



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JANUARY 11, 2021 - 5:00 PM**

1. CALL TO ORDER

- ☐ Roll Call
- ☐ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ☐ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

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

- ☐ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

9.B.1. Resolution 2021-02: Authorizes the City Manager to arrange for the City Commission or Boards and Committees to utilize hybrid meetings. (*D. May, Assistant City Attorney*)

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Discussion and assignment of commissioners to intergovernmental boards. (*D. Galambos, City Clerk*)

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA - JANUARY 11, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JANUARY 25, 2021: NONE

CA.3. Reminder of Upcoming Meetings:

- January 25, 2021, 5pm, City Commission Meeting
- February 8, 2021, 5pm, City Commission Meeting
- February 22, 2021, 5pm, City Commission Meeting

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

- December 7, 2020, City Commission Special Meeting

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

- Aksana and James Priest - 2916 N. 2nd Street
- Samuel Lyons and Ruth Miller - 255 S. Woodlawn Street

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

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

- Proclamation 2021-01 proclaiming Friday January 15, 2021 as Arbor Day in the City of St. Augustine

CA.8. Approval of request for an expenditure of \$4,500 from the State Confiscation Fund to purchase replacement firearm holsters compatible with the Axon Body Camera system. *(B. Fox, Chief, St. Augustine Police Department)*

End of Consent Agenda

CITY OF ST.AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 4, 2021

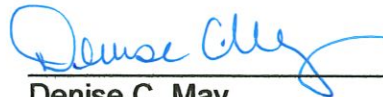
RE: **RESOLUTION 2021-02: HYBRID MEETINGS**

Due to the continuing outbreak of Coronavirus (COVID-19), the City Commission wants to ensure that the business of municipal governance can occur without unnecessarily exposing either City personnel or members of the public to a risk of infection, while also ensuring public access and open government.

Therefore, please find enclosed Resolution 2021-02 authorizing the City Manager to arrange for the City Commission or the Boards and Committees of the City to utilize hybrid meetings by means of communication media technology and in person quorum. This resolution further authorizes the City Manager to implement rules of procedure that will ensure compliance with the Sunshine Law and to provide technology and administrative support, as necessary.

Please place Resolution 2021-02 on the regular City Commission agenda for adoption on January 11, 2021.

Thank you.



Denise C. May
Assistant City Attorney

Attachment

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

Agenda Title:

Resolution 2021-02: Authorizing the City Manager to arrange for the City Commission or Boards and Committees to utilize hybrid meetings.

RESOLUTION 2021-02

A RESOLUTION OF THE CITY OF ST. AUGUSTINE, FLORIDA FINDING THAT THE PROTECTION OF A VULNERABLE CLASS OF PERSONS TO THE COVID-19 VIRUS IS AN EXTRAORDINARY CIRCUMSTANCE; AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR HYBRID IN PERSON AND ELECTRONIC ATTENDANCE BY ELECTED AND APPOINTED OFFICIALS AT CITY MEETINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current outbreak of Coronavirus (COVID-19) has made the City Commission acutely aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing either City personnel or members of the public to a risk of infection while ensuring public access and open government; and

WHEREAS, Florida law, including Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials ("Bodies"), for the conduct of public business, must be held following procedures (notice, access to meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision-making process (the "Sunshine Law"); and

WHEREAS, previously, when asked whether a public body complies with the Sunshine Law when one or more members of the Body wish to participate in a meeting electronically from a remote location, the Florida Attorney General ("AG") has opined that a quorum of the Body must be physically present in order to allow a member, who due to "extraordinary circumstances" is unable to physically attend the meeting, to appear and participate electronically; and

WHEREAS, the AG relies on the language in Florida Statutes Section 166.041(4), that states "[A]n affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution" (emphasis added); and

WHEREAS, the airborne transmission of the COVID-19 virus in constrained spaces during potentially long meetings, combined with the additional risk factors associated with older age and underlying health conditions make numerous City

Commissioners, senior staff, retired or older volunteer board members, and an aging population of residents more vulnerable to serious complications if infected with the virus; and

WHEREAS, the City Commission conducts its commission and board meetings in the Alcazar Room of the historic Lightner Building, a meeting room not designed for social distancing, modern ventilation, or sanitation standards; and

WHEREAS, the City Commission finds that limiting the number of individuals meeting in person to conduct City public meetings and hearings is a substantial public health benefit to medically vulnerable Commissioners, board members, personnel, and residents, and as such finds that these extraordinary circumstances warrant utilizing a hybrid model of public meetings, with only a quorum physically present with minimal staff in attendance; and

WHEREAS, the City Commission finds that it is in the best interest of the City Commission, its boards, personnel, and residents of the City to authorize the City Manager to provide, when he determines appropriate and based on local conditions, for the City Commission or members of the various Boards and Committees to be able to attend hybrid meetings electronically so long as a physical quorum is present.

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

Section 1. The City Manager, or designee, is hereby authorized to:

- a) arrange for the City Commission or the Boards and Committees of the City to utilize hybrid meetings by means of communication media technology and in person quorum;
- b) promulgate rules of procedure that will ensure compliance with the Sunshine Law;
- c) provide technology and administrative support as necessary to fulfill these objectives.

Section 2. If any section, subsection, clause, or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 3. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 4. This resolution shall take effect immediately upon adoption.

.....
ADOPTED in Regular Session of the City Commission for the City of St. Augustine,
Florida this _____ day of _____, 2021.

CITY OF ST. AUGUSTINE, FLORIDA

ATTEST:

Darlene Galambos, City Clerk
(Seal)

Tracy Upchurch, Mayor-Commissioner

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: January 11, 2021

RE: Commission Assignments to Intergovernmental Boards

The City Commission participates in a number of Intergovernmental Boards. After each election, a discussion is held, and Commissioners express their interest in serving on a particular board. Attached are the current board assignments for your review and consideration.

A handwritten signature in dark ink, appearing to read "Darlene Galambos", is written over a horizontal line.

Darlene Galambos
City Clerk

COMMISSION ASSIGNMENTS
(2020)

1. Commissioner Nancy Sikes-Kline - Tourist Development Council (TDC): (904) 209-4420. The meetings are held on the third Monday of every month in the County Auditorium at 500 San Sebastian View at 1:30 p.m.
2. Commissioner Nancy Sikes-Kline - North Florida Transportation Planning Organization (904) 306-7500, Meets monthly, 2nd Thursday, Time: 10 AM, TPO Board Room - 1022 Prudential Drive, Jacksonville.
3. _____ - Sister Cities Association (904/825-1004).
4. Commissioner Roxanne Horvath - Northeast Florida Regional Planning Council (904.279.0880, info@nefrc.org) - Monthly - 1st Thursday at 10:00 a.m. - location: NEFRC, 6850 Belfort Oaks Place, Jacksonville, FL 32216
5. Commissioner John Valdes - Intergovernmental Committee (904.209.0300), www.co.st-johns.fl.us) - Bimonthly - January, March, May, July, September & November - 1st Wednesday at 3:00 p.m. - location: St. Augustine Airport, 4730 Casa Cola Way, Multi Use Facility - 2nd floor conference room.
6. Melissa Wissle - Visitor & Convention Bureau (VCB) (904.829.1711 www.visitoldcity.com) - Monthly - 1st Wednesday at 1:30 p.m. - location, varies, (December meetings are subject to change due to the holidays).
7. Barry Fox - Continuum of Care - (904) 819-4328 Meets monthly, 100 Whetstone Place, Suite 303 St. Augustine, FL 32086
8. _____ - Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR)
9. Commissioner Nancy Sikes-Kline - Florida League of Cities Voting Delegate

CITY OF ST. AUGUSTINE

City Commission Special Meeting
Monday, December 7, 2020

The City Commission met in formal session Monday, December 7, 2020 at 7:30 P.M. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

Absent: Leanna S. Freeman, Vice-Mayor/City Commissioner

Staff: John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Barry Fox, Police Chief
Melissa Wissel, Communications Director
Cindy Walker, Communications Specialist
Candice Seymour, Recording Secretary
Laura Morse, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Ted Voorhees, St. Cyprian's Episcopal Church, delivered the invocation, and Mayor Upchurch led the Pledge of Allegiance.

Mayor Upchurch acknowledged the anniversary of Pearl Harbor which caused tremendous loss of life and he noted the importance of remembering those who dedicated their lives to serve this country.

2. GENERAL PUBLIC COMMENT

The Commission heard from the following members of the public:

- BJ Kalaidi

Public comment was closed.

3. COMMENTS BY CURRENT SITTING COMMISSION

Commissioner Sikes-Kline noted she looked forward to the evening.

Commissioner Horvath also noted she looked forward to the evening.

Mayor Upchurch noted the specialty of the meeting which provided opportunity to thank outgoing Commissioners and greet those newly elected. He reminded the Commissioners of the farewell words delivered to Vice-Mayor Freeman at the previous meeting and the current opportunity to formally welcome Commissioner-elect Barbara Blonder. He indicated the excitement for her impending service and stated the Commission looked forward to working with her.

Commissioner Valdes apologized for his absence at the previous meeting. He noted

the appreciation, honor, and enjoyment of working with Vice-Mayor Freeman for many years, which began on the Planning and Zoning Board, and thanked her for her service. He stated he looked forward to working with, and learning from, a new Commissioner at the table.

Mayor Upchurch requested that Melissa Wissel, Communications Director, assist with the oaths of office.

Ms. Wissel introduced Darlene Galambos, City Clerk, to administer the oaths of office.

4. OATHS OF OFFICE

4A. Mayor Tracy Upchurch

Ms. Galambos swore in Mayor Upchurch, who was accompanied by Beth Upchurch.

4B. Commissioner Roxanne Horvath

Ms. Galambos swore in Commissioner Horvath.

4C. Commissioner Barbara Blonder

Ms. Galambos swore in Commissioner-elect Blonder, who was accompanied by David Haynes and Seth Blonder-Haynes.

5. ELECTION OF VICE-MAYOR

MOTION

Commissioner Horvath MOVED to nominate Commissioner Sikes-Kline as Vice-Mayor. The motion was SECONDED by Commissioner Valdes and APPROVED BY UNANIMOUS VOICE VOTE.

6. COMMISSION POLICIES AND PROCEDURES

6.A. Discussion and adoption of Resolution 2020-39, providing for the Operating Policies, Reorganization, Rules and Procedures of the City of St. Augustine City Commission.

Isabelle Lopez, City Attorney, reviewed the Resolution.

John Regan, City Manager, noted the Alcazar Room rules for public meetings had transformed during the pandemic, and the significant difference was the requirement to wear a face covering over nose and mouth at all times, with ability to only lower when speaking. He advised this change reflected the Commission's will, based on discussion at the last meeting.

Mayor Upchurch noted the rules for public meetings, Exhibit 'F' of the Resolution, lacked the detail of the rules distributed by Mr. Regan in the meeting.¹

Ms. Lopez advised the detailed rules were created when the Planning and Zoning Board (PZB) and Historical Architectural Review Board (HARB) returned to in-person meetings in September 2020, and concern existed for holding public hearings. She noted that Resolution 2020-21 provided Mr. Regan with authority to 'tweak' the rules, and that whether the rules should be general or more detailed was at the will of the Commission.

Mayor Upchurch suggested the more detailed rules be included as a second page of 'Exhibit F'.

MOTION

Mayor Upchurch MOVED to include the more detailed rules as part of Exhibit 'F'. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Blonder noted a scrivener's error on Exhibit "C", Meeting Procedures, page 11, Section K 'Exhibits':

- At end of first sentence 'possibly' should be 'possible'

¹ Attached to original Commission packet

MOTION

Mayor Upchurch MOVED to approve Resolution 2020-39 as amended. The motion was SECONDED by Commissioner Sikes-Kline.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Horvath, Valdes, Blonder

NAYES: None

MOTION APPROVED UNANIMOUSLY

6.B. Resolution 2020-40: Urging Governor DeSantis to reinstate the provisions of EO-20-69 allowing the use of CMT to conduct meetings.

Commissioner Horvath reviewed the Resolution and requested the support of other Commissioners. She noted the uncertainty of Governor DeSantis' agreeance, but stated it was worth the attempt.

Commissioner Blonder stated the science was very clear, case numbers were increasing exponentially in many states, and it was a responsible decision to respect residents' safety and make the Commission's voice heard.

Commissioner Valdes recapped the COVID-19 cases in Florida and believed the peak was still months away. He stated essential functions such as jobs and shopping were necessary; however, alternatives existed that should be pursued to avoid placing citizens and City staff at risk, and he supported the Resolution.

Mayor Upchurch noted his appreciation of City staff for accommodating the Alcazar Room for meetings. He stated it was unfair for staff and law enforcement to be in the room during meetings while Commissioners participated virtually; however, the Resolution provided Commissioners the option to remotely or physically participate and he would support the Resolution.

There was Commission consensus to proceed with the Resolution.

Commissioner Horvath MOVED to approve Resolution 2020-40. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION

AYES: Horvath, Blonder, Sikes-Kline, Valdes, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

7. CLOSING COMMENTS BY MAYOR AND CITY COMMISSIONERS

Commissioner Valdes thanked City staff for the tremendous efforts to make the architecturally challenged room safe for staff, citizens and Commissioners. He stated the importance of public meetings to serve citizens, but suggested a better facility to accommodate size, airflow and air quality, and if an alternative could not be found, the Commission should return to their duties virtually. He noted the regret of losing home rule and expressed resentment for the Governor's decision on the return to in-person meetings, as science should be listened to and followed.

Commissioner Horvath stated she was hopeful for the vaccine protection. She welcomed Commissioner Blonder.

Mayor Upchurch welcomed Commissioner Blonder and congratulated her election during a difficult set of circumstances. He advised they worked together for many years at Flagler College, and stated she would be a passionate, effective, and talented Commissioner.

Commissioner Blonder echoed the statements of Commissioner Valdes and Commissioner Horvath regarding meeting in the Alcazar Room. She emphasized that vaccines were forthcoming in a short period of time, compared to everything

sacrificed the past ten months. She stated the request for a safer meeting location was temporary, and if not viable, then she preferred virtual meetings until people could be safely vaccinated.

Commissioner Blonder thanked Vice-Mayor Freeman for her professionalism and respectful communication during and after the campaign. She stated how honorable Vice-Mayor Freeman was and she left an indelible legacy with projects such as the 7-11 proposal in North City and Fish Island. She expressed her excitement to be part of the Commission.

8. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:01 P.M.²

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

² Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 15, 2020

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 2916 N. 2ND STREET**

Enclosed is a Satisfaction and Release of Mortgage for 2916 N. 2nd Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, James Priest, and Aksana Priest. The mortgage was recorded in the Public Records of St. Johns County on July 1, 2015. 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 January 11, 2021 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

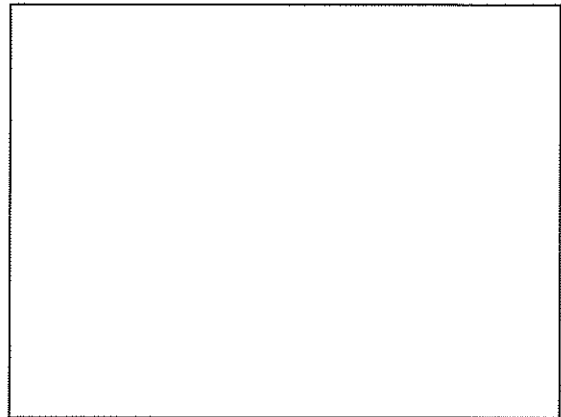


Isabelle C. Lopez
City Attorney

/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 **JAMES PRIEST and AKSANA PRIEST**, whose address is 2916 N. 2nd Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated June 24, 2015, recorded at Official Records Book 4051, Page 180, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4051, Page 180, 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 _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: THE WEST 75 FEET OF LOT 6 AND THE SOUTH ONE-HALF OF LOT 8, BLOCK 20, PONCE DE LEON HEIGHTS UNIT No. 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 73, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 086150-0000

LOCATION ADDRESS: 2916 N. 2ND STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2015040962
BK: 4051 PG: 180
7/1/2015 12:07 PM
Recording \$61.00
Doc M: \$12.95
Int. Tax \$7.22

THIS MORTGAGE, by and between James Priest and Aksana Priest, whose address is 2916 N 2nd 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:

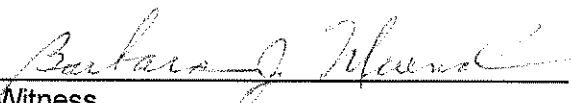
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of 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.

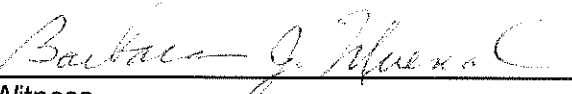
3. That the Mortgagee will make monthly payments in the amount of \$35.14 for 120 months.

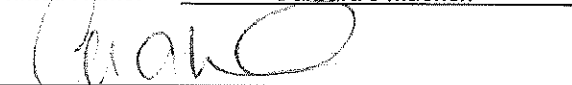
IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 24th day of June, 2015.

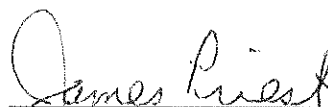
Signed, sealed and delivered in the presence of:

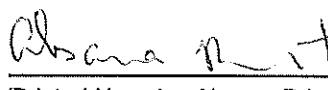

Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Cori Civiles


Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Cori Civiles

BY: 
(Printed Name) James Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

BY: 
(Printed Name) Aksana Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

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

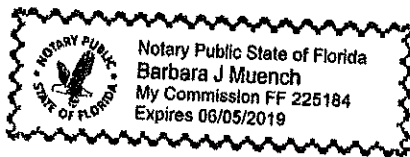
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

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, **James Priest**, 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 24th day of June, 2015.




Notary Public, State of Florida

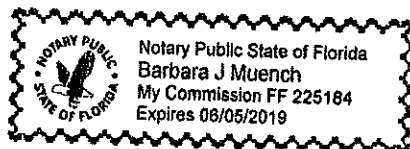
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

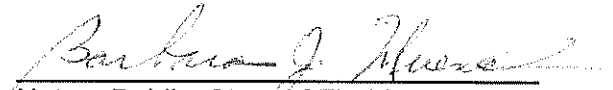
STATE OF Florida

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, **Aksana Priest**, 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 24th day of June, 2015.




Notary Public, State of Florida

LEGAL DESCRIPTION

The West 75 feet of Lot 6 and the South one-half of Lot 8, Block 20, Ponce de Leon Heights Unit No. 1, according to the map or plat thereof, as recorded in Map Book 3, Page 73, of the Public Records of St. Johns County, Florida.

Parcel Id. No. 086150-0000

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: James Priest and Aksana Priest
ADDRESS: 2916 N 2nd Street
St. Augustine, FL 32084

\$3,608.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 2916 N 2nd 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 **3608.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.18 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **35.14 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 June 24, 2015**, in the presence of:

Witness

Printed Name:

Barbara J Muench

BY:

(Printed Name)

James Priest

(Address)

2916 N 2nd Street

(Telephone)

904-271-5235

Witness

Printed Name:

Cori A Niles

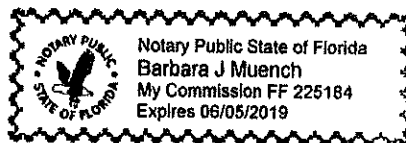
STATE OF FLORIDA

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, **James Priest**, 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 24th of June, 2015.

Barbara J Muench
Notary Public, State of Florida



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 24, 2015**, in the presence of:

Witness Barbara J. Muench
Printed Name: Barbara J Muench

[Signature]
Witness
Printed Name: Carla Niles

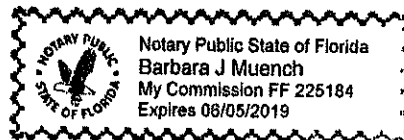
BY: Aksana Priest
(Printed Name) Aksana Priest
(Address) 2916 N 2nd Street
(Telephone) 904-271-5235

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, **Aksana Priest**, who is personally known to me or who has produced FLA, DRIVERS 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 24th of June, 2015.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 18, 2020

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 255 S. WOODLAWN STREET**

Enclosed is a Satisfaction and Release of Mortgage for 255 S. Woodlawn Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Samuel Lyons, and Ruth Miller. The mortgage was recorded in the Public Records of St. Johns County on February 14, 2012. 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 January 11, 2021 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

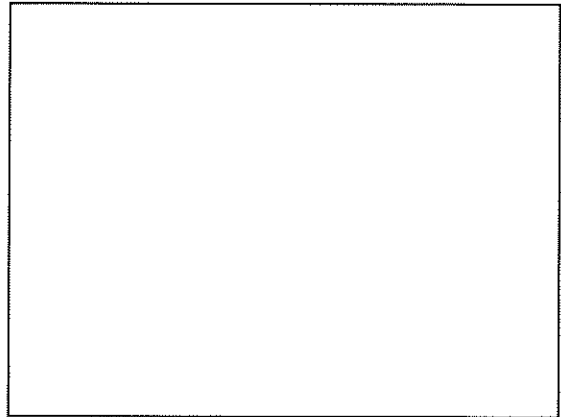


Isabelle C. Lopez
City Attorney

/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 **SAMUEL LYONS and RUTH MILLER**, whose address is 255 S. Woodlawn Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 26, 2012, recorded at Official Records Book 3525, Page 1151, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3525, Page 1151, 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 _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOT THIRTEEN (13) OF BLOCK ONE (1) OF COLEE SUBDIVISION, SITUATED PART IN AVICE AND VAIL GRANT, SECTION 41-7-29, ALSO PART IN HUERTAS GRANT, SECTION 45-7-29, AS FILED IN MAP BOOK 1, PAGE 98, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 121910-0000

LOCATION ADDRESS: 255 S. WOODLAWN STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of
St. Johns County, FL
Clerk # 2012008253,
O.R. 3525 PG 1151-1158
02/14/2012 at 11:33 AM,
REC. \$33.00 SUR. \$36.50

THIS MORTGAGE, by and between **Samuel Lyons** whose address is 255 S Woodlawn Street and **Ruth Miller** whose address is 447 BELLEVUE AVE (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 \$47.45 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 26th day of January, 2012.

Signed, sealed and delivered in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Michael E. Lyons
Witness
Printed Name: Michael E. Lyons

BY: Samuel Lyons
(Printed Name) Samuel Lyons
(Address) 255 S Woodlawn Street
(Telephone) 904-887-4187

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

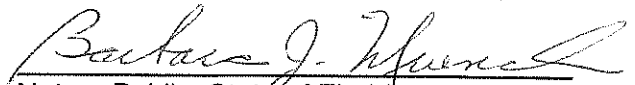
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

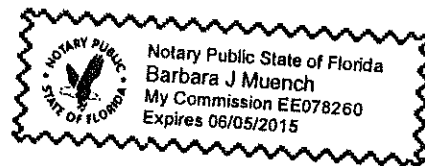
STATE OF FLORIDA

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, **Samuel Lyons**, 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 26th day of January, 2012.


Notary Public, State of Florida



15th IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this day of February, 2012.

Signed, sealed and delivered in the presence of:

Wayne A. Fletcher
Witness
Printed Name: WAYNE A. FLETCHER

BY:

Ruth L. Miller
(Printed Name) Ruth Miller
(Address) 1147 Bellevue Ave
(Telephone) (201) 695-5098

Lynn M. Mazzie
Witness
Printed Name: LYNN M. MAZZIE

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF NJ
COUNTY OF Merger

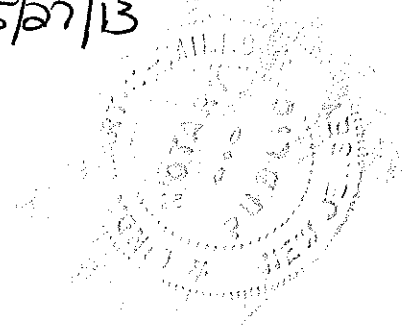
I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Ruth Miller**, who is personally known to me or who has produced employee ID as identification and is the person described in and who executed the foregoing instrument,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

Witness my hand and official seal, this 15th day of February, 2012.

Sandra Martin Mills

Notary Public, State of NJ

exp 5/27/13



LEGAL DESCRIPTION

Lot Thirteen (13) of Block One (1) of Colee Subdivision, situated part in Avise and Vail Grant, Section 41-7-29, also part in Huertas Grant, Section 45-7-29, as filed in Map Book 1, Page 98, Public Records of St. Johns County, Florida.

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Samuel Lyons and Ruth Miller
ADDRESS: 255 S Woodlawn Street
St. Augustine, FL 32084

\$4,846.25

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **255 S Woodlawn 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 **4846.25 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.29 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **47.45 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 January 26, 2012**, in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: Samuel Lyons
(Printed Name) Samuel Lyons
(Address) 255 S Woodlawn Street
(Telephone) 904-887-4187

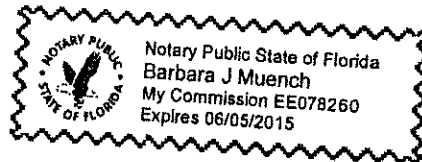
Michael E. Lyons
Witness
Printed Name: Michael E. Lyons

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, **Samuel Lyons**, 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 26th day of January, 2012.

Barbara J. Muench
Notary Public, State of Florida



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 February** 1, **2012**, in the presence of:

Wayne A. Fletcher
Witness
Printed Name: WAYNE A. FLETCHER

BY:

Ruth L. Miller
(Printed Name) Ruth Miller
(Address) 447 Bellevue Ave
(Telephone) (609) 695-5098

Lynn M. Mazzei
Witness
Printed Name: LYNN M. MAZZEI

STATE OF NJ
COUNTY OF Mercer

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Ruth Miller**, who is personally known to me or who has produced employee ID 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 1st day of February, 2012.

Sandra Martin Mills
Notary Public, State of NJ
exp 5/27/13





Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, *Arbor Day* began in 1872 with the planting of more than one million trees in Nebraska, and is observed in St. Augustine as well as the rest of the state of Florida each year on the third Friday in January, and

WHEREAS, the planting and nurturing of trees cuts heating and cooling costs, moderates temperatures, cleans the air, produces oxygen, reduces erosion and provides habitat for wildlife, and

WHEREAS, trees are renewable resources as well as providing paper, wood for our homes, fuel for our fires and countless other products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and,

WHEREAS, St. Augustine has been recognized as a Tree City USA by the National Arbor Day Foundation for thirty-eight years, and is committed to continuing its tree planting program, and

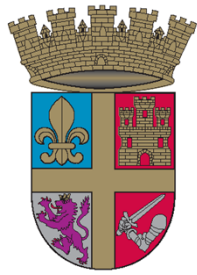
WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City Commission of the City of St. Augustine, does hereby proclaim Friday, January 15th, 2021 as **ARBOR DAY** in the City of St. Augustine, and urges all citizens to support efforts to protect our trees and woodlands, to support our City's urban forestry program, and to plant trees to bring joy to the heart and promote the well-being of present and future generations.

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 15th day of January in the year of our Lord two thousand and twenty-one, in the four hundred and fifty-fourth year of the founding of St. Augustine, the Nation's Oldest City

"Most Loyal and Valorous"

Title conferred on the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

Tracy Upchurch, Mayor

2021-01

"Most Loyal and Valorous"

Title conferred on the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE, FLORIDA

MEMORANDUM

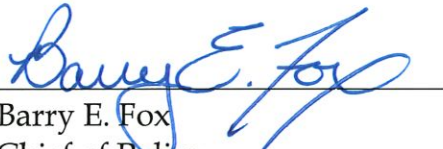
TO: John P. Regan
City Manager

DATE: December 18th, 2020

RE: Request for Expenditure
from State Confiscation Fund

This is to request permission for an expenditure of \$4,500 from the State Confiscation Fund. These funds will be used to purchase replacement firearm holsters that are compatible with the Axon Body Camera system and related sensors.

If this meets with your approval, please indicate by signing below and present to the City Commission for further approval. Thank you for your consideration in this matter.


Barry E. Fox
Chief of Police

Approved:


John P. Regan
City Manager

for


Date

dt