CITY OF ST. AUGUSTINE CITY COMMISSION

REGULAR MEETING AGENDA
MONDAY, MARCH 11, 2019 - 5:00 PM

ALCAZAR ROOM

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1. CALL TO ORDER

- Roll Call
- Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of **REGULAR AGENDA**

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. Proclamation 2019-02: Designates March 2019 as Archaeology Month. *(L. Freeman, Vice-Mayor).*

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

- 3 minutes per individual

5. CONSENT AGENDA – Modification(s); Motion to Approve

6. APPEALS

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

(Presentations (maximum of **10** minutes per presentation). Presentations for Commission meetings must be presented to the City Manager for approval no later than ten (10) working days prior to the next City Commission meeting. A Presentation Support Services Request (available on the City's website) MUST accompany all presentations. The Form is available at:

http://www.citystaug.com/document_center/Administration/CityClerk/PresentationSupportServicesRequest04152016.pdf

A. GENERAL PUBLIC PRESENTATIONS

7.A. Presentation by Dr. Chester B. DePratter, Senior Research Professor at the South Carolina Institute of Archaeology and Anthropology, University of South Carolina, Columbia, regarding the possible location of the second settlement of St. Augustine (1566-1572**).** *(J. Regan, City Manager).*

7.B. Presentation by Jim Bush, North Area Manager of Florida Power and Light Company regarding undergrounding utilities in the City. *(M. Cullum, Director, Public Works).*

B. ITEMS OF GREAT PUBLIC IMPORTANCE

C. OTHER ITEMS REQUIRING PUBLIC HEARING

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

A. ORDINANCES – SECOND READING

B. ORDINANCES – FIRST READING *(ONLY IF REQUIRED BY LAW)*

C. RESOLUTIONS – PUBLIC HEARING *(ONLY IF REQUIRED BY LAW)*

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

A. ORDINANCES – FIRST READING

B. RESOLUTIONS

9.B. ***Resolution 2019-04***: Authorizes City Manager to apply for the Florida Fish and Wildlife Conservation Commission's Boating Improvement Program and administer the grant on behalf of the City. *(C. Sakryd, Grants Administration Coordinator).*

10. STAFF REPORTS AND PRESENTATIONS

10.A. Financial update for period ending February 28, 2019. *(M. Litzinger, Director, Finance).*

10.B. Discussion regarding the regulation of alcohol sales and the City's noise ordinance. *(B. Fox, Chief, St. Augustine Police Department).*

10.C. St. Augustine Fire Department 2018 Annual Report. *(C. Aviles, Chief, St. Augustine Fire Department).*

11. ITEMS BY CITY ATTORNEY *(See Consent Agenda also)*

11.A. Sunshine, Public Records and Ethics Minute. No Presentation. Information provided by the City Attorney's office as an on-going series to keep the Commission abreast of relevant developments.

12. ITEMS BY CITY CLERK *(See Consent Agenda also)*

12.A. Notification that applications are being accepted to fill two term expirations and one alternate position on the Historic Architectural Review Board. *(D. Galambos, City Clerk).*

12.B. Notification of three term expirations of the Lincolnville Community Redevelopment Area Steering committee and the indication from each member of their desire to continue serving. *(D. Galambos, City Clerk).*

13. ITEMS BY CITY MANAGER *(See Consent Agenda also)*

13.A. Updated task tracking list. *(J. Regan, City Manager).*

14. ITEMS BY MAYOR AND COMMISSIONERS

14.A. Summary of Responsible Hospitality Institute's "Sociable City" Summit attended by Chief Fox and Commissioner Sikes-Kline. *(N. Sikes-Kline, Commissioner).*

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.

CONSENT AGENDA – MARCH 11, 2019

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

a) **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON MARCH 25, 2019:**

b) **REMINDER OF UPCOMING MEETINGS:**

- March 25, 2019, 5:00 p.m., Regular Meeting

CA.2. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- January 28, 2019, Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- Sarah Jordan, 350 North Brevard Street
- Craig Sanford, 11 Cincinnati Avenue
- Jerry McConnell Blount, Larry Eugene Blount, Dena Ann Blount and Arlis Ray Blount, Jr., 665 Julia Street
- Hiram Thompson, 76 Old Hickory Forest Road

CA.4. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

- Proclamation 2019-03: Proclaims March 2019 as Women's History month. *(L. Freeman, Vice-Mayor).*

- Proclamation 2019-04: Acknowledges the 70th anniversary of the St. Augustine Community Chorus. *(L. Freeman, Vice-Mayor).*

CA.5. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.6. Invoice in the amount of $3,220.00 dated March 1, 2019 from Cavendish Partners, P.A. for legal services regarding the Seavin v. City of St. Augustine matter. *(I. Lopez, City Attorney).*

END OF CONSENT AGENDA

ITEM 3.A.

Proclamation 2019-02

City of St. Augustine

La Lealisíma y Valerosa Cuidad de San Agustín de la Florida 1565 - 2015

PROCLAMATION

WHEREAS, *the month of March has been designated Florida Archaeology Month by the State of Florida in recognition of archaeology's importance in understanding and preserving the State's cultural resources, as well as promoting public awareness of those resources; and*

WHEREAS, *the City of St. Augustine has recognized the significance of its archaeological heritage and has endeavored to document the remains of both the prehistoric and historical past by establishing an archaeological ordinance and program; thereby, underscoring the national and international significance of that heritage; and*

WHEREAS, *the City of St. Augustine has endeavored to illuminate the results of archaeological findings to the public (both residents and visitors) through media sources and other venues of communication so as to spark interest in St. Augustine's unique cultural heritage; and*

WHEREAS, *public involvement is a critical component in the City's ability to document the cycle of human life that has occurred in the St. Augustine both before and after European contact;*

NOW, THEREFORE, *the City Commission of the City of St. Augustine does hereby proclaim the month of March 2019, as* ***ARCHAEOLOGY MONTH*** *in St. Augustine; and encourages citizens to support archaeological efforts to preserve St. Augustine's cultural heritage.*

IN WITNESS WHEREOF, *I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 11th day of March, in the year of our Lord two thousand nineteen, and the four hundred and fifty-third year of the founding of St. Augustine, the Nation's Oldest City.*

2019-02

Mayor Nancy E. Shaver

"Most Loyal and Valorous"
Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

ITEM 7.A.

Presentation: Second Settlement

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: March 11, 2019

RE: Archaeological Testing in City Right of Way and City Properties to Determine the Location of the Second Settlement of St. Augustine (1566-1572).

The Second Settlement of St. Augustine, which existed between 1566 and 1572, was located somewhere on the northern part of Anastasia Island and it is thought to be in what is now the North Davis Shores neighborhood.

Dr. Chester B. DePratter, a Senior Research Professor at the South Carolina Institute of Archaeology and Anthropology at the University of South Carolina, has conducted academic research on the settlement and would like to undertake test digging to find the exact location of the Second Settlement. This testing would be done on city right of way and city properties. Dr. DePratter would like to present this project to the City Commission and obtain permission to undertake archaeological testing on city properties to find the location of the Second Settlement of St. Augustine.

Please place this public presentation on the March 11, 2019 City Commission agenda.

If you have any questions, please let me know.

David Birchim

David Birchim, AICP
Director, Planning and Building

The Search for Old St. Augustine 1566-1572

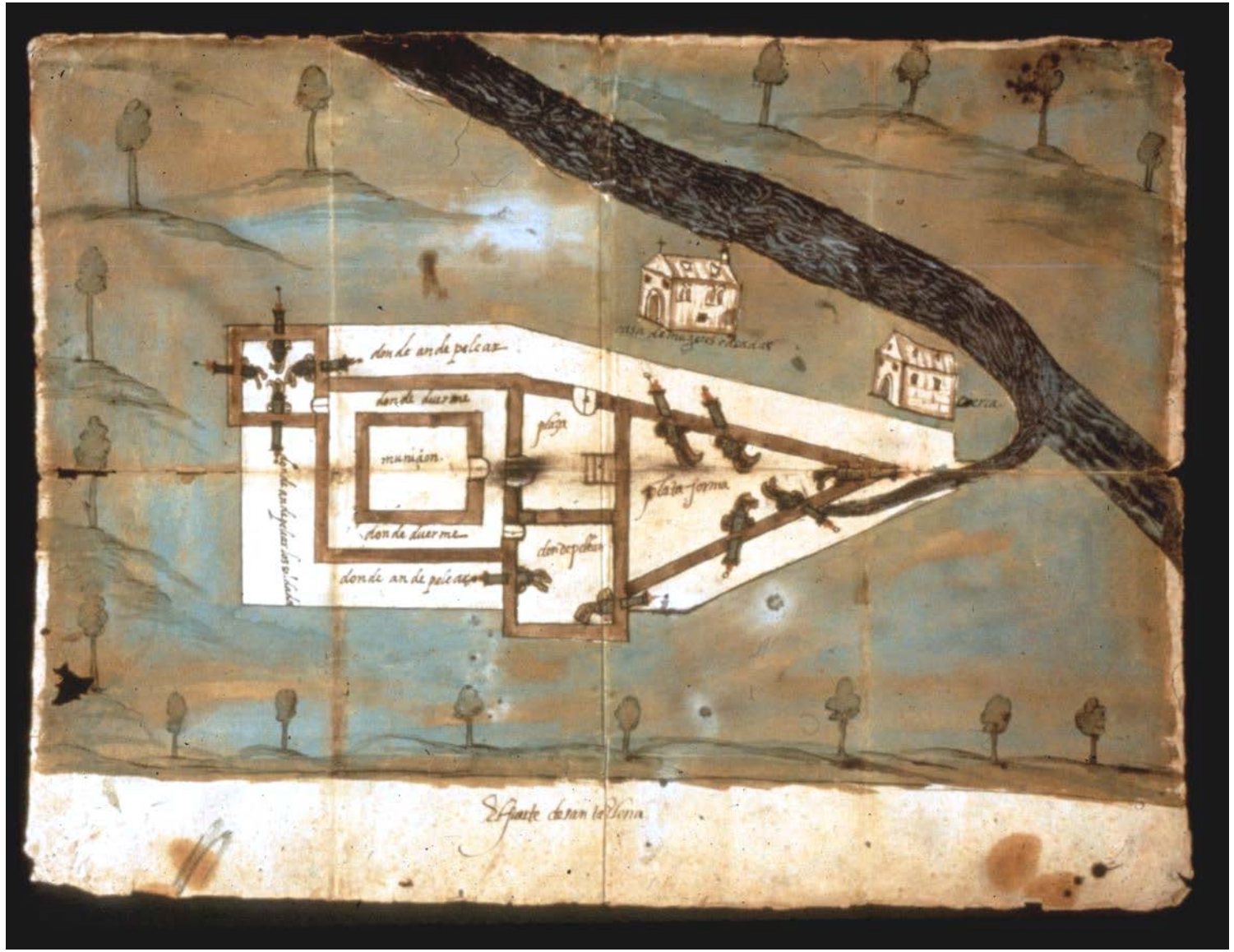
Chester B. DePratter, Ph. D.
South Carolina Institute of Archaeology and Anthropology
University of South Carolina

The Research Team

Dr. Chester B. DePratter
South Carolina Institute of Archaeology and Anthropology

Mr. Carl Halbirt
Retired City Archaeologist, St. Augustine

Dr. J. Michael Francis
University of South Florida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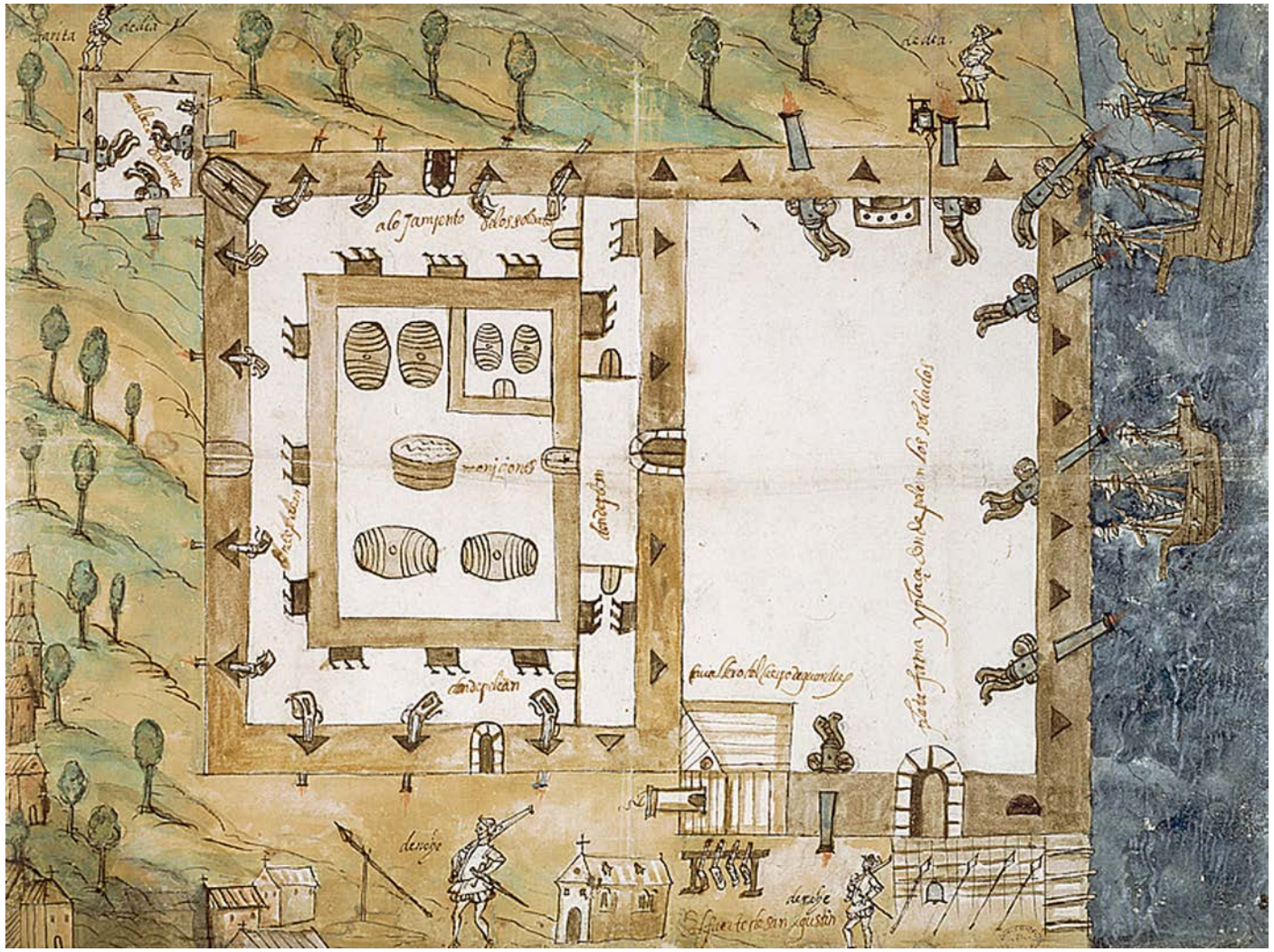
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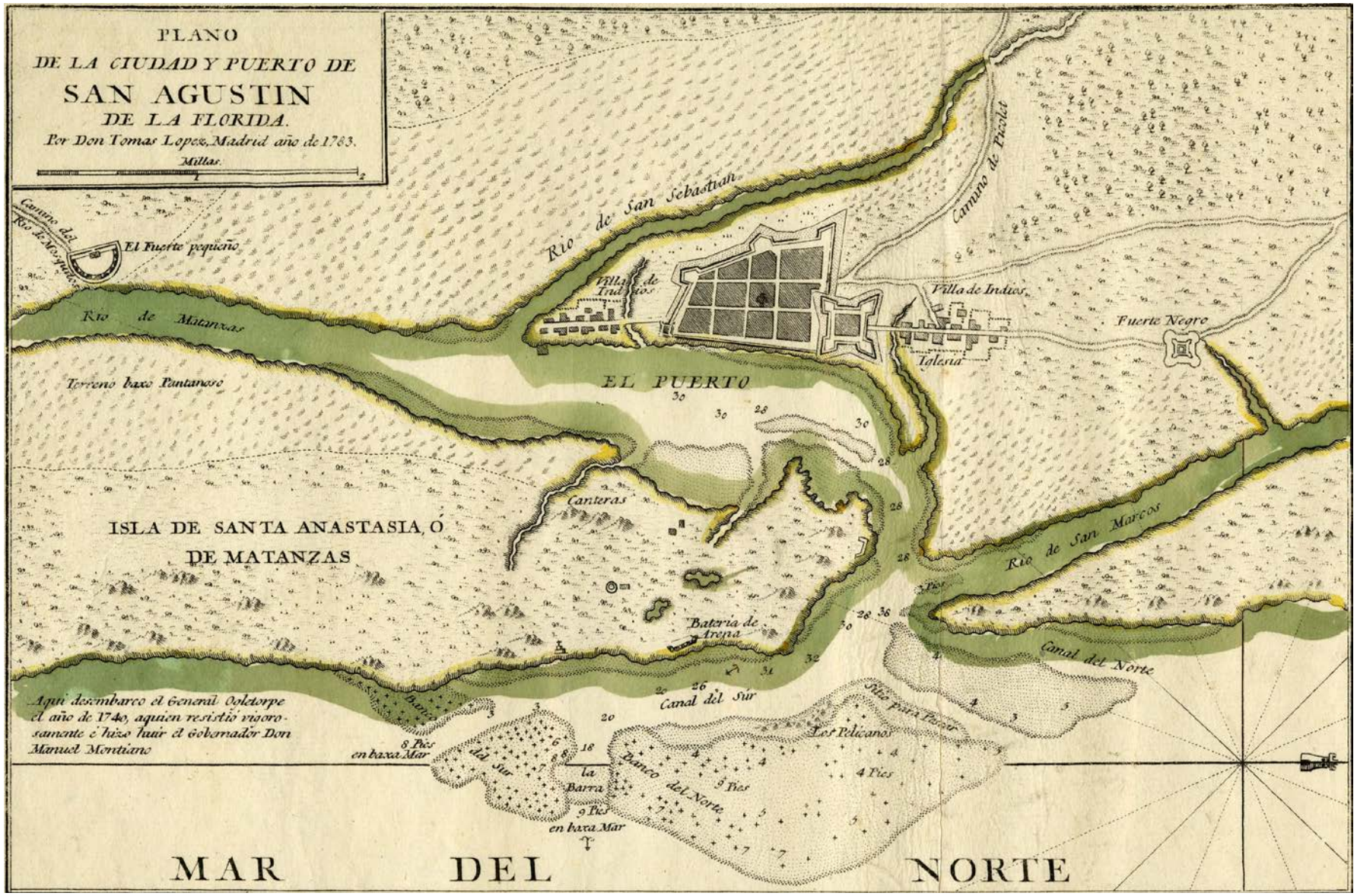
PLANO
DE LA CIUDAD Y PUERTO DE
SAN AGUSTIN
DE LA FLORIDA.
Por Don Tomas Lopez, Madrid año de 1783.
Millas.
Camino del Rio de Mosquitos
El Fuerte pequeño
Rio de Matanzas
Terreno baxo Pantanoso
Rio de San Sebastian
Camino de Picolata
Villa de Indios
Villa de Indios
Fuerte Negro
Iglesia
EL PUERTO
Canteras
ISLA DE SANTA ANASTASIA, Ó
DE MATANZAS
Rio de San Marcos
Bateria de Arena
Canal del Norte
Canal del Sur
Aqui desembarco el General Oglethorpe el año de 1740, aquien resistio vigorosamente é hizo huir el Gobernador Don Manuel Montiano
Banco del Sur
8 Pies en baxa Mar
la Barra
9 Pies en baxa Mar
Banco del Norte
3 Pies
Los Pelicanos
4 Pies
MAR DEL NORTE

ST. AUGUSTINE
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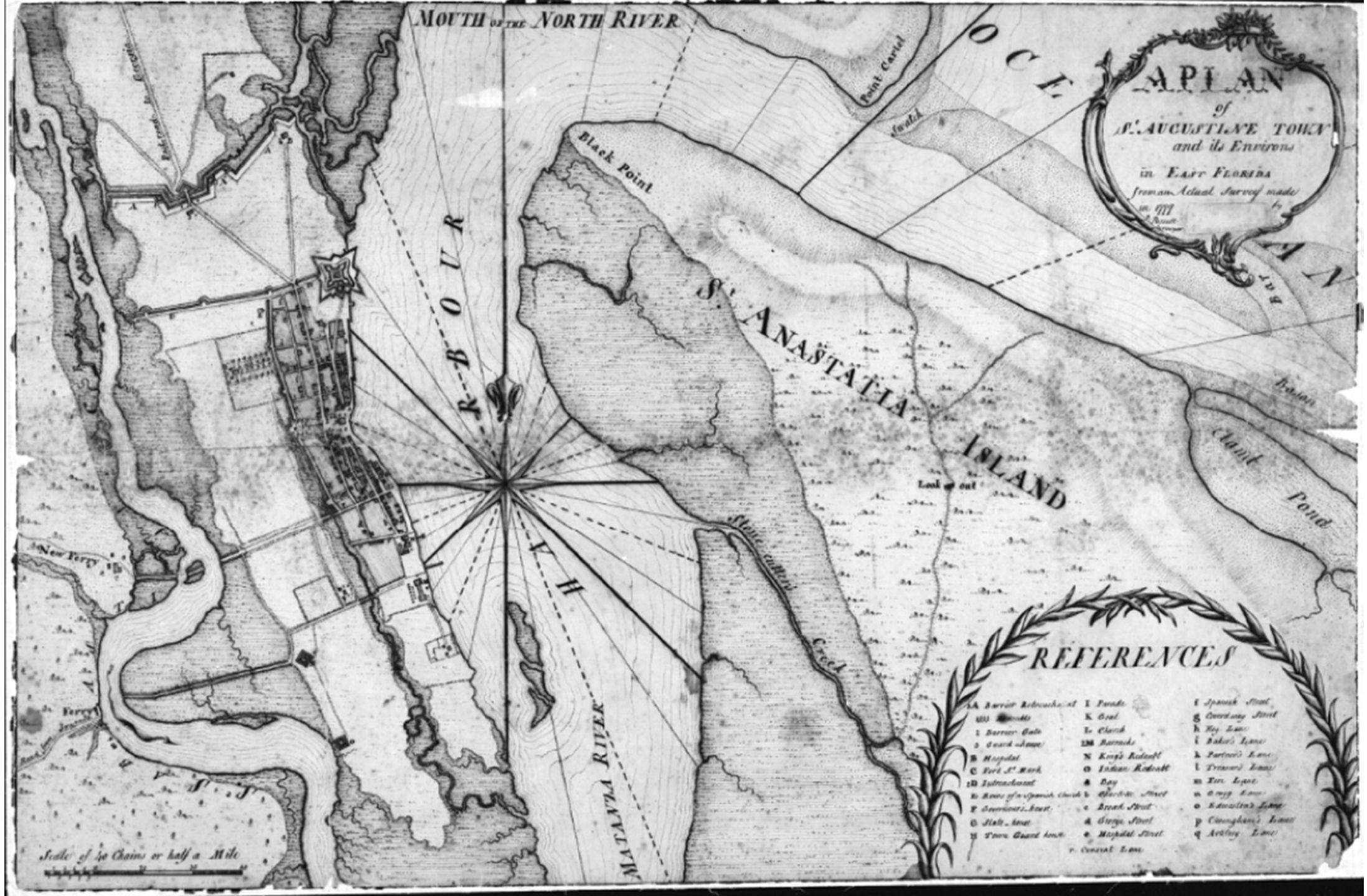
A PLAN
of
St. AUGUSTINE TOWN
and its Environs
in EAST FLORIDA
from an Actual Survey made
MOUTH OF THE NORTH RIVER
Point Cartel
Black Point
S. ANASTATIA ISLAND
Look out
Stone Cutters Creek
MATANZA RIVER
Clam Pond
Bar
New Ferry
Ferry
Scale of 20 Chains or half a Mile
REFERENCES
A Barrier Redoubt
1 Barrier Gate
3 Guard house
B Hospital
C Fort St. Mark
D Intrenchment
E Ruins of the Spanish Church
F Governor's House
G Halls house
H Town Guard house
I Parade
K Goal
L Church
M Barracks
N King's Redoubt
O Indian Redoubt
a Bay
b Charlotte Street
c Broad Street
d George Street
e Hospital Street
f General Lane
g Spanish Street
g Cornelia Street
h Bay Lane
i Baker's Lane
k Portnoy's Lane
l Treasurer's Lane
m Fox Lane
n Gray Lane
o Kirkwalter's Lane
p Cunningham's Lane
q Arthey Lane

Point
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K.E. Tower
Fort Marion
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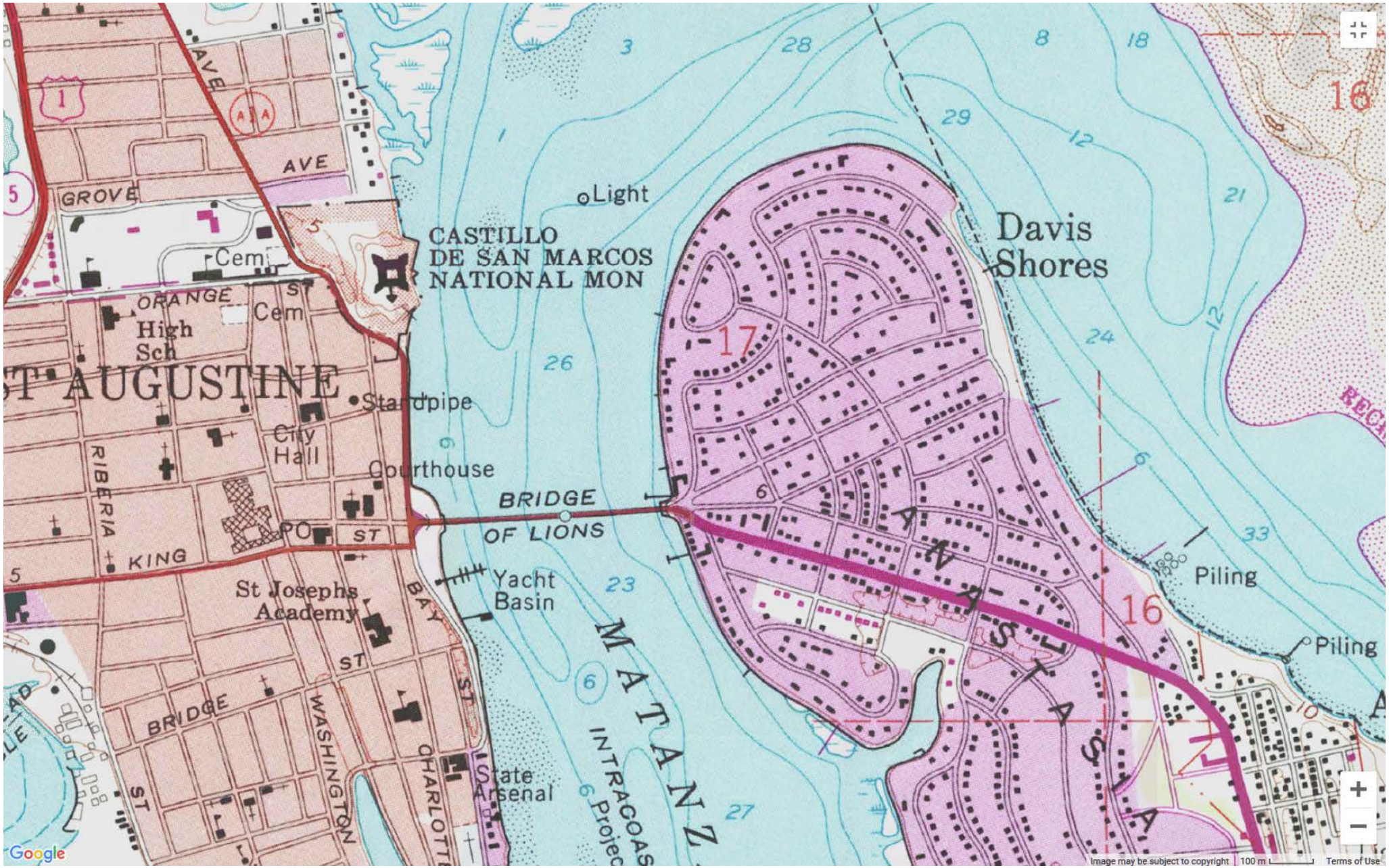
Marsh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ITEM 7.B.

Presentation: Underground Utilities

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: February 28, 2019

RE: Presentation by Florida Power and Light (FPL) to the City Commission, March 11, 2019

Agenda Item for March 11, 2019 City Commission Meeting; Presentation by FPL concerning undergrounding FPL utilities in the City of St. Augustine. FPL has been requested to present the current status of undergrounding their utility lines in City rights of way. Mr. Jim Bush, North Area Manager of FPL has agreed to present.

Thank you.

Sincerely,

Michael G. Cullum, P.E., Director, Public Works

cc: COSA Directors

ITEM 9.B.

Resolution 2019-04

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: February 26, 2019

RE: FWC, Boating Improvement Grant Program

City Staff is preparing an application to the Florida Fish and Wildlife Conservation Commissions, Boating Improvement Program. This grant project proposes to remove and replace five refueling dispensers at the Municipal Marina that are nearing the end of their usable service life. In order to satisfy all of the requirements outlined within the application it is necessary for the City Commission to adopt the accompanying resolution. Proposed resolution no. 2019-04 authorizes the City Manager to apply for the project listed above and to administer the grant on behalf of the applicant or agency.

If you concur with submitting this application, please place this resolution on the March 11, 2019 City Commission agenda for their consideration. Please feel free to contact me if you have any questions or inquiries.

Respectfully,

Corey L. Sakryd
Grants Administration Coordinator

CLS

Encl: Proposed Resolution 2019-04

cc: Jim Piggott, Director, General Services

RESOLUTION NO. 2019-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S, BOATING IMPROVEMENT GRANT PROGRAM.

WHEREAS, the City of St. Augustine desires to complete the following project for the benefit of the citizens of the City of St. Augustine:

Project Title: St. Augustine Marina Refueling Dispenser Replacement.

Total Estimated Cost of the Replacement Project: $63,135.00.

Total Grant Request: $31,567.00.

Brief Description of the Replacement Project ("PROJECT"): The St. Augustine Municipal Marina is a vital public and commercial resource. It hosts 65,000 visitors and tourists annually, 6,000 recreational boaters, eight commercial ventures, and is home to seven Public Safety Agency vessels that span Federal, State, and Local levels. The Marina hosts numerous public activities and services, and probably its most significant amenity is its deep-water refueling capability. The five refueling dispensers have been operating for over 13 years, pumping approximately 7 million gallons of marine-grade fuel. These dispensers are nearing the end of service life and are becoming more costly to maintain, requiring nearly $10,000 in repairs over the last two years. This project will replace three diesel and two ethanol free gasoline dispensers with new and more environmentally safe units.

WHEREAS, the Florida Fish and Wildlife Conservation Commission provides grant funding through its Boating Improvement Grant Program to local governments for repairs or enhancements of publically-owned piers, docks, and associated amenities for recreational boaters; and

WHEREAS, the City requires the assistance of the Florida Fish and Wildlife Conservation Commission for funding the described Project;

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

1. That the City Commission hereby authorizes the replacement Project described above.

2. That the City Commission hereby authorizes the City Manager to apply to the Florida Fish and Wildlife Conservation Commission for a grant of funds not to exceed $31,567.00. The City Commission further authorizes the City Manager to complete and execute all documents necessary to seek and receive the described grant funds and all construction and other contracts necessary to complete the Project.

3. That the City Commission agrees to complete the replacement Project in the manner described in the description of the replacement Project and in accord with the plans and specifications contained in that description.

4. That the City possesses the administrative and financial ability to complete the replacement Project in a satisfactory manner.

5. That the City will not discriminate against any person on the basis of race, sex, age, creed or national origin in the use of any property or facility acquired or developed pursuant to this proposal, will comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964), will design and construct all facilities in full compliance with applicable statutes relating to accessibility by handicapped persons and shall comply with other applicable federal, state and local laws, rules and requirements.

6. That the City will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.

7. That the City will make available to the Florida Fish and Wildlife Conservation Commission, if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, the request by the City for final payment of the grant funding provided by the Florida Fish and Wildlife Conservation Commission.

ADOPTED by the City Commission of the City of St. Augustine, Florida in regular session, this 11th day of March, 2019.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

ITEM 10.A.

Financial Update: Feb.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: February 28, 2019

RE: Monthly Financial Update

Attached are the unaudited monthly financial statements for Commission review. These financial statements reflect activity through February 28th, 2019. This is 42% through the fiscal year.

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

Mark Litzinger
Director, Financial Services

Attachments

cc: D. Galambos, City Clerk
P. Williamson, Director, Public Affairs

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: March 01, 2019

RE: February 2019 Monthly Financial Update

Attached are the unaudited monthly financial statements for Commission review. These financials reflect activity for the fiscal month ended February 28th, 2019. This represents 42% of the fiscal year.

General Fund:

All General Fund revenues and expenditures are tracking as expected with no material differences to report.

Of the approximate $2.9 million in the General Fund's capital budgets, $1,253,322 or 43% has either been spent or encumbered by February 28th, 2019.

Proprietary Funds:

All proprietary fund revenues and expenses are tracking as expected with no material differences to report.

Utility Fund:

Of the approximate $990,000 in the Utility Fund's capital budgets, $396,604 or 40% has been spent or encumbered.

Stormwater Fund:

Of the approximately $2,004,865 million in capital budgets, $1,308,782 million or 65% have been expensed or encumbered at this point in the fiscal year.

Marina Fund:

The Marina Fund includes fiscal year 2016 results for comparison purposes. Fiscal years 2017 and 2018 both were impacted by hurricanes and don't allow for an accurate comparison of previous and current results.

Of the $83,000 in the Marina Fund's capital budget, $16,003 or 19% has been expensed or encumbered at this point in the fiscal year.

General Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
Ad Valorem Taxes	9,488,154	11,425,932	83%	8,817,546	10,410,970	85%
Local Option Gas Tax	178,858	520,067	34%	179,947	496,433	36%
Insurance Premiums	-	336,239	0%	-	336,239	0%
Utility Taxes	843,571	2,467,933	34%	851,623	2,435,004	35%
Grants	-	310,000	0%	1,507	-	N/A
Intergovernmental	558,753	1,956,028	29%	666,688	1,936,479	34%
Franchise Fees	762,544	1,690,774	45%	746,984	1,662,000	45%
Licenses, Permits & Other Fees	2,890,895	4,833,475	60%	2,590,309	4,315,766	60%
Fines and Forfeitures	112,500	354,395	32%	144,819	429,450	34%
Administrative Overhead	1,914,002	4,593,605	42%	1,835,880	4,406,112	42%
Investment Income	93,854	220,450	43%	41,534	120,540	34%
Miscellaneous	870,394	1,735,803	50%	735,149	1,698,225	43%
Total Operating Revenue	**17,713,524**	**30,444,701**	**58%**	**16,611,986**	**28,247,219**	**59%**
Operating Expenses						
General Government	2,913,669	7,459,056	39%	2,884,072	7,133,482	40%
Public Safety	4,194,034	10,951,281	38%	3,799,245	10,230,635	37%
Physical Environment	1,092,367	3,590,613	30%	1,145,655	2,871,067	40%
Transportation	1,207,051	4,244,955	28%	1,676,677	4,055,331	41%
Culture and Recreation	326,624	1,638,252	20%	589,504	1,671,914	35%
Capital Outlays						
Buildings	2,713	93,970	3%	9,409	48,909	19%
Infrastructure Improvements	26,070	1,913,405	1%	96,387	1,185,256	8%
Machinery & Equipment	252,706	912,388	28%	455,900	888,496	51%
Total Operating Expenses	**10,015,232**	**30,803,921**	**33%**	**10,656,848**	**28,085,091**	**38%**
Transfers In/ (Out)						
Transfers In	1,670,198	4,008,475	42%	1,591,385	3,819,325	42%
Transfers Out	(1,520,523)	(3,649,255)	42%	(1,658,938)	(3,981,452)	42%
Total Transfers In/ (Out)	**149,675**	**359,220**	**42%**	**(67,553)**	**(162,127)**	**42%**
	$ 7,847,968	**$ -**		**$ 5,887,585**	**$ -**	

CRA(s) Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
City Ad Valorem	397,050	955,672	42%	322,321	777,048	41%
County Ad Valorem	590,922	653,220	90%	473,426	530,928	89%
Total Operating Revenue	**987,972**	**1,608,892**	**61%**	**795,747**	**1,307,976**	**61%**
Operating Expenses						
Operating Expenses	124,366	1,262,855	10%	67,802	533,028	13%
Total Operating Expenses	**124,366**	**1,262,855**	**10%**	**67,802**	**533,028**	**13%**
Transfers In	253,858	609,259	42%	(155,235)	372,563	42%
Transfers Out	(398,040)	(955,296)	42%	(478,130)	(1,147,511)	42%
Total Transfers In/ (Out)	**(144,182)**	**(346,037)**	**42%**	**(633,364)**	**(774,948)**	**82%**
	$ 719,424	**$ -**		**$ 94,581**	**$ -**	

Utility Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
Water User Fees	3,219,682	8,269,650	39%	3,163,044	7,865,238	40%
Sewer User Fees	2,979,113	7,929,052	38%	3,070,042	7,277,538	42%
Construction & Connection Fees	1,419,977	1,795,000	79%	1,926,584	1,242,510	155%
Other	204,814	597,400	34%	400,291	485,764	82%
Total Operating Revenue	**7,823,586**	**18,591,102**	**42%**	**8,559,960**	**16,871,050**	**51%**
Operating Expenses						
Personal Services	1,858,057	4,631,785	40%	1,714,147	4,507,934	38%
Operating Expenses	1,224,901	3,826,929	32%	1,061,530	3,392,259	31%
Administrative Overhead	1,613,608	3,872,658	42%	1,338,414	3,212,194	42%
Capital Outlays						
Infrastructure Improvements	60,393	645,267	9%	73,753	455,801	16%
Buildings	-	-	N/A	-	-	N/A
Machinery & Equipment	141,729	345,562	41%	170,795	389,760	44%
Total Operating Expenses	**4,898,687**	**13,322,200**	**37%**	**4,358,640**	**11,957,947**	**36%**
Non-Operating Revenue/ (Expenses)						
Interest Income	86,683	234,400	37%	42,143	121,900	35%
Fiscal Charges	(2,050)	(3,322,156)	0%	(7,550)	(2,779,666)	0%
Grants	129,315	400,000	32%	-	-	N/A
Disposition of Assets	5,575	-	N/A	-	10,000	0%
Non-Operating Revenue/(Expenses)	**219,523**	**(2,687,756)**	**-8%**	**34,593**	**(2,647,766)**	**-1%**
Transfers In/ (Out)						
Transfers In	737,484	1,769,962	42%	304,080	729,791	42%
Transfers Out	(1,812,961)	(4,351,107)	42%	(1,247,970)	(2,995,128)	42%
Total Transfers In/ (Out)	**(1,075,477)**	**(2,581,146)**	**42%**	**(943,890)**	**(2,265,337)**	**42%**
	$ 2,068,945	**$ -**		**$ 3,292,023**	**$ -**	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
User Fees	395,156	953,103	41%	395,156	944,350	42%
Grants	-	-	N/A	-	1,149,950	0%
Total Operating Revenue	**395,156**	**953,103**	**41%**	**395,156**	**2,094,300**	**19%**
Operating Expenses						
Personal Services	126,649	337,005	38%	102,174	319,172	32%
Operating Expenses	21,446	137,568	16%	25,938	153,011	17%
Administrative Overhead	232,435	557,844	42%	125,000	299,999	42%
Capital Outlays						
Machinery & Equipment	34,894	34,894	100%	-	10,600	N/A
Infrastructure Improvements	111,773	1,969,971	6%	156,739	1,734,301	9%
Total Operating Expenses	**527,197**	**3,037,282**	**17%**	**409,850**	**2,517,083**	**16%**
Non-Operating Revenue/ (Expenses)						
Interest Income	14,195	25,000	57%	9,559	6,000	159%
Non-Operating Revenue/(Expenses)	**14,195**	**25,000**	**57%**	**9,559**	**6,000**	**159%**
Transfers In/ (Out)						
Transfers In	974,524	2,338,859	42%	314,933	755,839	42%
Transfers Out	(116,533)	(279,680)	42%	(141,273)	(339,056)	42%
Total Transfers In/ (Out)	**857,991**	**2,059,179**	**42%**	**173,660**	**416,783**	**42%**
	$ 740,145	**$ -**		**$ 168,524**	**$ -**	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
User Fees	1,474,224	3,829,105	**39%**	1,575,908	3,909,200	**40%**
Franchise Fees	18,822	28,992	**65%**	7,659	55,000	**14%**
Other	4,395	9,000	**49%**	845	5,378	**16%**
Total Operating Revenue	**1,497,442**	**3,867,097**	**39%**	**1,584,411**	**3,969,578**	**40%**
Operating Expenses						
Personal Services	520,342	1,263,849	**41%**	475,244	1,239,538	**38%**
Operating Expenses	698,990	1,847,022	**38%**	662,495	1,916,530	**35%**
Administrative Overhead	207,124	497,098	**42%**	216,105	518,651	**42%**
Total Operating Expenses	**1,426,456**	**3,607,969**	**40%**	**1,353,844**	**3,674,719**	**37%**
Non-Operating Revenue/ (Expenses)						
Interest Income	1,924	7,500	**26%**	140	5,000	**3%**
Disposition of Assets	1,710	2,140	**80%**	11,504	12,500	**92%**
Non-Operating Revenue/(Expenses)	**3,634**	**9,640**	**38%**	**11,644**	**17,500**	**67%**
Transfers In/ (Out)						
Transfers In	9,495	22,787	**42%**	6,256	15,015	**42%**
Transfers Out	(121,481)	(291,555)	**42%**	(136,406)	(327,374)	**42%**
Total Transfers In/ (Out)	**(111,987)**	**(268,768)**	**42%**	**(130,150)**	**(312,359)**	**42%**
	$ (37,367)	**$ -**		**$ 112,062**	**$ -**	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
User Fees	1,308,055	3,165,588	**41%**	601,380	2,603,000	**23%**
Rental Income	15,888	41,884	**38%**	17,050	40,665	**42%**
Other	10,243	30,250	**34%**	7,357	24,100	**31%**
Total Operating Revenue	**1,334,185**	**3,237,722**	**41%**	**625,788**	**2,667,765**	**23%**
Operating Expenses						
Personal Services	285,450	727,744	**39%**	236,223	719,591	**33%**
Operating Expenses	629,554	1,764,238	**36%**	276,879	1,285,627	**22%**
Administrative Overhead	100,033	240,079	**42%**	91,726	220,141	**42%**
Capital Outlays						
Machinery & Equipment	849	83,000	**1%**	-	-	**N/A**
Total Operating Expenses	**1,015,885**	**2,815,061**	**36%**	**604,827**	**2,225,359**	**27%**
Non-Operating Revenue/ (Expenses)						
Interest Income	-	(100,000)	**0%**	-	-	**N/A**
Grant Income	2,191	7,000	**31%**	-	5,000	**0%**
Non-Operating Revenue/(Expenses)	**2,191**	**(93,000)**	**-2%**	**-**	**5,000**	**0%**
Transfers In/ (Out)						
Transfers In	10,510	25,225	**42%**	12,503	30,007	**42%**
Transfers Out	(147,869)	(354,886)	**42%**	(198,922)	(477,413)	**42%**
Total Transfers In/ (Out)	**(137,359)**	**(329,661)**	**42%**	**(186,419)**	**(447,405)**	**42%**
	$ 183,132	**$ -**		**$ (165,459)**	**$ -**	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending

February 28, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
Operating Revenue						
Parking Revenue	1,711,513	3,807,999	45%	1,676,087	4,162,136	40%
Gift Shop Revenue	252,154	600,000	42%	238,674	550,000	43%
Other	10,606	58,000	18%	15,902	55,000	29%
Total Operating Revenue	**1,974,273**	**4,465,999**	**44%**	**1,930,663**	**4,767,136**	**40%**
Operating Expenses						
Personal Services	398,906	1,049,595	38%	371,066	1,023,468	36%
Operating Expenses	459,553	1,032,862	44%	309,378	892,390	35%
Administrative Overhead	96,160	230,784	42%	90,111	216,266	42%
Capital Outlays						
Buildings	-	-	N/A	274	278	99%
Machinery & Equipment	-	-	N/A	-	-	N/A
Total Operating Expenses	**954,619**	**2,313,241**	**41%**	**770,829**	**2,132,402**	**36%**
Non-Operating Revenue/ (Expenses)						
Interest Income	22,504	49,277	46%	9,522	18,000	53%
Other Income	92,813	184,502	50%	3,756	171,268	2%
Fiscal Charges	-	(1,776,630)	0%	(7,420)	(1,704,117)	0%
Non-Operating Revenue/(Expenses)	**115,317**	**(1,542,851)**	**-7%**	**5,858**	**(1,514,849)**	**0%**
Transfers In/ (Out)						
Transfers In	494,498	1,186,796	42%	364,457	874,697	42%
Transfers Out	(748,626)	(1,796,703)	42%	(831,076)	(1,994,583)	42%
Total Transfers In/ (Out)	**(254,128)**	**(609,907)**	**42%**	**(466,619)**	**(1,119,886)**	**42%**
	$ 880,842	**$ -**		**$ 699,073**	**$ -**	

ITEM 10.B.

Discussion: Alcohol, Noise

CITY OF ST. AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: February 28, 2019

RE: Agenda Item

Please find attached an update on the alcohol serving establishments and noise ordinance. At this time I would like to request that this item be placed on the upcoming City Commission agenda.

Thank you for your consideration in this matter. If additional information is required, please contact me.

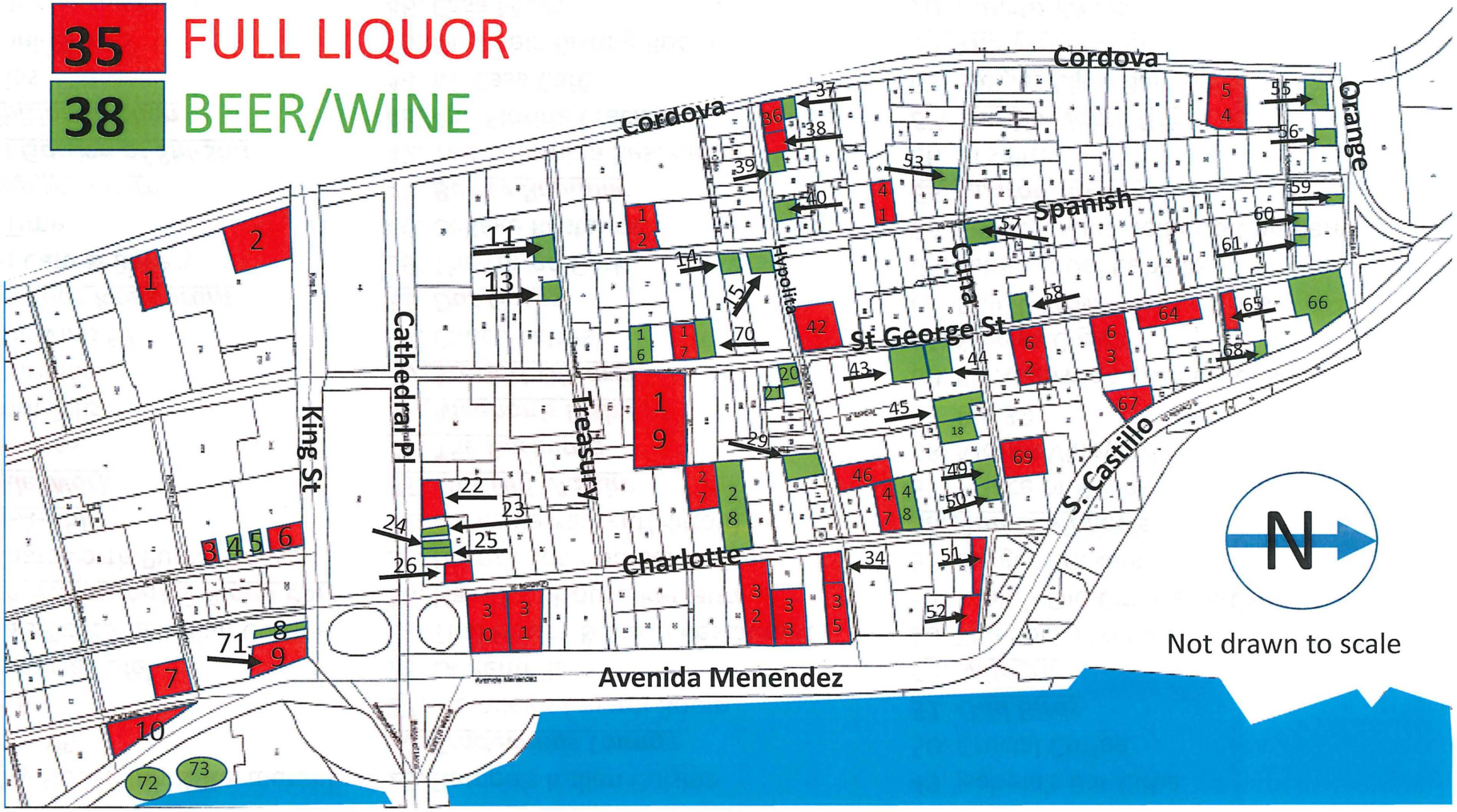
Barry E. Fox
Chief of Police

dt
attachments
cc: D. Galambos, City Clerk w/attachments

ALCOHOL SERVING ESTABLISHMENTS

35 FULL LIQUOR

38 BEER/WINE



1. Old City House Inn & Restaurant
2. Cordova 95
3. ***Cellar 6***
4. LA Herencia Café
5. Nonna's Trattoria Italian Cuisine
6. ***Centro Restaurant & Piano Bar***
7. The Chatsworth Public House
8. ***South-A-Philly***
9. ***A1A Ale Works***
10. O.C. Whites
11. Barefoot Bills
12. The Floridian
13. Casa De Vino 57
14. ***Rendezvous Restaurant***
15. Cuban Café & Bakery
16. Pizza Time
17. ***St. George Tavern***
18. ***Secret Garden of Shi-Sha***
19. ***Prohibition Kitchen***
20. Sangrias
21. Vino-del-Grotto
22. Treasury on the Plaza
23. Ancient City Brewing Taproom
24. 24. Athena's Greek Cuisine
25. Romeo's Italian Cuisine
26. ***Tradewinds Lounge***
27. Pizzalley's Chianti Room
28. La Pentolla
29. Thai House & Susih Restaurant
30. Hamblen House Restaurant
31. Harry's Seafood Bar & Grille
32. Aviles Restaurant(Hilton)
33. ***The Tini Martini***
34. ***The Backyard***
35. ***Meehan's Irish Pub***
36. ***Scarlett O'Haras***
37. Choco-Lattes
38. ***Dos Gatos***
39. The Gifted Cork
40. Collage Restaurant
41. ***Barley Republic***
42. The Columbia Restaurant
43. The Florida Cracker
44. Mi Casa Café
45. Michaels Tasting Room
46. Casa Maya
47. Catch 22
48. ***Stogies Jazz Club***
49. Isabela's Bar Cuba
50. Crucial Coffee
51. ***Odd Birds***
52. ***Milagro***
53. The Social Lounge
54. Mojo's Old City Bar-B-Que
55. Burger Buckets
56. ***Ann O'Malley's***
57. Prince of Wales
58. Monks Vineyard
59. Bin 39
60. St. Augustine Coffee House
61. Stogies Cigars
62. Bull & Crown Public House
63. Taberna Del Caballo
64. St. Augustine Seafood Company
65. ***Milltop Tavern***
66. Al's Pizza
67. ***The No Name Bar***
68. Stogies Cigar Bar
69. ***The White Lion***
70. ***Burrito Works***
71. The White Room
72. Black Raven
73. Victory III

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Isabelle Lopez, City Attorney

DATE: February 28, 2019

RE: **ALCOHOL SALE REGULATIONS**

The Florida Statutes' Beverage Law[1] generally applies to manufacturers, distributors, vendors (retail sales), brokers, importers, bottle clubs, and exporters.[2] Though it is not explicitly stated, the "vendors" category would seem to include not only sales for off-site consumption, but also retail sales for consumption on the premises.[3] Thus, it appears that there is no general distinction between the two for licensing purposes.

The Florida Supreme Court has ruled that the Beverage Law inhibits all powers of municipalities over the subject of intoxicating liquors, except as to those powers specifically enumerated.[4] However, the Beverage Law provides statewide hours of operation for alcohol sales, "except as otherwise provided by county or municipal ordinance."[5] If there is a municipal ordinance, the Division of Alcoholic Beverages and Tobacco will not enforce the hours of sale law.[6]

The Beverage Law provides that nothing within "shall be construed to affect or impair the power or right of any county or incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business . . . of any licensee under the Beverage Law. . ."[7] There are certain limitations to the municipality's ability to regulate. For example, stand-alone bars are generally prohibited within 500 feet from a school[8] and municipalities can't discriminate against licensees when compared to other lawful businesses. On the other hand, municipalities may regulate conduct inside of the establishment, and may enact zoning, comprehensive plan, and land development regulations.[9]

Thus, a municipality may regulate the hours of business for licensees. A city can even restrict the sale of liquor on certain days[10] or impose a separation distance between package goods stores.[11] A city may establish classifications in regulating the hours of business of liquor vendors, but such classifications must be reasonably and practicably related to the achievement of the purposes for which the sale of intoxicating liquors is regulated.[12]

---

[1] Chapters 561 through 568, F.S.

[2] Section 561.14, F.S.

[3] *See, generally,* s. 561.695(4), F.S., which begins with a "licensed vendor operating a stand-alone bar."

[4] *City of Miami v. Kichinko*, 22 So.2d 627 (Fla. 1945).

[5] If there is no local ordinance, sales are prohibited from midnight to 7 a.m. S. 562.14, F.S.

[6] Section 562.14(3), F.S.

[7] Section 562.45(2)(a), F.S.

[8] Section 562.45(2)(a), F.S.

[9] Section 562.45(2)(c), F.S.

[10] *Hardage v. City of Jacksonville Beach*, 399 So.2d 1077 (Fla. 1st DCA 1981).

[11] *Orange County v. Costco Wholesale Corp.*, 823 So.2d 732 (Fla. 2002).

[12] AGO 74-362, Dec. 2, 1974.

The City currently regulates hours of sale of alcoholic beverages.[13] Beer and wine may be sold, consumed, or served by a licensee between the hours of 6 a.m. and 2 a.m.[14] Liquor may be sold during the same hours except on Sunday, when sales may not begin until 1 p.m.[15] There does not appear to be any reason that these hours would not be valid, or could not be changed.

Thank you,

John M. Cary
Assistant City Attorney

cc: John Regan, City Manager
Tim Birchfield, Assistant City Manager
Barry Fox, Chief of Police
Darlene Galambos, City Clerk

[13] Code of Ordinances, Sec. 4-3.
[14] Code of Ordinances, Sec. 4-3(a).
[15] Code of Ordinances, Sec. 4-3(b).

ITEM 10.C.

Annual Report: SAFD

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John Regan, City Manager

DATE: March 4, 2019

RE: Agenda Request – 2018 Fire Department Annual Report

The fire department has compiled our annual report for the 2018 calendar year. This report provides incident data and information regarding all divisions of our department. I would like to make a presentation to the Commission to present them with the details contained in the report. This report should keep them up to date with the programs, activities and responses that we handle on a day to day basis.

If this meets with your approval, please place this on the City Commission Agenda for the Monday, March 11th, 2019 meeting.

Please call me if you have any questions.

Respectfully,

Carlos Aviles
Fire Chief

2018 Annual Report

2018 Annual Report

January 22, 2019

Dear Mr. Regan,

In an effort to keep you and the City Commission informed on the status of public safety as it relates to the fire department, our staff has developed this end of year summary for the St Augustine Fire Department.

2018 was an exciting year for the City and for the fire department. Most notably was the culmination of 2 decades of work to achieve a Class 1 Public Protection Classification from the Insurance Services Office. This rating is a direct reflection of the City's ongoing commitment to public safety and critical infrastructure upgrades.

In order to maintain a culture of continuous improvements we have compiled this report using data from reports in 2018 to help paint a picture of the overall state of the fire department. This information, along with widely adopted industry best practices, will be used to ensure we maintain the excellent level of service we provide to our community.

Sincerely,

Chief Carlos Aviles

St. Augustine Fire Department

2018 Annual Report

MISSION STATEMENT

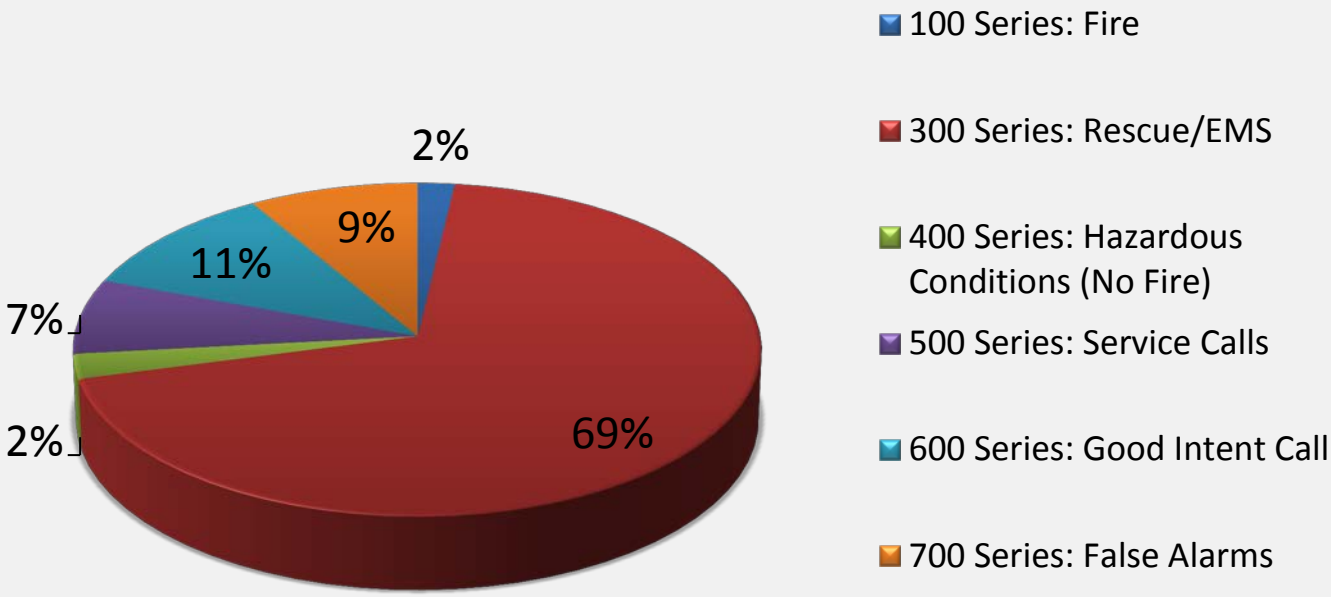
"To protect the lives and property of residents and visitors from all hazards by providing professional and compassionate service in an expedient and proficient manner."

CORE VALUES

- **Integrity -** We must always be honest and have strong moral principles.
- **Trust -** Never do anything that would violate the trust that your community or your coworkers have placed in you.
- **Selfless Service -** Always place the needs of your community above your own.
- **Professionalism -** Always act in a manner that brings credit to the organization, the City of St Augustine and the time-honored profession of Firefighting.
- **Compassion** - Treat everyone with the utmost respect and empathy.
- **Readiness -** Always take care of your yourself and your equipment to ensure we are 100% ready for any challenge.

Incident Totals

2018 (NFIRS) Total Incidents= 4235



Incident Type	Total of Incident	% Value
100 Series: Fire	79	1.87%
300 Series: Rescue/EMS(Including Vehicle Accidents)	2916	68.85%
400 Series: Hazardous Condition(No Fire)	101	2.38%
500 Series: Service Call	308	7.27%
600 Series: Good Intent	456	10.77%
700 Series: False Alarm	363	8.57%

* These Code Series are according to National Fire Incident Reporting System
*Any code series under 1% were not listed in this report

Indepth Look

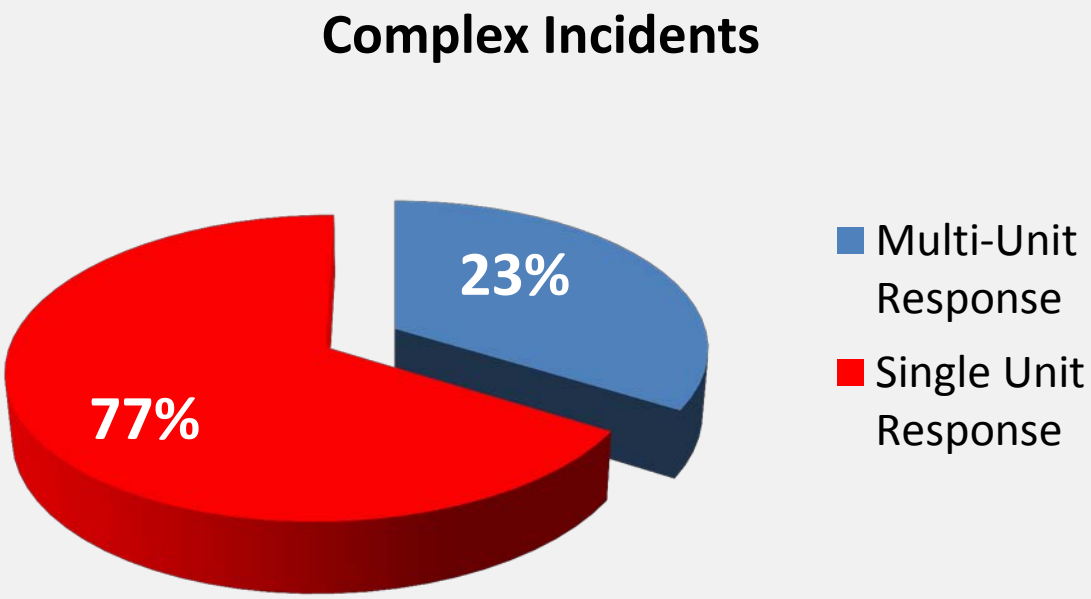
<u>300 series- Rescue EMS(69% of all calls)</u>

- 247 Motor Vehicle Accidents
  - 136 With injuries
  - 41 Involving Pedestrians
  - 5 Extrication
- 35 Cardiac Arrest
- 72 Cerebral Vascular Attacks(CVA)
- 99 Violent Injuries
  - 3 Stabbings
  - 4 Shootings
- 15 Trauma Alerts

Incident Totals

Complex incidents

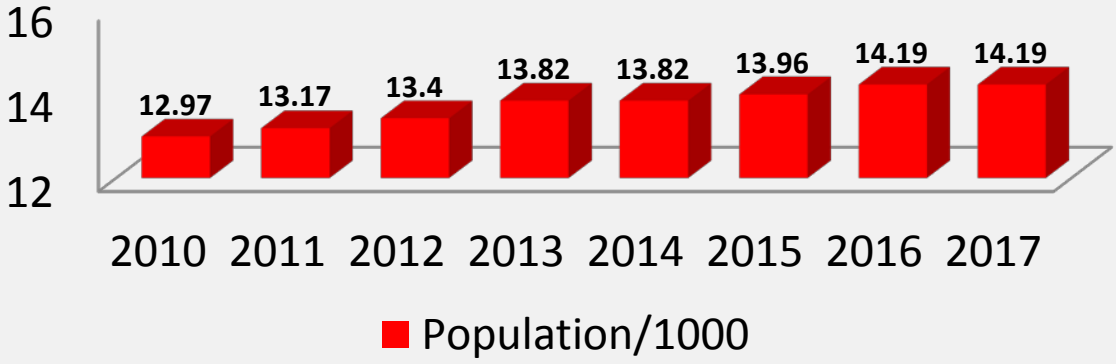
For this report we are considering a complex incident as any incident that required a multi-unit response. On any given day we staff 3 fire apparatus with 8 to 10 firefighters. Engine 42 and Ladder 47 respond from the Main Station at 101 Malaga St and Engine 43 provides service for our residents on Anastasia Island. These calls would include Fires, Fire Alarms, Auto Accidents with Multiple Patients, Hazardous Materials Calls, and Complex Rescues.

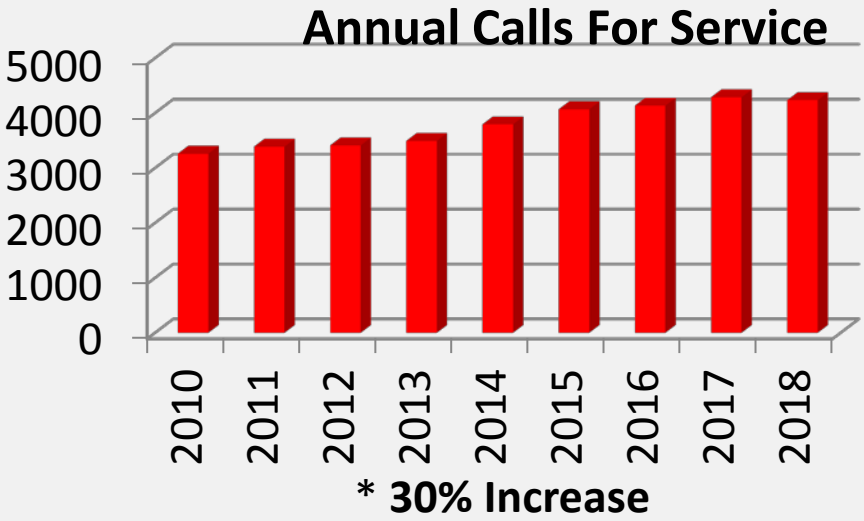


Population Estimates

Population

According to the most recent census estimates, our community population is 14,191. With new and existing residential development we expect to see that number increase over the next 3-5 years. These estimates show an increase of **9%** in population since 2010 with service requests up **30%** over that same period of time.

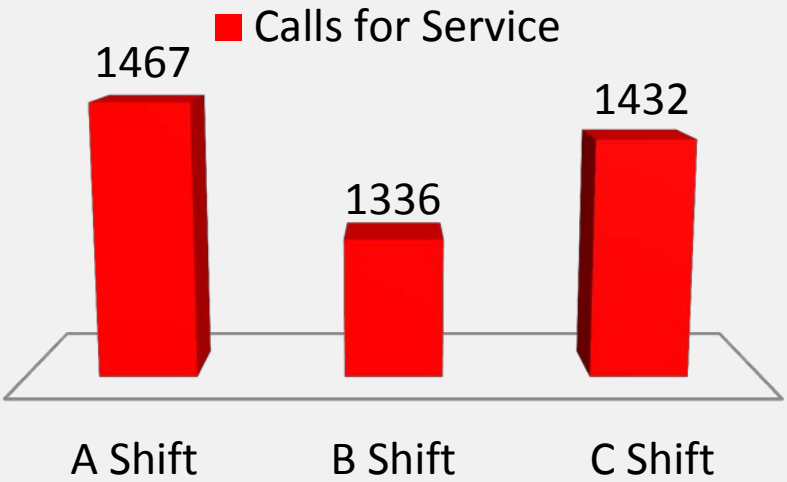




- 2010= 3261
- 2011= 3389
- 2012= 3414
- 2013= 3494
- 2014= 3795
- 2015= 4069
- 2016= 4135
- 2017= 4288
- **2018= 4235**

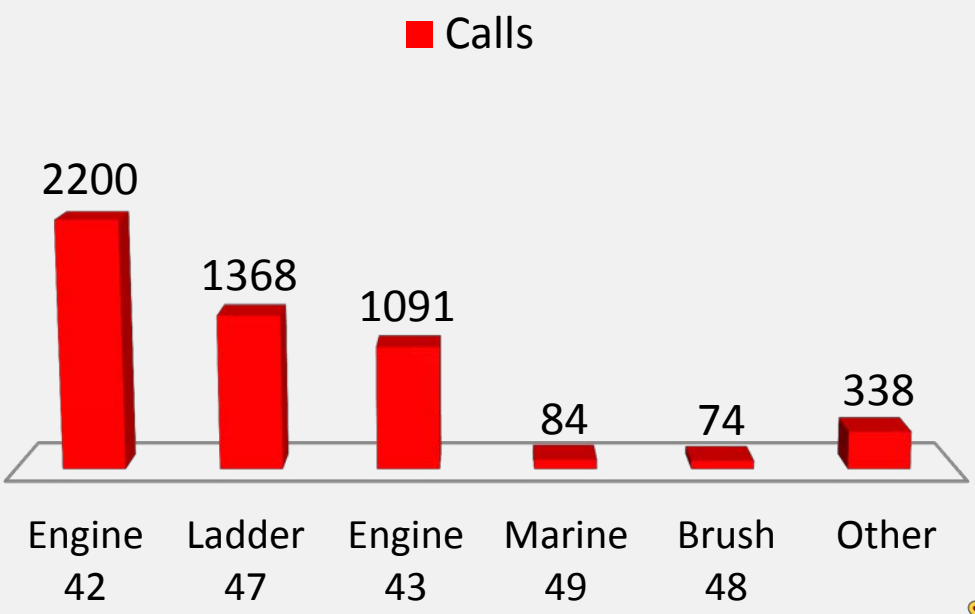
St. Augustine Fire Department Annual Report, Prepared by Carlos Aviles, Fire Chief
Presented to St. Augustine City Commission, January 28, 2019

Calls for Service



All shifts are 24 hours and begin at 7am.

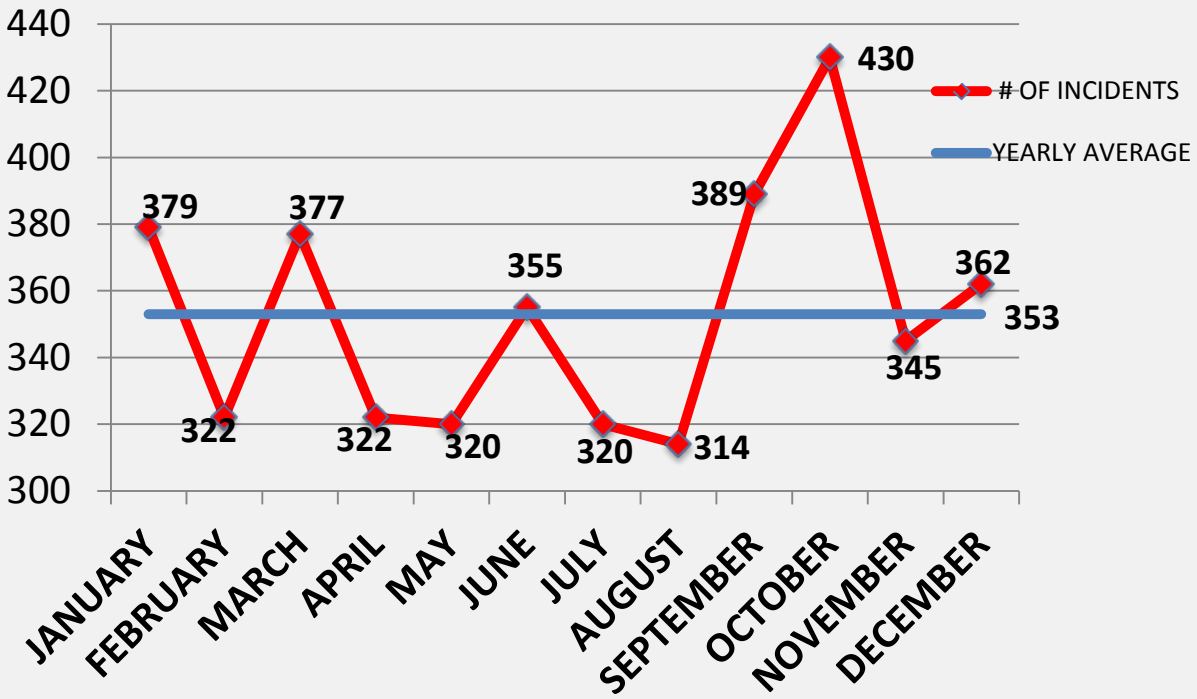
Calls For Service By Apparatus

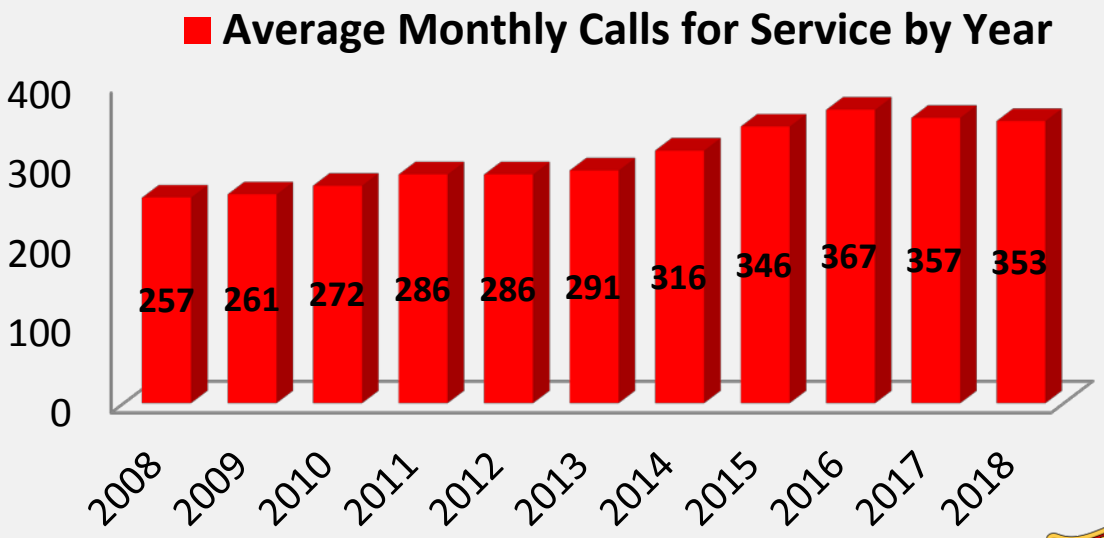


*These Totals Include Multi Unit Responses

St. Augustine Fire Department Annual Report, Prepared by Carlos Aviles, Fire Chief
Presented to St. Augustine City Commission, January 28, 2019

Incidents Per Month





St. Augustine Fire Department Annual Report, Prepared by Carlos Aviles, Fire Chief
Presented to St. Augustine City Commission, January 28, 2019

Calls for Service

Hourly Breakdown

Over the past decade, calls for service during a 24 hour period have remained consistent with no major deviation. Increased demand is apparent as workforce population and tourists make their way into the city. While the number of incidents have increased, the pattern has remained the same.

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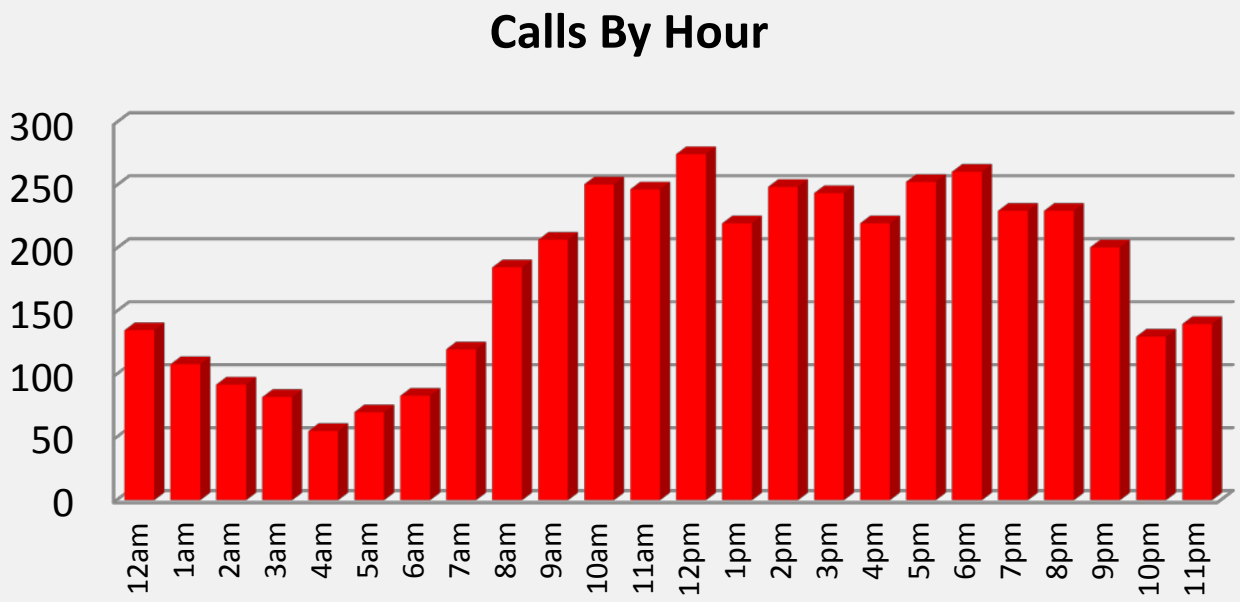
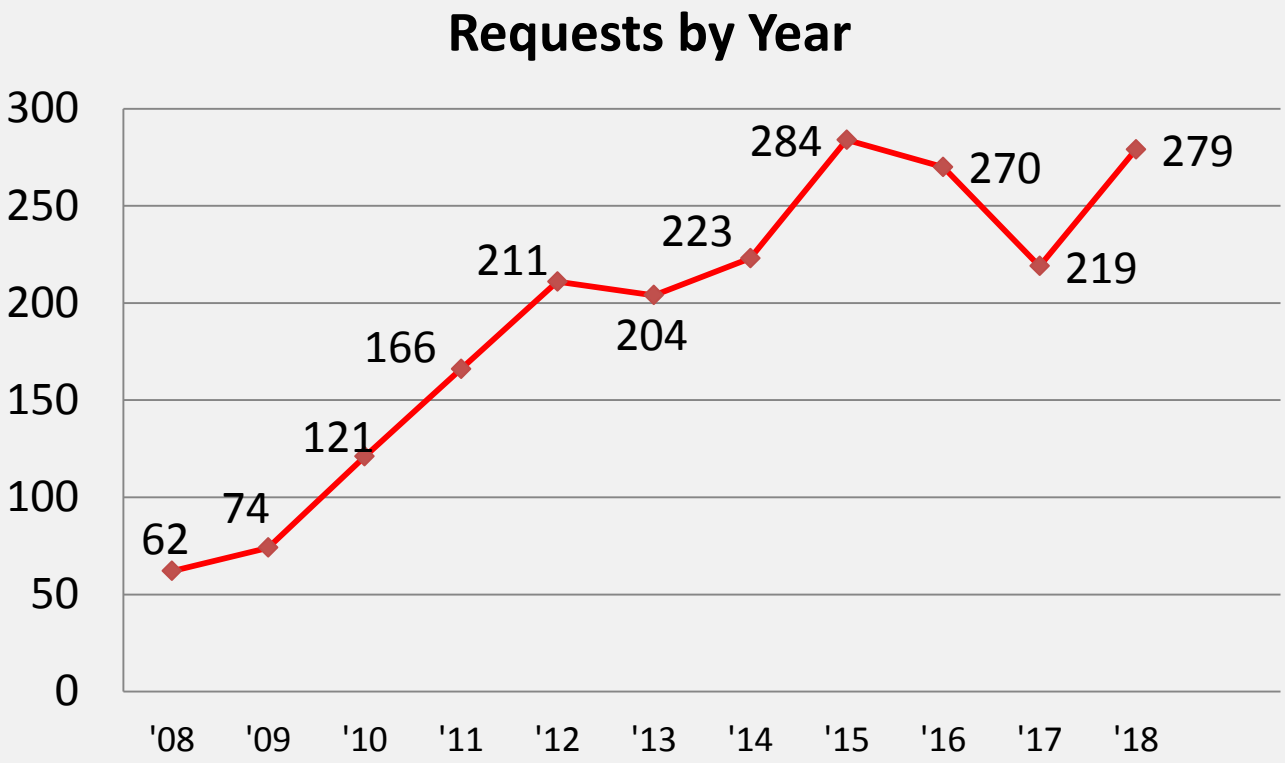


Mutual / Automatic Aid

Mutual and Automatic Aid:

Automatic and mutual aid requests have increased significantly over the past decade but with growing populations county-wide and an increase in annual tourism this is to be expected.

Of the 279 total requests, almost all required only a single unit. The City received aid 70 times during this past year. It is important to note that when we receive aid it often involves 2 Engines, a Rescue unit, and a Chief. By all accounts the aid given and received is equally beneficial to both agencies.



Geographic Breakdown

Zone 1-
Calls For Service- **832**
Average Response Time = **4:42**

Zone 2-
Calls For Service-**1035**
Average Response Time = **4:08**

Zone 3-
Calls For Service- **458**
Average Response Time = **5:25**

Zone 4-
Calls For Service- **445**
Average Response Time = **4:11**

Zone 5-
Calls For Service- **336**
Average Response Time = **5:33**

Zone 6-
Calls For Service- **766**
Average Response Time = **4:56**

Fire Station

St. Augustine Fire Department Annual Report, Prepared by Carlos Aviles, Fire Chief
Presented to St. Augustine City Commission, January 28, 2019

Training

Operations & Training Division
Chief Chris Pacetti

Our residents expect proficiency and professionalism exactly 100% of the time!

Training is a pivotal part of our departmental culture. Every year our firefighters are required to complete a minimum number of training hours in a variety of subjects. Nearly all of our training is specific to the unique challenges your firefighters face while responding to fires, vehicle accidents, medical calls, and hazmat incidents within the Nation's Oldest City.

Your firefighters are constantly improving themselves to ensure the quickest response possible by a team of competent and confident firefighters in your time of need.

Training Summary

In 2018, the St. Augustine Fire Department completed **11,940** hours of training.

That equates to **398** hours per firefighter for each of our 30 firefighters.

Training

Other training topics are required to ensure compliance with state and federal regulations. Examples of some of the topics include: live fire and smoke drills, auto extrication, medical training, propane and natural gas leaks, electrical emergencies, water rescue, HazMat response, hurricane preparedness, active shooter and hostile event response, boat and marina fires, and confined space rescue.

In addition to our regular training plan, we conduct officer training for those positions that are tasked with being an incident commander or are regularly in-charge of an Engine or Truck Company. This training ensures they are well versed in fire ground communications, building construction and size up, and overall incident management.

Crews continuously conduct pre-fire tours of the Historic District and all major buildings throughout the city.

These tours are conducted to become intimately familiar with limited access challenges, building layouts, fastest points of entry, and utility control devices such as gas shutoffs, electrical panels, and water valves.

Fire Prevention

The best fire is the one we can prevent!

Fire prevention is a very important and essential part of our mission. Fire Marshal Robert Growick is the sole person responsible for this vital task and 2018 proved to be an extremely busy year. Plan review was at an all time high with a lot of new construction and large scale projects going on within the City limits. It is important to note that most of these plans when reviewed take several days to approve and even more time if revisions need to be made.

Fire Prevention Division
Chief Robert Growick

2018 Fire Prevention Statistics:

- 218 Fire Inspections
- 222 Fire Plan Reviews
- 20 Special Review Meetings
- 8 Fire Investigations
- Public Safety Education Events for 1500 students
- Extinguisher Training for 50 students
- Enhanced Outreach and communications with PSA Videos and Articles

Increasing Population

2018 saw an increase in the amount of residential living units within the city limits. The impact of these developments are not likely to be felt until later in 2019. Commercial development/redevelopment has continued to grow with several new hotels that should be open during the year. The City is still waiting on an addition 576 Residential units to begin construction in the next 18 months. The two listed developments are examples of current growth.

The Landing:

Located near North Ponce De Leon and San Sebastian View the Landing community offers two and three bedroom apartment/condo type units. While construction is still ongoing leasing has already begun. (273 Residential Units/3 stories)

Antigua Apartments:

Located on Marina Cove Drive near SR 312 and the ICW the Antigua Apartments offer one, two and three bedroom options. Construction is still ongoing and leasing should begin soon. (249 Residential Units/4 stories)

Ongoing Initiatives

In an effort to ensure we are watching over those entrusted with taking care of our city, the department has placed a larger emphasis on the health and safety of our firefighters. Cancer, cardiac episodes and mental health issues continue to be an increasingly growing threat to our responders

According to the International Association of Firefighters, cancer has been responsible for 61% of firefighter deaths since 2002. Small steps can and have been implemented to reduce some of these hazards.

- The Florida State Fire Marshals Office delivered decontamination kits to the department this year for personnel to begin an “in the field” decontamination process.
- All Firefighters have been issued a 2nd set of gear that can be worn while their primary gear is being washed and decontaminated.
- Enhanced relationships with the Florida Firefighter Health and Safety Collaborative has opened the doors to a host of new resources that are available to help firefighters that may be struggling with a variety of mental health concerns including PTSD. The collaborative also hosts resources on other health and safety related programs.
- Thanks to a grant from Hoods for Hero's Every member of the department was issued a “particulate blocking” hood that has been proven to block 98% of known cancer particulates that firefighters are exposed to in structure fires.

Year in Review

In conclusion, we have had a busy year! Although our calls for service were slightly lower, we believe the previous two years were inflated due to Hurricanes Matthew and Irma.

We have had an extremely successful year receiving two grant awards in excess of $75,000.00, the release of a powerful new publication that can be utilized for community outreach and education, and after decades of arduous work and a mutually beneficial relationship with St Johns County Fire Rescue, we were finally able to obtain the elite ISO 1 rating.

Our success has been in large part due to the dedication and commitment of our personnel who seem to work effortlessly with other city departments and public safety agencies to ensure that we are offering the very best service to our community.

We continually see an increase in demand across every sector of the city, especially with the growth and expansion of St Augustine. With this continued growth, we will be planning ahead to make sure our fire department is well-poised to handle our City's future.

St. Augustine Fire Department Annual Report, Prepared by Carlos Aviles, Fire Chief
Presented to St. Augustine City Commission, January 28, 2019

BENCHMARK SURVEY FOR 2017

(CONDUCTED BY THE JACKSONVILLE BEACH FIRE DEPARTMENT)

FOR THE 2018/2019 BUDGET (http://dor.myflorida.com/dor/)

Note: Not all cities have the same budget year, some follow the fiscal year (FY) some the calendar year (CY).

City	ISO PPC	Pop	# FF's Combat	# FD	# Calls	Budget 2017/18	2017 Assessed Valuation	2016 Assessed Valuation	% Change
St. Augustine	1	14,190	30	34	4,288	3,333,653	2,036,998,609	1,936,612,814	5.2%
New Smyrna Beach	3	27,000	43	45	5,400	6,200,000	4,244,860,588	3,933,219,506	7.9%
Fernandina Beach	3	15,000	30	34	2,882	4,200,000	2,440,006,620	2,203,608,744	10.7%
Jacksonville Beach	2	23,000	27	31	3,533	3,967,546	3,979,715,816	3,732,875,349	6.6%
Ormond Beach	3/3x	38,000	48	50	7,920	5,780,577	4,103,065,529	N/A	N/A
Jacksonville		846,951	934 344 R	1,44 6	155,349	216,787,949			

City	Calls for Service per Career Firefighter	Cost per Call for Service
St. Augustine	143	$777
New Smyrna Beach	126	$1,148
Fernandina Beach	96	$1,457
Jacksonville Beach	131	$1,061
Ormond Beach	198	$730

City	# of Career Firefighters per 1,000 Population
St. Augustine	2.1
New Smyrna Beach	1.6
Fernandina Beach	2.0
Jacksonville Beach	1.2
Ormond Beach	1.3

City	Calls per 1000 Residents
St. Augustine	302
New Smyrna Beach	200
Fernandina Beach	192
Jacksonville Beach	153
Ormond Beach	208

- Calls per firefighter = total call/firefighters
- Cost per call = total fire department budget/calls
- Firefighter per 1,000 = firefighters/population X 1,000
- Calls Per 1000 Residents = total calls/Population X 1,000

ITEM 11.A.

Ethics Minute

Madeira Beach Commissioner Nancy Oakley allegedly made a habit of licking men's faces. She has now resigned.

By Antonia Noori Farzan, Washington Post

Posted Feb 7, 2019 at 2:21 PMUpdated
Feb 8, 2019 at 10:09 AM

Using expletives, then-Madeira Beach Commissioner Nancy Oakley demanded that Cheryl McGrady, who was supposed to be acting as deputy city clerk and taking the minutes, be removed. Then, after the otherwise low-key meeting concluded, Oakley walked up to Shane Crawford, the city manager, again. She allegedly licked his neck and the side of his face, slowly working her way up from his Adam's apple, and grabbed at his crotch and buttocks.

It was supposed to be a fun, lighthearted alternative to typical government meetings, and one befitting a laid-back beach town. The city commission of Madeira Beach, Florida, a coastal community of nearly 4,500 on a barrier island facing the Gulf of Mexico, had decided to hold a special outdoor meeting during the King of the Beach fishing tournament in November 2012. The main order of business: honoring a sister city in the Bahamas.

But things quickly got out of hand at the meeting, according to a report from the Florida Commission on Ethics. By her own admission, Nancy Oakley, a city commissioner in Madeira Beach, had done some drinking at the fishing competition. She spotted Shane Crawford, then city manager, and Cheryl

McGrady, his executive assistant. The two would later marry but were in relationships with other people at the time. Oakley suspected them of having an affair.

Using expletives, she demanded that McGrady, who was supposed to be acting as deputy city clerk and taking the minutes, be removed. Then, after the otherwise low-key meeting concluded, Oakley walked up to Crawford again. She allegedly licked his neck and the side of his face, slowly working her way up from his Adam's apple, and grabbed at his crotch and buttocks.

McGrady, who had been standing there the entire time, told Oakley her behavior was inappropriate. According to the report, Oakley threw a punch at the woman, but missed.

It wasn't an isolated incident, Crawford told Bay News 9 last month. Oakley had a "habit of licking men that either she was attracted to or thought that she had authority over," he said. He wrote in a 2017 complaint to the ethics board that Oakley had made unwanted advances toward other city staff, too, and that they were "not interested in enduring that type of treatment ever again."

Oakley resigned from her position on the Madeira Beach City Commission on Tuesday, a week after the state ethics panel announced Crawford's complaint had been upheld in a unanimous vote. She repeatedly has denied touching him inappropriately and insisted she never licked his face or anyone else's. The ethics commission chose to go with the accounts of several bystanders who offered sworn testimony to the contrary and noted that three other men testified Oakley had licked their faces in public without their consent.

“The act of licking a person on the face and neck is too unusual to be contrived by multiple witnesses and multiple victims,” administrative law judge Robert Cohen wrote in his final report. He recommended she be fined $5,000 and publicly censured by the governor for inappropriate behavior.

Oakley could not be reached for comment late Wednesday night. In her resignation letter, she continued to deny any wrongdoing and said she was giving up her position only to quell the controversy.

“While the Commission on Ethics has made their decision, I maintain my innocence and am pursuing the paths of appeals available,” she wrote. “With that being said, it is time for us all to move on.”

Residents who spoke at a special meeting of the Madeira Beach City Commission on Wednesday night seemed to agree. While some friends defended Oakley, who was not present, others accused her of giving the city a bad name.

“I am sick and tired of the embarrassing headlines created by the majority of this commission, and it is time for a change,” commented one woman who introduced herself as Helen Price.

LATEST AUDIO

Another Madeira Beach resident, Robert Preston, told the commission, “I would love to be part of a city that’s in the news for good things, not dirt and garbage.”

Though the face-licking episode allegedly took place in 2012, it took another five years for Crawford to file a complaint. According to a report prepared by the ethics commission, Crawford explained he had not initially reported Oakley for

harassment because he feared he would lose his job. The following year she chose not to run for reelection, and Crawford let the matter go, according to the Miami Herald.

After Oakley decided to seek office again in 2017, Crawford filed an official complaint. She won the race, and, in her first meeting back, suggested McGrady should be fired. A month after that, she was one of three commissioners who voted to suspend him for reasons that were not fully explained. He ultimately chose to resign rather than be fired, according to the Herald.

The investigation into Oakley's misconduct led to a very public airing of Madeira Beach's dirty laundry, the Tampa Bay Times reported in September. During one hearing, Oakley's attorney began shouting at McGrady and insisting she had been having an affair with Crawford in 2012, when the two were married to different people. McGrady insisted it was untrue. Meanwhile, numerous friends of Oakley's were called to the stand and subjected to extensive questioning about her drinking and whether she had ever been known to lick people's faces.

Oakley testified she had drank "some beer" and possibly a cocktail before the alleged face-licking incident, the transcripts from the hearings show. She also acknowledged she had used profanity to demand that McGrady leave, explaining, "I didn't think she needed to be there. I don't like her. [. . .] I think something was going on between the two of them."

In her own testimony, McGrady told a different story, describing Oakley as "belligerent and intoxicated" and "stumbling all over the place" while holding a Tervis tumbler filled with alcohol that she insisted be set up at her place on the dais.

“I’ve never seen anything like that in life and hopefully I’ll never see anything like it again,” she said, later explaining that she “got the impression that Commissioner Oakley was jealous of me somehow.”

Crawford also faced an ethics complaint of his own, the Times reported. His relationship with McGrady didn’t violate the city’s rules, but it did prompt the International City/County Management Association to ban him for life in 2016, after residents filed complaints. A letter to Madeira Beach’s then-mayor noted “it is highly inappropriate for a city manager to have a personal relationship with a subordinate employee,” and Crawford had recommended McGrady for raises and promotions while the two were in a relationship.

Separately, in December, the Florida Ethics Commission fined him $2,000 for accepting prohibited gifts from lobbyists, which consisted of discounted rent on condominiums he leased from local developers.

During cross-examination at one hearing, Oakley’s lawyer asked McGrady if she had ever told anyone about the alleged assault on her then-boss.

“Not about that incident, no,” McGrady replied. “I mean, she licked a lot of people, sir. So everyone kind of talked about the fact that she licked people. That’s what she did when she got drunk.”

ITEM 12.A.

HARB Expirations

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: March 11, 2019

RE: Upcoming Term Expirations

Historic Architectural Review Board

Reminder that applications are currently being accepted to fill two term expirations (2) and one (1) alternate position on the Historic Architectural Review Board. The deadline to submit an application is Wednesday, March 13, 2019. Appointment is tentatively scheduled for the March 25, 2019 City Commission meeting.

Advertisements requesting applications will be published in the St. Augustine Record in accordance with board advertising policies and posted on the City website.

Attached is the current Board roster, along with a profile of the qualifications, duties and responsibilities as by ordinance.

Darlene Galambos
City Clerk

Xc: Clerk's Files

HISTORIC ARCHITECTURAL REVIEW BOARD

Meets Monthly, 3rd Thursday - 1:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
Antoinette Wallace Archaeologist	104 Lincoln Street, 32084 904-501-9449 ab_wallace@bellsouth.net	10/28/13 fill vacancy 02/22/16 1st full term	3/28/2019
Jon Benoit Contractor	900-D Anastasia Blvd, 32080 904-540-3065 jonbenoit@behstbuilders.com	03/26/18 1st full term	3/28/2021
Catherine Duncan **CHAIR** Architect	5 Althea St, 32084 904-824-4673 catherinedunc@aol.com	11/09/15 fill vacancy 3/26/18 1st full term	3/28/2021
Barbara Wingo **VICE-CHAIR** Attorney/Historian	17 Saragossa St. 32084 PO Box 497, 32085 (preferred) 824-5146; cell 352-214-1214 bcwingo@gmail.com	02/22/16 1st full term	3/28/2019
Paul Weaver, III Professional Preservation Consultant	5 Milton St, 32084 160 Vilano Rd, Ste 7 824-5178 – 347-6090 hpa007@aol.com	06/25/18 1st full term	3/28/2020
H. Randal Roark Architect/Planner Alternate	50 E. Park Ave., 32084 829-8929 randalroark@bellsouth.net	05/14/18 fill vacancy	3/28/2019
VACANT			03/28/2019

HARB also hears appeals formerly heard by the Entrance Corridor Review Committee which was sunset permanently by Ordinance 2013-05, effective 2/21/2013

02/01/18

HISTORIC ARCHITECTURAL REVIEW BOARD

Authorization:	Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.
Number of Members:	Five (5) Regular Members and Two (2) Alternates
Terms of Office:	Three (3) years, expiring on March 28th - Original terms staggered; no member appointed for more than two full consecutive terms.
Appointment:	By City Commission.
Qualifications:	While preference shall be given to current City residents, City Commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. All members of the historic architectural review board shall have either thorough training and/or experience in: 1 history or related fields; 2 archaeology; 3 architectural history; 4 historic architecture; and 5 art history. Alternates shall be appointed for a three (3) year term, and shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members. See Section 28-82 for the criteria required in order to be appointed to the Board.
Duties:	Act on applications for Certificates of Appropriateness in HP-1 through HP-5; act on applications for building permits on property abutting HP-1 through HP-3; act on all applications for demolition permits for structures 50 years old or older within the City limits; cooperate with governments in planning proposed and future projects reflecting concerns and policies and assist as a consultant in development of future land use plans; advise property owners & government agencies concerning maintenance, protection, enhancement and preservation of historic resources; advise the City Commission concerning effects of local governmental actions on resources designated under the ordinance; recommend issuance of stop work order when not in compliance; develop rules and procedures necessary to implement powers and duties of the HARB consistent with ordinance; conduct regular public meetings and call special meetings; and designate historical landmarks.
Attendance:	Failure to attend two 2 of three 3 consecutive meetings without approval of the chair shall be considered a resignation of the position. Sec 28-85
Meetings:	Third Thursday of each month, 1 P.M. the Alcazar Room, City Hall.

ITEM 12.B.

Lincolnville Community Redevelopment Area Steering Committee Expirations

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: March 11, 2019

RE: Notification of three (3) term expirations – Lincolnville Community Redevelopment Area Steering Committee

Notification is being given regarding three (3) term expirations of the Lincolnville Community Redevelopment Area Steering Committee. These terms expire April 30, 2019. Current members, Carolyn Wright, Nathan Baer, and Rory Herman have all indicated the desire to continue serving and have submitted updated applications.

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 April 22, 2019 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 politcstutor@gmail.com	04/30/2020
Seat 3: Carolyn O. Wright 142 Martin Luther King Ave, 32084 904-827-1082	Appointed: 2/22/2016 cwrightlincolnvillecra@gmail.com	04/30/2019
Seat 4: Rev Rory M. Hermann 121 De Haven St., 32084 904-982-5989	Appointed: 2/22/2016 past0rrmh@gmail.com	04/30/2019
Seat 5: Nathan Baer 122 Bridge St, 32084 (904) 293-9615	Appointed: 2/22/2016 hoosierswin@gmail.com	04/30/2019

12/28/15

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.

ITEM 13.A.

Task Tracking List

CITY OF ST. AUGUSTINE
COMMISSION MEETING TASK TRACKING LIST
AS OF 3/11/2019

Date	Requestor	Request/Comment	Assigned	Comments	Anticipated Completion Date
4/9/2018	Commission	Free parking for residents	Reuben Franklin	Establishment and promotion of free parking in downtown to be coordinated with new parking technology	4/1/2019
8/13/2018	Comm. Sikes-Kline	Thank you to the Contextualization Committee	Darlene Galambos	Staff to determine a proper thank you to the committee	3/1/2019
9/24/2018	Mayor Shaver	Underground electrical utilities update	Mike Cullum	Presentation by FPL on current policies	4/1/2019
9/24/2018	Mayor Shaver	Recycling strategy - Reduce and Reuse programming	Mike Cullum	Initiative to reduce recycled material tonnage - completed	2/25/2019
10/22/2018	Commission	CONTINUING Strategy discussion on Air B&B	Birchim/Lopez	Monthly updates will be provided	5/1/2019
10/22/2018	Commission	Charter amendment review	Darlene Galambos	Workshop scheduled	4/3/2019
12/10/2018		HARB/PZB education of sea level rise	David Birchim	Ongoing process through various programs and workshops	6/1/2019
1/14/2019	Comm. Sikes-Kline	Vehicle for Hire	Admin	Review of franchise options	4/1/2019
1/15/2019	Mayor Shaver	Greenspace inventory	David Birchim	Review of greenspace and parks located within the City	4/22/2019
1/14/2019	Comm. Sikes-Kline	Schedule Workshop on Adaptation Plan	Mike Cullum	Workshop scheduled	3/13/2019
2/11/2019	Comm. Valdes	Discussion of noise ordinance and hours of operation	Barry Fox	Review of current ordinance regulations	3/11/2019
1/28/2019	Comm. Sikes-Kline	"Ban the Box"	John Regan	Policy discussion with the Commission	4/8/2019

ITEM 14.A.

Summit Summary

RESPONSIBLE HOSPITALITY INSTITUTE "SOCIABLE CITY" SUMMIT

FEBRUARY 24-26, 2019
PHILADELPHIA, PA

The St. Augustine City Commission adopted a new Strategic Plan Initiative, February 2019, to initiate planning to preserve a safe, healthy, vibrant and balanced historic downtown character.

Strategic Plan Goals:

- To engage stakeholders in order to develop buy in on a potential plan of action.
- To seek information and resources from other cities who have advanced policy and programs

Take Away:

- Focus on developing a safe Nightlife atmosphere.
- Facilitate self-compliance in the Nightlife Industry.
- Partnerships with the stakeholders.
- Establish Business Improvement Districts to fund programs.
- Concentration on pedestrian safety, end of night transportation and parking.

First Steps:

- The process begins with "listening tours" and community gatherings to engage stakeholders and community members and build partnerships.
- Develop a tailored Plan of Action, through data collection and policies.

CONSENT AGENDA

CONSENT AGENDA – MARCH 11, 2019

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

a) **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON MARCH 25, 2019:**

b) **REMINDER OF UPCOMING MEETINGS:**

- March 25, 2019, 5:00 p.m., Regular Meeting

CA.2. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- January 28, 2019, Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- Sarah Jordan, 350 North Brevard Street
- Craig Sanford, 11 Cincinnati Avenue
- Jerry McConnell Blount, Larry Eugene Blount, Dena Ann Blount and Arlis Ray Blount, Jr., 665 Julia Street
- Hiram Thompson, 76 Old Hickory Forest Road

CA.4. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

- Proclamation 2019-03: Proclaims March 2019 as Women's History month. *(L. Freeman, Vice-Mayor).*

- Proclamation 2019-04: Acknowledges the 70th anniversary of the St. Augustine Community Chorus. *(L. Freeman, Vice-Mayor).*

CA.5. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.6. Invoice in the amount of $3,220.00 dated March 1, 2019 from Cavendish Partners, P.A. for legal services regarding the Seavin v. City of St. Augustine matter. *(I. Lopez, City Attorney).*

END OF CONSENT AGENDA

ITEM CA.2.

Minutes for Approval

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, January 28, 2019

The City Commission met in formal session Monday, January 28, 2019 at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Shaver, and the following were present:

1. Roll Call: Nancy Shaver, 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
Timothy A. Burchfield, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
David Birchim, Director, Planning and Building
Jim Piggott, Director, General Services
Mike Cullum, Director, Public Works
Mark Litzinger, Director, Financial Services
Meredith Breidenstein, Director, Budget & Performance Management
Paul K. Williamson, Director, Public Affairs
Reuben Franklin, Manager, Mobility Program
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Robin DiAngelis, Recording Secretary

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 of Agenda

Mr. Regan requested removal of Item 7.B.2. He said the Florida Power and Light representative was unable to attend.

Mayor Shaver asked to hear public comment after Item 7.A.1.

MOTION

Commissioner Freeman MOVED to approve the modified Agenda. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations.

(None)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Ed Slavin
- LuAnn Allen
- Sandra Motyl
- Marth "Tica" Walley
- BJ Kalaidi[1]
- Maria Alvarez

5. Consent Agenda

5.A. Additions, deletions or modifications to Consent Agenda.

(None)

5.B. Approval of Consent Agenda.

MOTION

Commissioner Freeman MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Mr. Regan read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

a) The following ordinances are tentatively scheduled for 2nd reading on February 11, 2019:

- Ordinance 2019-03

b) Reminder of upcoming meetings:

- February 11, 2019 - 5:00 p.m. – Regular Meeting
- February 25, 2019 - 5:00 p.m. – Regular Meeting

CA.2. Approval of Minutes from prior commission meetings:

- December 10, 2018 – Regular Meeting

CA.3. Releases of Lien for Unit Connection Fee Mortgage(s):

- Philip E. Fair - 2999 North First Street
- Vanessa Ajayi – 862 Avery Street

CA.4. PROPOSED Proclamations, Certificates of Appreciation/Recognition. (Commission approval required). (To be read at a subsequent meeting).

CA.5. Notification of Proclamations/Certificates of Recognition issued:

- Proclamation 2019-01: Proclaiming January 18, 2018 as Arbor Day
- Certificate 2019-02CR: St. Augustine Art Association's 95th Anniversary

CA.6. Invoice in the amount of $3,312.50 dated January 8, 2019 from Lampe, Roy & Associates for appraisal services regarding the Wendler v. City of St. Augustine matter. (I. Lopez, City Attorney).

6. Appeals.

(None)

7. General Public Presentations, items of Great Public Importance, and other items requiring Public Hearings

7.A. Items of Great Public Importance

7.A.1. Presentation regarding the progress of the Continuum of Care and challenges relating to homelessness and challenges in our City.

Mayor Shaver gave a PowerPoint presentation regarding Continuum of Care and the challenges to homelessness in the City.

Public Comment was opened and Commissioners heard from the following members of the public.

- Autumn Stanish
- Sheri Goodwin
- Desiree Baker
- Kristin Thomas
- Ed Slavin
- Brittany Coronado

[1] Written comments attached to original minutes.

7.B. General Public Presentations

7.B.1. Presentation to introduce Operation New Hope to the community.

Commissioner Sikes-Kline said she was sponsoring a presentation for Operation new Hope. She noted that Karen Goldman, a community sponsor for Compassionate St. Augustine, was present to facilitate the presentation.

Kevin Gay, Founder & CEO of Operation New Hope, gave a PowerPoint presentation regarding the Ready4Work program, designed to assist men and women who had been released from detention, prison or jail and faced the challenges of returning to the workforce.

Commissioner Sikes-Kline questioned what the City could do to support the endeavor, and asked if the City could implement "ban the box" on City employment applications which asked applicants if he/she had ever been convicted, sentenced or pleaded Nolo Contendere to a felony.

Mr. Regan stated that the City hired felons, and the City employment application asked if he/she had ever been convicted of a felony, but did not preclude being hired. He said the City's Labor Counsel advised not to remove the "box", however; that would be a Commission decision. He also noted there were reasons to remove the box, including the City's need to fill positions, and to improve employee diversification.

Commissioner Sikes-Kline said she wanted to sponsor a Resolution for the Commission supporting state funding and "ban the box."

Commissioner Valdes said he strongly supported the program and endorsed the Resolution Commissioner Sikes-Kline proposed.

Commissioner Horvath questioned whether St. Johns County had been approached to participate in the program.

Commissioner Freeman said she had experience working in the area of criminal law and said that St. Johns County asked about convictions and arrests on their employment applications which could prevent employment in some positions. She felt that if the County would support the City's position it could have a greater impact for prospective employees.

Mayor Shaver also supported the program.

Mr. Regan clarified that Commissioner Sikes-Kline was proposing a Resolution that adopted the City's position to help the effort in Tallahassee for funding and would be placed on a future agenda, and that Commissioners were in agreement to support the program.

7.C. Other Items Requiring Public Hearing

David Birchim, Planning and Building Director, said there would be one presentation for Items 7.C.1., 7.C.2., 7.C.3. and 7.C.4. with Public Hearing after each item.

7.C.1. Ordinance 2018-18: Annexes the property known as St. Augustine Shipyards from St. Johns County into the City of St. Augustine.

Public hearing was opened and Commissioners heard comments from the following members of the public:

- BJ Kalaidi[1]
- Ed Slavin

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2018-18 on second

reading. The motion was SECONDED by Mayor Shaver.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2018-18

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, ANNEXING APPROXIMATELY 20.36 ACRES OF PROPERTY IN ST. JOHNS COUNTY, FLORIDA LYING EAST OF ARAPAHO AVENUE SOUTH OF DIESEL ROAD, AS DESCRIBED HEREIN; REDEFINING THE BOUNDARY LINES OF THE CITY OF ST. AUGUSTINE TO INCLUDE SAID PROPERTY; AMENDING SECTION 1.08 OF THE CHARTER LAWS OF THE CITY OF ST. AUGUSTINE, FLORIDA; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR FILING OF A COPY HEREOF WITH THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, WITH THE CHIEF ADMINISTRATIVE OFFICER OF ST. JOHNS COUNTY, FLORIDA, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Sikes-Kline, Shaver, Valdes, Horvath, Freeman
NAYES: None
MOTION APPROVED UNANIMOUSLY

7.C.2. Ordinance 2018-19: Amends the future land use map designation for the St. Augustine Shipyards from St. Johns County Mixed Use to City of St. Augustine Residential Medium Density/Mixed Use.

Public hearing was opened and Commissioners heard comments from the following members of the public:

- Ed Slavin
- BJ Kalaidi[1]

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2018-19 on second reading. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2018-19

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF ST. AUGUSTINE COMPREHENSIVE PLAN AND ASSIGNING LAND USE CLASSIFICATIONS FOR APPROXIMATELY 20.36 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF ARAPAHOE AVENUE, SOUTH OF DIESEL ROAD, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF ST. JOHNS COUNTY MIXED USE TO THE CITY OF ST. AUGUSTINE CLASSIFICATIONS OF RESIDENTIAL MEDIUM DENSITY/MIXED USE AND OPEN LAND; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

VOTE ON MOTION

AYES: Sikes-Kline, Horvath, Valdes, Freeman, Shaver
NAYES: None
MOTION APPROVED UNANIMOUSLY

7.C.3. Ordinance 2018-20: Amends the zoning designation for the property known as St. Augustine Shipyards from county designation to Residential General Office (RGO) and Open Land.

Public hearing was opened and Commissioners heard comments from the following members of the public:

- BJ Kalaidi[1]
- Ed Slavin

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2018-20 on second reading. The motion was SECONDED by Commissioner Valdes.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 20.36 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF ARAPAHOE AVENUE, SOUTH OF DIESEL ROAD, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF ST. JOHNS COUNTY INDUSTRIAL WAREHOUSE (IW) and OPEN RURAL (OR) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE (RGO) AND OPEN LAND (OL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Sikes-Kline, Valdes, Horvath, Freeman, Shaver
NAYES: None
MOTION APPROVED UNANIMOUSLY

7.C.4. Development Agreement providing the City's responsibilities for the construction of water, sanitary sewer, stormwater and associated roadway infrastructure upon the annexation of a 20-acre property on Arapahoe Avenue and Diesel Road.

Commissioners disclosed ex parte communications.

Public hearing was opened and Commissioners heard comments from the following members of the public:

- BJ Kalaidi[1]
- Ed Slavin

Public hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass the Development Agreement as presented.. The motion was SECONDED by Mayor Shaver.

VOTE ON MOTION

AYES: Sikes-Kline, Shaver, Valdes, Horvath, Freeman
NAYES: None
MOTION APPROVED UNANIMOUSLY[2]

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – First Reading

(None)

8.B. Ordinances - Second Reading

8.B.1. Ordinance 2019-01: Amends, updates or repeals multiple sections of the City's Animal Code, Chapter 5.

John Cary, Assistant City Attorney, presented Ordinance 2019-01.

Commissioner Horvath felt the City should allow current owners of pigs and roosters to keep them by applying the amnesty policy.

Discussion ensued adding the amnesty program for currently existing pigs and roosters since the Ordinance would zone them out of the City.

[2] There was a brief recess from 7:11 p.m. to 7:23 p.m.

Mr. Cary read language that could be added to the Ordinance as an amnesty policy.

Ms. Lopez clarified that the policy would make roosters and pigs not legal to have in the future. She said it would create an amnesty period of 45 days to register a rooster or pig currently owned and it could live out its natural life span.

Mayor Shaver wanted to allow miniature pigs. She said they were good pets for people who had allergies.

Public hearing was opened and Commissioners heard comments from the following members of the public:

- BJ Kalaidi[1]
- Ed Slavin

Public hearing was closed.

Ms. Lopez asked for clarification on whether there was consensus of the Commission on limiting the number of pigs specifically.

Commissioner Sikes-Kline said there was a consensus for not allowing pigs.

Ms. Lopez read Sections 5-12 and 5-10 with changes regarding roosters and pigs.[3]

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2019-01 on second reading as amended. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 5, ARTICLES I AND II, OF THE CODE OF THE CITY OF ST. AUGUSTINE; REPEALING CHAPTER 5, ARTICLE III OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR FINDINGS AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR APPLICIBILITY AND PENALTIES; PROVIDING PROHIBITIONS ON CERTAIN ANIMALS; PROVIDING REQUIREMENTS FOR KEEPING ANIMALS; ALLOWING PIGS WITHIN THE CITY AS HOUSEHOLD PETS; PROVIDING MINOR AND TECHNICAL CHANGES TO THE ANIMAL CODE; REPEALING PROVISIONS THAT CONFLICT WITH AN INTERLOCAL AGREEMENT; REPEALING THE DOG AND CAT PET REGISTRATION PROGRAMS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; REPEALING SECTION 5-139 OF THE CODE OF THE CITY OF ST. AUGUSTINE, TO REMOVE A PROVISION PROHIBITING FISHING IN MARIA SANCHEZ LAKE; AMENDING SECTION 28-206 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO ELIMINATE STABLES AS A PERMITTED USE IN ZONING CATEGORY CL-1; 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, Shaver
NAYES: None
MOTION APPROVED UNANIMOUSLY

8.C. Resolutions

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2019-03: Proposed update to the City tree code.

[3] Language changes included with original minutes.

David Birchim presented Ordinance 2019.03.

MOTION

Commissioner Horvath MOVED to place Ordinance 2019-03 on first reading, read by title only and passed. The motion was SECONDED by Mayor Shaver .

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA; AMENDING CHAPTER 11 ENVIRONMENTAL PROTECTION, SEC. 11-27 DEFINITIONS "PRESERVED tree", SEC. 11-28(c) AND 11-28(d) ISSUANCE OF BUILDING PERMITS, SEC 11-29 STANDARDS FOR REVIEW, INCLUDING SEC. 11-29(d), SEC. 11-29(d)(1)(e), SEC. 11-29(e) and SEC. 11-29(e)(4). SEC. 25-52 DEFINITIONS "PRESERVED tree", and SEC. 25-58 VARIANCES AND CONSERVATION OVERLAY ZONE DEVELOPMENT REVIEW, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Horvath, Shaver, Valdes, Freeman, Sikes-Kline
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

(None)

10. Staff Reports and Presentations

10.A. First quarter Public Works update.

Mike Cullum, Public Works Director, gave a PowerPoint presentation focusing on three key projects:

- Wastewater Treatment Plant Options for Resiliency
  a. Relocating the plant
  b. Hooking up into the St. Johns County system

- West Augustine Septic to Sewer
  a. Expanding successful programs to other areas in West Augustine
  b. Applying for CDBG disaster recovery

- Paving Data
  a. Lincolnville
  b. West Augustine

Mr. Cullum spoke about an evaluation of different options that could provide cost effective alternative to moving the plant, which could cost approximately $63 - $80 million.

After a brief discussion, it was the consensus of the Commission to schedule an Adaptability workshop and dates would be presented during the February 11, 2019 meeting.

10.B. First quarter Mobility update.

Reuben Franklin, Mobility Program Manager gave a Power point presentation and discussed the City's new parking app, ParkStAug, and what to do with the ParkNow card.

Mr. Franklin also updated Commissioners on the bike share program and an Ordinance banning electronic scooters.

10.C. Cuna Street Beautification partnership opportunity.

Mr. Franklin said that staff had been working with John Arbizzani on a proposal that would accelerate a portion of Cuna Street in the Capital Improvement Plan (CIP). He said it could create a curbless street that had on street dining but would also be a flexible street; certain hours of the day it could be a commercial loading

zone and other times it could be a pedestrian oriented street.

Mr. Arbizzani and his design team, Marquis, Latimer + Halback, Inc., presented a PowerPoint slide show of a possible design for Cuna Street that included an on street dining restaurant proposed from 10:00 am to 2:00 am.

Commissioners discussed:

- Mr. Arbizzani was a great contributor to our City
- Citizens and tourists would both benefit from the restaurant development
- The success of Aviles Street
- Difference between sidewalk dining and street dining
- Limiting pedestrian traffic
- Concerns that patrons would drift from the restaurant with open alcoholic containers
- Noise complaints from Davis Shores
- Pedestrian traffic at 2:00 a.m. when all City bars close
- Changes that would have to be made in the City Code
- A probationary period for the on street dining

Miss Lopez clarified that it was the consensus of the Commission to draft Ordinance changes that addressed noise issues, spacing and hours, outdoor dining and open containers for consideration during a future meeting.

10.D. Discussion regarding the Commission's first quarter 2019 Action Items, amounts spent and/or encumbered through December 31, 2018.

Meredith Breidenstein discussed 2019 Action Items status.

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.

11.B. Quarterly status report. No Presentation.

12. ITEMS BY CITY CLERK

12.A. Review of Commission assignments to intergovernmental boards.

- Commissioner Horvath - Northeast Florida Regional Council
- Commissioner Sikes-Kline - St. Johns County Tourist Development Council, North Florida Transportation Planning Organization
- Mayor Shaver - Visitors Convention Bureau, Guana Tolomato Matanzas National Estuarine Research Reserve
- Commissioner Freeman - Sister Cities
- John Valdes – Intergovernmental Committee

13. ITEMS BY CITY MANAGER

13.A. Updated task tracking list.

Mr. Regan notified Commissioners that he received a telephone call from the owner's representative of Fish Island and from the North Florida Land Trust, who asked him to convey that the intention of the owner to enter into a contract with the North Florida Land Trust to possibly conserve the property.

Mr. Regan also said the City the Coquina property was under contract with the City. He said there was a thirty day due diligence period for an appraisal, survey,

DRAFT

title search, and wetlands survey. He also noted the property appraised for $594,930.

14. Items by Mayor and Commissioners

Commissioner Sikes-Kline asked that AirBnB's be addressed during a future meeting and for Dennis Hollingsworth, the St. Johns County Tax Collector speak with the Commission about the same subject.

Mayor Shaver said she would be visiting Aviles, Spain at the end of May.

15. Adjournment

There being no further business, the meeting was adjourned at 10:08 P.M.[4]

DRAFT

_____
Leanna S.A. Freeman, VICE-MAYOR

_____
Darlene Galambos, CITY CLERK

[4] Transcribed by Robin DiAngelis

ITEM CA.3.

Unit Connection Releases

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: February 25, 2019

RE: **SATISFACTION AND RELEASE OF MORTGAGE – 350 N. BREVARD STREET**

Enclosed is a Satisfaction and Release of Mortgage for 350 N. Brevard Street regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Sarah Jordan. The mortgage was recorded in the Public Records of St. Johns County on January 26, 2010. 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 March 11, 2019 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 **SARAH JORDAN**, whose address is 350 N. Brevard Street, St. Augustine, Florida 32084, her 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 21, 2010, recorded at Official Records Book 3281, Page 322, 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 as follows, to-wit:

DESCRIPTION: **LOTS 1, 2 AND 24, BLOCK 84, AFRO-AMERICAN SUBDIVISION OF THE DANCY TRACT, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 47 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA**

TOGETHER WITH 1973 CELEB MOBILE HOME ID # 033313239

PARCEL ID: **116830-0000**

ADDRESS: **350 N. BREVARD STREET, ST. AUGUSTINE, FLORIDA 32084**

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 3281, Page 322, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

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

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2019.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By:_____
Tracy Upchurch, Mayor

ATTEST:

_____
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**, 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 _____, 2019.

_____
Notary Public, State of Florida

(S E A L)

Public Records of St. Johns County, FL Clerk # 2010003756, O.R. 3281 PG 322,
01/26/2010 at 03:31 PM REC. $25.00 SUR. $27.50 Doc. M $12.25 Int Tax $6.85

UNIT CONNECTION FEE
MORTGAGE

THIS MORTGAGE, by and between **Sarah Jordan**, whose address is 350 N Brevard Street, 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 Department, 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.

COPY

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 $36.56 for 108 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 21st day of January 2010.

COPY

Signed, sealed and delivered
in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J. Muench

Belva Page
Witness
Printed Name: Belva Page

BY: Sarah Jordan
(Printed Name) Sarah Jordan
(Address) 350 N Brevard Street
(Telephone) 904-377-4402

*** * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * ***

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 21, 2010,** in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J. Muench

Belva Page
Witness
Printed Name: Belva Page

BY: Sarah Jordan
(Printed Name) Sarah Jordan
(Address) 350 N Brevard Street
(Telephone) 904-377-4402

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, **Sarah Jordan**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 21st day of January 2010.

Barbara J. Muench
Notary Public, State of Florida

BARBARA J. MUENCH
Notary Public, State of Florida
My Comm. Expires June 5, 2011
Comm. No. DD 672318

LEGAL DESCRIPTION

Lots 1, 2 and 24, Block 84, AFRO-AMERICAN SUBDIVISION of the DANCY TRACT, according to plat thereof recorded in Map Book 3, page 47 of the public records of St. Johns County, Florida.

Together with 1973 Celeb Mobile Home ID # 033313239

COPY

Exhibit "A"

OR BK 3281 PG 327

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, **Sarah Jordan**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 21st day of January 2010.

Barbara J. Muench

Notary Public, State of Florida

BARBARA J. MUENCH
Notary Public, State of Florida
My Comm. Expires June 5, 2011
Comm. No. DD 672318

COPY

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: February 21, 2019

RE: **SATISFACTION AND RELEASE OF MORTGAGE – 11 CINCINNATI AVENUE**

Enclosed is a Satisfaction and Release of Mortgage for 11 Cincinnati Avenue regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Craig Sanford. The mortgage was recorded in the Public Records of St. Johns County on July 25, 2018. 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 March 11, 2019 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 **CRAIG SANFORD**, whose address is 11 Cincinnati Avenue, 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 June 29, 2018, recorded at Official Records Book 4585, Page 1226, 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 as follows, to-wit:

DESCRIPTION: **IN THE CITY OF ST. AUGUSTINE, BEGINNING AT THE SOUTHWEST CORNER OF CINCINNATI AVENUE AND FIRST STREET, RUN THENCE WESTERLY 52 FEET ON CINCINNATI AVENUE, THENCE SOUTHERLY 131 FEET TO AN ALLEY, THENCE EASTERLY ON ALLEY 52 FEET TO FIRST STREET, THENCE NORTHERLY 131 FEET TO PLACE OF BEGINNING. BEING LOT 1 OF BLOCK 5 OF ROHDE ADDITION, EXCEPT THE SOUTH 34.5 FEET OF LOT 1, BLOCK 5, ROHDE ADDITION.**

THIS BEING THE SAME PROPERTY CONVEYED TO CRAIG SANFORD AND SUSAN SANFORD, HUSBAND AND WIFE FROM PAIA-FL, LLC, IN IOWA LIMITED LIABILITY COMPANY IN A DEED DATED MARCH 03, 2016 AND RECORDED MARCH 08, 2016 IN BOOK 4159 PAGE 1034.

PARCEL ID: **193170-0000**

ADDRESS: **11 CINCINNATI AVENUE, ST. AUGUSTINE, FLORIDA 32084**

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 4585, Page 1226, 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 _____, 2019.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By:_____
Tracy Upchurch, Mayor

ATTEST:

_____
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**, 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 _____, 2019.

_____
Notary Public, State of Florida

(S E A L)

Public Records of St. Johns County, FL
Clerk number: 2018053311
BK: 4585 PG: 1226
7/25/2018 11:06 AM
Recording $61.00
Doc M: $4.20
Int. Tax $2.32

UNIT CONNECTION FEE MORTGAGE

THIS MORTGAGE, by and between **Craig Sanford** whose address is 11 Cincinnati Avenue St. Augustine, FL 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA,** a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity May be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee May foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

3. That the Mortgagee will make monthly payments in the amount of $50.91 for 24 months, with the first payment due August 15, 2018

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 29th day of June, 2018.

Signed, sealed and delivered in the presence of:

Witness
Printed Name: Maxwell J Moulton

Witness
Printed Name: Cori A Niles

BY:

(Printed Name) Craig Sanford
(Address) 11 Cincinnati Avenue.
(Telephone) 508-934-9370

*** * * 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, **Craig Sanford,** who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of June, 2018.

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MAXWELL J. MOULTON
MY COMMISSION # GG46622
EXPIRES: November 13, 2020

Exhibit "A"

LEGAL DESCRIPTION

IN THE CITY OF ST. AUGUSTINE, BEGINNING AT THE SOUTHWEST CORNER OF CINCINNATI AVENUE AND FIRST STREET, RUN THENCE WESTERLY 52 FEET ON CINCINNATI AVENUE, THENCE SOUTHERLY 131 FEET TO AN ALLEY, THENCE EASTERLY ON ALLEY 52 FEET TO FIRST STREET, THENCE NORTHERLY 131 FEET TO PLACE OF BEGINNING. BEING LOT 1 OF BLOCK 5 OF ROHDE ADDITION, EXCEPT THE SOUTH 34.5 FEET OF LOT 1, BLOCK 5, ROHDE ADDITION.

PARCEL ID #1931700000

THIS BEING THE SAME PROPERTY CONVEYED TO CRAIG SANFORD AND SUSAN SANFORD, HUSBAND AND WIFE FROM PAIA-FL, LLC, AN IOWA LIMITED LIABILITY COMPANY IN A DEED DATED MARCH 03, 2016 AND RECORDED MARCH 08, 2016 IN BOOK 4159 PAGE 1034.

Commonly known as 11 Cincinnati Avenue, Saint Augustine, FL 32084

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: **Craig Sanford**
ADDRESS: **11 Cincinnati Avenue**
St. Augustine, FL 32084

$1,160.00 St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **11 Cincinnati Avenue 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 **1,160.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **5.03 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **50.91 Dollars**, commencing on **August 15, 2017** 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 June 29, 2018,** in the presence of:

Maxwell S. Moulton
Witness
Printed Name:

Witness
Printed Name: Cori Wiles

BY:

(Printed Name) Craig Sanford
(Address) 11 Cincinnati Avenue
(Telephone) 508-934-9370

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, **Craig Sanford,** who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of June, 2018.

_____

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MAXWELL J. MOULTON
MY COMMISSION # GG46622
EXPIRES: November 13, 2020

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: February 21, 2019

RE: **SATISFACTION AND RELEASE OF MORTGAGE – 664 JULIA STREET**

Enclosed is a Satisfaction and Release of Mortgage for 664 Julia Street regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Jerry McConnell Blount, Larry Eugene Blount, Dena Ann Blount, and Arlis Ray Blount, Jr. The mortgage was recorded in the Public Records of St. Johns County on December 13, 2011. 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 March 11, 2019 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 **JERRY MCCONNELL BLOUNT, LARRY EUGENE BLOUNT, DENA ANN BLOUNT AND ARLIS RAY BLOUNT, JR.**, whose address is 664 Julia Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to collectively as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated December 8, 2011, recorded at Official Records Book 3504, Page 948, 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 as follows, to-wit:

DESCRIPTION: **LOT 9, RE-SUBDIVISION OF LOTS 4, 5, AND 6, BLOCK 50, DANCY TRACT, ACCORDING TO MAP OF NEW AUGUSTINE DATED 1918 ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ST. JOHNS COUNTY, FLORIDA.**

PARCEL ID: **114100-0000**

ADDRESS: **664 JULIA STREET, ST. AUGUSTINE, FLORIDA 32084**

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3504, Page 948, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

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

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2019.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By:_____
Tracy Upchurch, Mayor

ATTEST:

_____
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**, 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 _____, 2019.

_____
Notary Public, State of Florida

(S E A L)

Public Records of
St. Johns County, FL
Clerk # 2011062833,
O.R. 3504 PG 948-958
12/13/2011 at 04:24 PM,
REC. $45.00 SUR. $50.00
Doc. M $12.95
Int Tax $7.39

UNIT CONNECTION FEE MORTGAGE

THIS MORTGAGE, by and between **Jerry McConnell Blount, Larry Eugene Blount, Dena Ann Blount and Arlis Ray Blount, Jr.** whose address is 664 Julia Street (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 $49.26 for 84 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 8th day of December 2011.

Signed, sealed and delivered in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Arlis R. Blount Jr
Witness
Printed Name: ARLIS R. BLOUNT, JR.

BY: Jerry McConnell Blount
(Printed Name) Jerry McConnell Blount
(Address) 664 Julia Street
(Telephone) 904-460-7841

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Arlis R. Blount Jr
Witness
Printed Name: Arlis R. Blount Jr

BY: Larry Blount
(Printed Name) Larry Eugene Blount
(Address) 664 Julia Street
(Telephone) 904-460-7841

*** * 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, **Jerry McConnell Blount**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 8th day of December 2011.

Barbara J. Muench

Notary Public, State of Florida

Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

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, **Larry Eugene Blount,** who is personally known to me or who has produced FLA. ID. Card 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 8th day of December 2011.

Barbara J. Muench

Notary Public, State of Florida

Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 29th day of NOVEMBER 2011.

Signed, sealed and delivered in the presence of:

Barbara J Muench
Witness
Printed Name: Barbara J Muench

BY: Dena Blount
(Printed Name) Dena Ann Blount
(Address) 664 Julia Street
(Telephone) 904-460-7841

Arlis R Blount Jr
Witness
Printed Name: ARLIS R BLOUNT JR

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, **Dena Ann Blount,** who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of NOVEMBER 2011.

Barbara J. Muench
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 29th day of November 2011.

Signed, sealed and delivered in the presence of:

Barbara J Muench
Witness
Printed Name: Barbara J Muench

BY: Arlis R Blount Jr.
(Printed Name) Arlis Ray Blount, Jr.
(Address) 664 Julia Street
(Telephone) 904-460-7841

Dena Blount
Witness
Printed Name: Dena Blount

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, **Arlis Ray Blount, Jr.,** who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of November 2011.

Barbara J. Muench

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

LEGAL DESCRIPTION

Lot 9, re-subdivision of Lots 4, 5 and 6, Block 50, Dancy Tract, according to map of New Augustine dated 1918 on file in the office of the Clerk of the Circuit Court, St. Johns County, Florida.

Parcel ID # 114100-0000

Exhibit "A"

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: **Jerry McConnell Blount, Larry Eugene Blount, Dena Ann Blount and Arlis Ray Blount, Jr.**
ADDRESS: **664 Julia Street**
St. Augustine, FL 32084

$3,694.97 St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **664 Julia Street**, 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 **3694.97 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.26 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **49.26 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.

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** 12/8, **2011,** in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: Jerry McConnell Blount
(Printed Name) Jerry McConnell Blount
(Address) 664 Julia Street
(Telephone) 904-460-7841

Arlis R Blount Jr
Witness
Printed Name: ARLIS R. BLOUNT, JR.

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, **Jerry McConnell Blount,** who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 8th day of December 2011.

Barbara J. Muench
Notary Public, State of Florida

Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

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** 12/8, **2011,** in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: Larry Blount
(Printed Name) Larry Eugene Blount
(Address) 664 Julia Street
(Telephone) 904-460-7841

Arlis R. Blount Jr
Witness
Printed Name: Arlis R. Blount Jr

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, **Larry Eugene Blount,** who is personally known to me or who has produced FLA. ID Card 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 8th day of December 2011.

Barbara J Muench
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

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** NOVEMBER 29, **2011,** in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: Dena Blount
(Printed Name) Dena Ann Blount
(Address) 664 Julia Street
(Telephone) 904-460-7841

Arlis R. Blount Sr
Witness
Printed Name: Arlis R. Blount Sr

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, **Dena Ann Blount,** who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of NOVEMBER 2011.

Barbara J. Muench
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

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 November 29, 2011,** in the presence of:

Barbara J Muench
Witness
Printed Name: Barbara J Muench

BY: Arlis R. Blount Jr
(Printed Name) Arlis Ray Blount, Jr.
(Address) 664 Julia Street
(Telephone) 904-460-7841

Dena Blount
Witness
Printed Name: Dena Blount

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, **Arlis Ray Blount, Jr.,** who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of November 2011.

Barbara J. Muench
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Barbara J Muench
My Commission EE078260
Expires 06/05/2015

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: February 21, 2019

RE: **SATISFACTION AND RELEASE OF MORTGAGE – 76 OLD HICKORY FOREST ROAD**

Enclosed is a Satisfaction and Release of Mortgage for 76 Old Hickory Forest Road regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Hiram Thompson. The mortgage was recorded in the Public Records of St. Johns County on October 18, 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 March 11, 2019 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 **HIRAM R. THOMPSON**, whose address is 76 Old Hickory Forest Road, 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 September 1, 2017, recorded at Official Records Book 4450, Page 684, 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 as follows, to-wit:

DESCRIPTION: **LOT 217, SEBASTIAN COVE PHASE 1, UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 62, PAGE 64 THROUGH 72, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA**

PARCEL ID: **086481-2170**

ADDRESS: **76 OLD HICKORY FOREST ROAD, ST. AUGUSTINE, FLORIDA 32084**

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 4450, Page 684, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

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

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2019.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By:_____
Tracy Upchurch, Mayor

ATTEST:

_____
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**, 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 _____, 2019.

_____
Notary Public, State of Florida

(S E A L)

Public Records of St. Johns County, I
Clerk number: 2017070761
BK: 4450 PG: 684
10/18/2017 11:55 AM
Recording $61.00
Doc M: $5.25
Int. Tax $2.81

UNIT CONNECTION FEE MORTGAGE

THIS MORTGAGE, by and between **Hiram R. Thompson,** whose address is 76 Old Hickory Forest Road St. Augustine, FL 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA,** a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity May be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee May foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

3. That the Mortgagee will make monthly payments in the amount of $26.04 for 60 months, with the first payment due October 15, 2017

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 1st day of September, 2017.

Signed, sealed and delivered in the presence of:

Witness
Printed Name: Maxwell J. Moulton

Witness
Printed Name: Joanne Paolini

BY:

(Printed Name) Hiram R. Thompson
(Address) 76 Old Hickory Forest Rd.
(Telephone) 904-466-8563

*** * * 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, **Hiram R. Thompson,** who is personally known to me or who has produced FL Driver's License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 1st day of September, 2017.

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MAXWELL J. MOULTON
MY COMMISSION # GG46622
EXPIRES: November 13, 2020

Exhibit "A"

LEGAL DESCRIPTION

LOT 217, SEBASTIAN COVE PHASE 1, UNIT 1, ACCORDING TO THE MAP OR PLAT THEROF AS RECORDED IN MAP BOOK 62, PAGE 64 THROUGH 72, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Strap: 0864812170

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: **Hiram R. Thompson**
ADDRESS: **76 Old Hickory Forest Road**
St. Augustine, FL 32084

$1,403.80 St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **76 Old Hickory Forest Road 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 **1,403.80 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **4.29 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **26.04 Dollars**, commencing on October 15, 2017 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 September 1, 2017,** in the presence of:

Witness
Printed Name: Maxwell J. Moulton

Joanne Paolini
Witness
Printed Name: Joanne Paolini

BY:

(Printed Name) Hiram R. Thompson
(Address) 76 Old Hickory Forest Rd.
(Telephone) 904-466-8563

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, **Hiram R. Thompson,** who is personally known to me or who has produced FL Driver's License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 1st day of September, 2017.

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MAXWELL J. MOULTON
MY COMMISSION # GG46622
EXPIRES: November 13, 2020

ITEM CA.4.

Proposed Proclamations

City of St. Augustine

La Lealisíma y Valerosa Cuidad de San Agustín de la Florida 1565 - 2015

PROCLAMATION

Whereas, *women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways, and;*

Whereas, *women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation and were particularly important in the establishment of early charitable, philanthropic, and cultural institutions and;*

Whereas, *,The St. Johns Cultural Council will hold the tenth annual Recognizing Outstanding Women in the Arts (ROWITA) Awards Celebration on Sunday, March 31 at 3 p.m. in the Limelight Theatre;*

Whereas, *The Dr Gail Pflaster ROWITA award recognizes the impact and influence women have made to the literary, visual and performing arts in St. Johns County and ; identifies women who have inspired and vitalized the arts community through their art and actions, and;*

Whereas, *through these and other efforts, supporting women throughout our society, recognizing that the successes of women strengthen our families, our community, our economy, and our Nation.*

NOW, THEREFORE, *the City Commission of the City of St. Augustine does hereby proclaim the month of March 2019, as* ***WOMEN'S HISORY MONTH*** *in St. Augustine; and recognizes the significant contributions of Outstanding Women in the Arts.*

IN WITNESS WHEREOF, *I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 25th day of March, in the year of our Lord two thousand nineteen, and the four hundred and fifty-third year of the founding of St. Augustine, the Nation's Oldest City.*

2019-03

Mayor Nancy E. Shaver

"Most Loyal and Valorous"
Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

City of St. Augustine

La Lealisíma y Valerosa Cuidad de San Agustín de la Florida **1565 - 2015**

PROCLAMATION

***WHEREAS**, the late William Dixon formed the originally named St. Augustine Choral Society in 1948, under the sponsorship of the St. Cecilia Society and has been connecting singers and sharing the joy of beautiful voices and beautiful music with the community; and*

***WHEREAS**, The St. Augustine Community Chorus is a non-profit organization and depends on the good will of audiences and donors for support in their musical endeavors to keep the art of choral music thriving in St Augustine; and*

***WHEREAS**, the St. Augustine Community Chorus is comprised of local and regional singers who love good music and enjoy sharing it with audiences; and*

***WHEREAS**, the chorus traditionally presents three concerts a year: a holiday program; a mid-season program of popular music and show tunes; and a spring program featuring major choral works. The concerts are held downtown at such locations as the Cathedral Basilica, and Ancient City Baptist Church; and*

***WHEREAS**, the St. Augustine Community Chorus celebrated its 70th season on March 8, 2019 with the Bursting With Blooms Gala held at the Riverview Club, which was a blooming spring evening of music, dinner and dancing to raise funds for the St. Augustine Community Chorus and the St. Augustine Orchestra; and*

***WHEREAS**, with these and like concerts acknowledged the Anniversary on March 16 and 17, the St. Augustine Community Chorus endeavors to contribute to the musical enjoyment of both its community and its members.*

***NOW THEREFORE,** the City Commission of the City of St. Augustine hereby celebrates and commemorates the **St. Augustine Community Chorus 70th Anniversary**, and encourages all residents to celebrate and support by participating in any scheduled activities by the St. Augustine Community Chorus.*

***IN WITNESS WHEREOF**, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 25th day of March in the year of our Lord two thousand and nineteen, the four hundred and fifty-third year of the founding of St. Augustine, the Nation's Oldest City.*

2019-04

Nancy E. Shaver, Mayor

ITEM CA.6.

Invoice for Payment

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: March 1, 2019

RE: **SEAVIN, INC. V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 9-2019-2-1711 dated March 1, 2019, from Cavendish Partners, P.A. for legal services rendered in February 2019, regarding the Seavin, Inc. v. City of St. Augustine matter.

The amount currently due is **$3,220.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the March 25, 2019 City Commission meeting.

WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEYS' FEES AND COSTS ON THIS MATTER EQUALS: $25,536.70.

Thank you.

Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Tim Burchfield, Assistant City Manager
John M. Cary, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Litzinger, Financial Services
Meredith Breidenstein, Budget & Performance

CAVENDISH PARTNERS P.A.

25 N Market Street
Jacksonville, FL 32202

INVOICE

Date: 03/01/2019
Invoice #: 9-2019-2-1711
Matter: Seavin, Inc.
File #: 1711

INVOICE TOTAL AND BALANCE DUE: $3,220.00

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085
Due Date: 03/31/2019
Please Remit Payment To:
Cavendish Partners. P.A.
25 N Market Street
Jacksonville, FL 32202

PAYMENTS RECEIVED AFTER 03/01/2019 ARE NOT REFLECTED IN THIS BALANCE DUE INVOICE

COSA 3.11.19

BJ KALAIDI
8 NEWCOMB ST

THE CHOICE FOR MAYOR COULD HAVE BEEN MORE UNFAVORABLE. ¶ ON OCT. 22, 2018 AN EX-COMMISSIONER SUGGESTED 8 DEVELOPERS MEET WITH MR. CULLUM OFF SITE OF THIS BUILDING SO THEY COULD SPEAK FREELY. ¶ SOME SEE THIS AS SHENANIGANS. THE NAME OF ONE WAS ON THE LIST TO FILL THE MAYOR'S SEAT. THREE

18+UP=19+3=22

NAMES WERE MISSING FROM THE LIST. ¶ IT'S IMPORTANT THAT TAX PAYERS PAY ATTENTION SINCE SOME STATUTES, ORDINANCES AND ZONING LAWS ARE WRITTEN TO BENEFIT CRONIES. UNFORTUNATELY, MANY CITY EMPLOYEES AND POLITICIANS ARE MANIPULATED BY SELFISH INDIVIDUALS WHO HAVE NO RESPECT FOR THE QUALITY OF LIFE IN THE HISTORIC CITY. ¶ THE CITIZEN SURVEY IS NO LONGER VALID SINCE RANDOMLY SELECTED RESIDENTS ARE NOT THE ONLY PERSONS RESPONDING. ¶ THE RESULTS WILL NOW BE SLANTED, SINCE IT'S BEEN OPENED TO THE INTERNET WORLD WHO ARE NOT DOUBLE TAXED AS RESIDENTS OF THE COSA ARE.

10 B + 14 A - THE ALCOHOL BUSINESSES SHOWN ON THE MAP IS A GOOD BEGINNING. ¶ TO TELL THE TRUE STORY A MAP OF ALL BREWERS, BEER/WINE AND FULL LIQUOR BUSINESSES SHOULD BE PROVIDED. REMEMBER THE CONCH HOUSE FIASCO? ¶ AFTERWARDS A COMMISSIONER STATED NOW WE HAVE OUR NEIGHBORHOOD BACK. ¶ WHEN ONE DOES NOT OR DOES SPEAK UP AND ARE IGNORED BY POLITICIANS AND CITY EMPLOYEES AN UNSAFE AND TRASHY CITY IS CREATED.

COSA 3.11.19 BJ KALAIDI

(2)

AS SUGGESTED BY ME IN THE PAST, THE COUNTY'S PLAINLY AUDIBLE NOISE ORDINANCE 2015-19 DOES NOT REQUIRE METERS.

SINCE BUSINESS OWNERS REFUSE TO ASSUME RESPONSIBILITY, THE COSA NEEDS TO ENFORCE THE PLAINLY AUDIBLE NOISE ORDINANCE.

NIGHTLIFE IS NOT ESSENTIAL TO THE BRAND OF THE COSA. THIS HISTORIC CITY DOES NOT NEED A THRIVING NIGHTLIFE.

HOME RULE: CLOSE THESE BUSINESSES AT 12 MIDNIGHT FOR THE SAFETY, HEALTH AND WELFARE OF HISTORIC ST. AUGUSTINE.

WARNING: DO NOT PURCHASE A HOME IN THE CITY LIMITS OF ST. AUGUSTINE AS LONG AS THE ZONING ORDINANCES AND TRAFFIC LAWS ARE SELECTIVELY ENFORCED CREATING AN UNSAFE TRASHY CITY. UNFORTUNATELY, THE TALE ABOUT A FROG THAT BOILED TO DEATH, DESCRIBES THE CITY OF ST. AUGUSTINE

Notice of EXISTING DANGER and City Liability

To: City of St Augustine City Manager John Regan, City Attorney Isabel Lopez, Mayor Upchurch, Vice Mayor Freeman, Sr. Commissioner Sikes-Kline, Sr Commissioner Horvath and Junior Commissioner Valdez and or all HIGH RANKING Governing Officials of the Nations Oldest City.

I, Tom Reynolds, a Resident who resides at 880 A 1 A Beach Blvd unit 1106 St Augustine Beach Florida 32080, hereby SERVE both Written and Verbal Notice to the City of St Augustine Florida on March 11, 2019 that DANGEROUS and VERY COSTLY SERIOUS LIABILITY EXIST in SEVERAL CROSSWALKS in the City Limits of St Augustine Florida.

The CROSSWALKS are UNEVEN SURFACES made with Bricks and or Pavers and or ROCK with cement. Many areas in the CROSSWALK LINES have many uneven spots in which a SLIP and FALL ACCIDENT can occur easily because of this ERROR or OVERSIGHT in making several CROSSWALKS in the City of St Augustine.

PLEASE immediately POST WARNING SIGNS until proper corrections are made.

Thank you and I will make myself available to assist City of St Augustine Officials if needed.

Tom Reynolds, SA, SAB, SJC, & 7th Judicial