expansion and Connections in West Augustine

For these reasons, staff requests City Commission consideration of additional funding for the West 5th Street project in West Augustine in the amount of \$350,000, from the West Augustine sewer set-aside fund, as it serves a paramount public purpose, and further authorize the City Manager to negotiate and execute the necessary agreements to accomplish the project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Reuben C. Franklin, Jr.", is written over a horizontal line.

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

Enclosure:
Cost Breakdown

cc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Mark Simpson, CPA, Director of Budget and Performance Management
Todd J. Grant, P.G., Utilities Director
Bobbie-Jo Manning, Manager, Development & Mgmt Support
Jonathan Foster, P. E., Project Development Engineer

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 18, 2020

RE: **MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 09-2020-07-1743 dated July 31, 2020 from Cavendish Partners, P.A. for legal services rendered in July 2020 regarding the Marlowe v. City of St. Augustine matter.

The amount currently due is **\$2,697.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the September 14, 2020 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$41,804.40.*

Thank you.



Isabelle C. Lopez
City Attorney

/s/
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Denise C. May, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

CAVENDISH PARTNERS

P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 07/31/2020
Invoice #: 09-2020-07-1743
Matter: Marlowe
File #: 1743

INVOICE TOTAL AND BALANCE DUE \$2,697.00

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 08/30/2020

Please Remit Payment To:

Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 07/30/2020 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 18, 2020

RE: **MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 50121 dated August 14, 2020, from St. Augustine Court Reporters for transcription services rendered at the July 27, 2020 Shade Meeting regarding the Marlowe v. City of St. Augustine matter.

The amount due is **\$273.75**. We have reviewed the billing and submit same to you for placement on the consent agenda for the September 14, 2020 City Commission meeting.

{ WITH THIS INVOICE THE TOTAL EXPENDED TO DATE ON THIS MATTER EQUALS: **\$43,869.15**. }

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

St. Augustine Court Reporters

1510 N. Ponce de Leon Blvd. Suite A
St. Augustine, FL 32084
Phone: 904-825-0570



Isabelle Lopez, Esq
City of St. Augustine
City of St. Augustine
PO Box 210
St. Augustine, FL 32085

Invoice #50121

Date	Terms
08/14/2020	Net 30

Assignment #20139 on 07/27/2020

Case: Shade Meeting - Marlowe
Court Docket#:

Staff: Laura Pierle

Description	Price	Qty	Amount
Shade Meeting			
Original Transcript (30 Pages)	\$ 5.50	1.00	\$ 165.00
Appearance Fee 1st Hour	\$ 100.00	1.00	\$ 100.00
Standard Shipping	\$ 8.75	1.00	\$ 8.75
			\$ 273.75

Amount Due: \$ 273.75
Paid: \$ 0.00

Balance Due:	\$ 273.75
Payment Due:	Upon Receipt

Thank you for your business!

TAX ID: 59-3139381