



AGENDA

SPECIAL CITY COMMISSION MEETING

MONDAY, APRIL 29, 2019, AT 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

NOTICE TO THE PUBLIC

THE CITY COMMISSION HAS ADOPTED THE FOLLOWING PROCEDURE: PERSONS WISHING TO SPEAK ABOUT TOPICS THAT ARE ON THE AGENDA MUST FILL OUT A SPEAKER CARD IN ADVANCE AND GIVE IT TO THE RECORDING SECRETARY. THE CARDS ARE AVAILABLE AT THE BACK OF THE MEETING ROOM. THIS PROCEDURE DOES NOT APPLY TO PERSONS WHO WANT TO SPEAK TO THE COMMISSION UNDER "PUBLIC COMMENTS."

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. TOPICS

NOTE: BECAUSE THIS IS A SPECIAL MEETING, THERE IS NO SEPARATE SECTION FOR GENERAL PUBLIC COMMENTS. IN ACCORDANCE WITH CITY COMMISSION POLICY, PERSONS CAN HAVE TWO MINUTES TO COMMENT ON EACH TOPIC LISTED BELOW.

- 1. Decorative Painting of Waste Receptacles: Request by the Tree Board / Beautification Advisory Committee for Commission Approval (Presenters: Representative from the Board/Committee)
- 2. Recycling Service: Consideration of Whether to Change from Bins to Wheeled Carts (Presenter: Max Royle, City Manager; Melissa Burns, Chief Financial Officer; and Representatives from Advanced Disposal)
- 3. Legal Services: Review of Draft Request for Proposals for New City Attorney and Setting Date for Special Meeting to Interview Candidates (Presenter: Max Royle, City Manager)
- 4. Televising and Streaming City Meetings: Review of Options and Costs (Presenters: Max Royle, City Manager and Anthony Johns, Information Technology Manager)
- 5. Parking Related Matters: Ordinance 19-08, First Reading, to Establish Resident Only Parking Permit System; Ordinance 19-09, First Reading, to Change Parking Regulations in Chapter 19 of the City Code; Discussion of Joining with County to Have a Uniform Parking Management System; and Review of Possibility of Leasing Property between 4th

and 5th Streets, West of the Boulevard, as a Temporary Parking Lot (Presenter: Max Royle, City Manager)

6. Resolution 19-03, to Ban Certain Plastic Items, and Resolution 19-04, to State City's Opposition to Offshore Drilling (Presenter: Mayor George)
7. Discussion of Changing Order of Topics on Regular City Commission Agendas (Presenter: Mayor George)

V. ADJOURNMENT

NOTE:

The agenda material containing background information for this meeting is available on a CD in pdf format upon request at the City Manager's office for a \$5 fee. Adobe Acrobat Reader will be needed to open the file.

NOTICES: In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities act, persons needing a special accommodation to participate in this proceeding should contact the City Manager's Office not later than seven days prior to the proceeding at the address provided, or telephone 904-471-2122, or email sabadmin@cityofsab.org.

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 


DATE: April 12, 2019

SUBJECT: Decorative Painting of Waste Receptacles: Request by the Tree Board/Beautification Advisory Committee for Commission Approval

Representatives from the Board/Committee will ask for you to approve having members of AGOSA (Art Galleries of St. Augustine) paint waste receptacle containers that are located on City bike paths and sidewalks. Example of containers that have been painted will be presented at your meeting.

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 16, 2019

SUBJECT: Recycling Service: Consideration of Whether to Change from Bins to Wheeled Carts

INTRODUCTION

Advanced Disposal now provides once-a-week recycling pickup service to the City's residents. The five-year agreement with the company for this service will expire on May 31, 2022. The City pays for the cost of this service from general revenues, such as property taxes. Currently, the company provides 18-gallon recycling bins at no cost to the City. The City, in turn, provides each residential property with up to two bins. Bins that are damaged or lost are replaced at no cost to the resident.

Section 4 of the agreement between Advanced and the City states that if the City wants to change the size of container from 18-gallon bins to larger, wheeled carts, the decision to do so must be made by May 31, 2019.

We would have provided information for this decision at your April 1st meeting, but with the resignation of Commissioner O'Brien, the topic had to be postponed to your April 29th special meeting because the significance of the topic requires five Commissioners to make a decision concerning it.

Under the terms of Section 4, Advanced will provide the carts to the City and will own them. To recoup the cost of the carts, the recycling pickup agreement will be extended for five years from May 31, 2019, and the new (and greatly increased) yearly fee charged to the City will go into effect on October 1, 2019, which will be the start of FY 2020. By that date, Advanced would have delivered the wheeled carts to the residences, so that residents could begin using them.

Also, should the City change the service from bins to carts, then under Paragraph 3 of Section 4, the rates charged by Advanced can be increased by a CPI adjustment and the company "has the flexibility to renegotiate the Rate Schedule." Section 5(f) of the agreement referenced in Paragraph 3 states:

"Once each year, beginning October 1, 2019, rates shall be adjusted upward or downward, to reflect the percentage change in the Consumer Price Index (CPI) that occurred during the preceding twelve months. However, the CPI adjustment shall not exceed four percent (4%) in any one year (i.e. the CPI adjustment shall not be greater than four percent (4%) of the rate in effect immediately before the adjustment occurs). The CPI adjustments shall be based upon the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for garbage and trash collection services (CPI-U) category for US city average, for the period from April 1st in the previous

calendar year to March 31st of the calendar year in which the adjustment will occur. The Contactor will present its rate schedule to the City no later than June 1st of each year for the subsequent fiscal year beginning October 1st."

What is most significant about the change from bins to carts is that it opens the door to significantly higher costs, as you can see from the attached analysis (page 6) by the City's CFO, Ms. Melissa Burns. If you continue with the bin service, then the rates can be increased each year only by the CPI up to a maximum of 4%.

Representatives from Advanced will tell you at your meeting that the main reason for the significant increase in costs is because Advanced and all major recyclers are having to pay higher costs to dispose of recycled materials. This is because China, formerly the major importer of recyclables from the United States, has stopped accepting most recyclables because of contamination.

ATTACHMENTS

Attached for your review is the following information:

- a. Pages 1-4, Section 4 from the agreement between the City and Advanced Disposal.
- b. Page 5, the proposed rates from Advanced for 35-gallon and 96-gallon carts picked up every other week.
- c. Page 6, the bin versus cart analysis done by the City's Chief Financial Officer, Ms. Melissa Burns.

In her analysis, Ms. Burns notes that the monthly rate for the current 18-gallon bin service is \$3.60. This figure includes a possible 4% CPI increase on October 1, 2019. The increase could be less.

You'll note from her analysis that the cart service, whether every week or every other week, will result in significant additional costs to the City. This is because, as noted above, of the loss of the Chinese market to American recyclers.

You'll note also that Advanced offers for the cart service the option of no longer recycling glass.

RECOMMENDATION

Earlier this year, the City's Communications and Events Coordinator, Ms. Cindy Walker, conducted a survey. Of the 65 residents who responded, 74% said they wanted to have recycling carts instead of the 18-gallon bins. However, despite this preference, it's the administration's recommendation that the City not change to 35-gallon or 96-gallon carts but continue with 18-gallon bins for the remaining three years of the current agreement. This recommendation is based on the following:

- Going to cart service will open the door for significant increases in the cost of the recycling service.
- The significant increase will happen no matter what size cart and what pickup option (once a week or every other week) the Commission selects. The cheapest cart option uses the 35-gallon cart with no glass that is serviced every other week. As Ms. Burns notes, this option is 88.89% higher than the bin service even with a 4% CPI increase.

- The higher costs will put additional strain on the General Fund budget because the City lacks a dedicated revenue source, such as the non-ad valorem assessment, to pay the costs of solid waste/recycling service. This means that general revenues, primarily property taxes, must be used to pay the recycling cost increase, which will mean that the City will have less money to do projects and provide other services.

Under the topic of Legal Services for your April 29th meeting, we suggest that you schedule a special meeting in May to interview candidates for the City Attorney position. At that special meeting, you can also review City financial matters, such as the long-range financial report and provide guidance to the administration for the FY 2020 budget. We suggest that at that meeting, you also discuss the need to establish a non-ad valorem special assessment for the collection of household waste, yard trash, and recyclables. While revenue from the assessment won't be available for the FY 2020 budget, it will be for the FY 2021 budget.

PROCEDURE FOR YOUR MEETING

We suggest that first you have the representatives from Advanced Disposal explain the rates they propose on page 5 and answer your questions.

One concern you might want Advanced to explain in more detail was one they brought up at a meeting with the Chief Financial Officer and the City Manager. It is the company's concern that the trucks equipped to empty the carts may not be able to do so on some streets because of the narrow width of the streets and the tree branches over them.

After your discussion with Advanced and comment from the public, you can then decide whether to continue with the 18-gallon bins or to change the service to carts. If you choose the latter, then you'll need to decide whether to have once-a-week pickup service or once every other week service.

SECTION 4. COLLECTION SCHEDULES AND PRACTICES

Frequency of Collection

For the Base Level of Service the Contractor shall provide once per week curbside collection of residential recycled waste using the current City provided eighteen (18) gallon bins, and once/twice per week collection of commercial recycled waste using the current in-place mix of bins and carts as identified in Section 2.

Should the City choose to convert to a carted service, using two (2) wheeled Recycling Carts, the City shall further choose the desired frequency of collection. The options available to the City for residential collection shall be once per week or every other week. Regardless of the chosen residential collection option, commercial collection shall remain the individually negotiated once/twice per week.

The Contractor agrees to allow the City the option to convert to carted service prior to May 31, 2019 under the Contractor's Rate Schedule in Exhibit D with the addition of a CPI adjustment as identified in Section 5(f). After which time, should the City choose the option to convert to carted service the Contractor has the flexibility to renegotiate the Rate Schedule.

Should the City choose to convert to carted service the following provisions of Section 4. shall apply.

Recycling Carts

Before the Commencement Date of carted service, the Contractor shall purchase, assemble, and deliver one (1) new Recycling Cart to each Residential Property in the Service Area. On and after the Commencement Date of carted service, the Contractor shall deliver one (1) new Recycling cart to each new customer within five (5) days after the customer is added to the City's Customer List. The Contractor shall also deliver one (1) additional Recycling Cart anytime a customer requests an additional cart for the collection of the customer's recyclables. The Contractor shall be responsible for the procurement, storage, assembly, and distribution of the Recycling Carts and for all costs associated with these activities.

The Contractor shall prepare and maintain an up-to-date list of all of the customers and Residential Property that receive a Recycling cart. The list shall identify the date, time, and address of: (a) each delivery of a new or replacement Recycling Cart under this Agreement; (b) each cart exchange pursuant to Section 4, below. The general format and content of the list shall be subject to the approval of the City. The list shall be provided to the City in an electronic format (e.g. Excel spreadsheet) on the Commencement Date of carted service. An updated list shall be provided to the City every six (6) months thereafter.

Technical Specifications for Recycling Carts

In general, the Recycling Carts shall: (a) have a nominal rated capacity of approximately thirty-two (32), sixty-five (65), or ninety-six (96) gallons, as applicable; (b) be hot-stamped in accordance with the specifications provided by the City; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's automated or semi-automated collection vehicles. Each Recycling Cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot-stamping and labeling. Each carts shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without inside structures that prevent the discharge of its contents. The Contractor must obtain the City's prior written approval of the color of the recycling Carts, before the carts are ordered by the Contractor.

The Recycling Carts also shall comply with the specifications in Exhibit C.

Title to Recycling Carts

Title to the Recycling Carts shall be held by the Contractor for a period of five (5) years following the Commencement Date of carted service. At that time, title to the Recycling Carts shall automatically transfer to and vest in the City, without further action by either party.

If this agreement is terminated prior to five (5) years following the Commencement Date of carted service, the City shall notify the Contractor if the City wishes to purchase some or all of the Recycling Carts from the Contractor. At its option, the City shall have the right to either:

- a) Extend the current term of the Agreement for a period of five (5) years following the Commencement Date of carted service, or
- b) Purchase the carts by paying the fair market value of the Recycling Carts at the time when the Agreement is terminated. The fair market value of the Recycling Carts may be determined by using any method that is mutually agreeable to both Parties. If the Parties cannot agree, the Contractor shall provide the City with an invoice or other document identifying the purchase price per cart that was actually paid by the Contractor. For the purposes of this Section 4, the fair market value of a Recycling Cart shall be the price per cart actually paid by the Contractor, reduced from the Commencement Date to the date of termination, based on a straight-line amortization of the purchase price over five (5) years.

Maintenance and Replacement of Recycling Carts

The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g. wheels, lids) for the Recycling Carts it provides for use in the Service Area. The Contractor shall be responsible for maintaining the Recycling Carts in good working condition. The Contractor shall repair or replace a Recycling Cart within five (5) days if (a) the Contractor observes the Cart is defective, or (b) the Contractor is informed by the Customer or the City that the Recycling Cart needs to be repaired or replaced.

Exchanging Recycling Carts

The Contractor shall offer Recycling Carts that are approximately thirty-two (32) gallons, sixty-five (65) gallons, and ninety-six (96) gallons in size. The Contractor shall deliver a different Recycling Cart to any Customer that wishes to exchange its cart for one that is a different size. The Contractor shall deliver the requested cart within five (5) days after receiving the Customer's request.

A Customer shall be allowed to exchange their Recycling Cart for a different size, without charge, one (1) time two (2) months of the Date of Commencement. The Contractor may charge and collect a delivery fee from the Customer if (a) the Contractor exchanges a Customer's Recycling Cart, at the Customer's request, on or after two (2) months of the Date of Commencement, or (b) the Customer exchanges its Recycling Cart more than once. However, the Contractor shall not charge or collect a delivery fee if a Customer delivers their Recycling Cart to the Contractor's local office for exchange. The Contractor shall also waive the delivery fee if the City instructs the Contractor to provide a smaller Recycling Cart to a Customer because the Customer is physically disabled and there are no able bodied people residing with the Customer. The Contractor's delivery fee shall not exceed twenty-five dollars (\$25.00). The Contractor shall be solely responsible for billing its delivery fee and collecting the fee from the Customer.

Minimum Warranty for Recycling Carts

Each Recycling Cart shall be protected by a manufacturer's warranty of at least ten (10) years in duration. The warranty shall explicitly provide that it is transferable to the City and shall be enforceable by the City after the title to the Recycling Carts is transferred to the City. A copy of the manufacturer's warranty shall be provided to the City before the Recycling Carts are ordered by the Contractor.



St Augustine Beach Recycle Waste Collection

Residential recycle	Once per week	Every other week	Every other week- No glass
Service	18 gallon bins	96 gallon carts or 35 gallon carts	96 gallon carts or 35 gallon carts
Rates	Current rate- \$3.45 per home	Estimated rate- 96 gallon \$7.65 per home, 35 gallon \$7.40	Estimated rate- 96 gallon \$7 per home, 35 gallon \$6.80 per home
Tons per month	2019 average- 75 tons per month	Estimated tons- 150 tons per month	Estimated tons- 130 tons per month
Routing	Current service schedule	Carts will be serviced by a rearload vehicle. Due to the landscape of the City along with the increased material volume productivity will decrease. The City will be split into 2 sections and 1 area will be serviced each week.	Same as 96 gallon every other week
Additional cost/increases	October 1, 2019 CPI increase up to 4%	Cost for the carts is built into the rate	Not all residents will be 100% compliant with removing glass so the estimated reduction is 13%, not 20%

*current mixed recycle processing charge- \$92.49 per ton

Glass makes up 20% of recycle material.

Current house count- 2,613

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: MELISSA BURNS, CFO *MB*
SUBJECT: RECYCLING BINS OR CARTS ANALYSIS
DATE: 4/15/2019

After you and I met recently with representatives of Advanced Disposal to discuss the possibility of moving our recycling service from using bins to using carts. Advanced Disposal provided three scenarios to us and their related costs related to staying with the bins and moving toward the cart service.

Currently, the City utilizes 18-gallon bins for residents to place their recyclables in to be picked up weekly by Advanced Disposal. The City allows up to two bins per household, the cost for the currently service is expected to be increased up to 4% based on the CPI on October 1st, 2019. The cart service would move to every other week utilizing either 35 gallon or 96-gallon carts. Below is an outline of the costs associated with staying with the bins option (which includes the 4% increase projected), the 35-gallon carts and the 96-gallon carts options.

		35 Gallon	96 Gallon	35 Gallon	96 Gallon
	Current Service	Every Other	Every Other	Every Other	Every Other
		Week	Week	Week - No	Week - No
				Glass	Glass
Monthly Unit Rate	\$ 3.60	\$ 7.40	\$ 7.65	\$ 6.80	\$ 7.00
Monthly Cost	\$ 9,406.80	\$ 19,336.20	\$ 19,989.45	\$ 17,768.40	\$ 18,291.00
Annual Cost	\$ 112,881.60	\$ 232,034.40	\$ 239,873.40	\$ 213,220.80	\$ 219,492.00
% Difference Over		105.56%	112.50%	88.89%	94.44%
Current w/CPI Incl					

Other helpful information could be the total tons of recycling on an annual basis. Advanced Disposal is assuming 900 tons for the bins; 1,800 tons for the carts; and 1,560 tons for the carts with no glass. As a comparison, FY16 605.51 tons of recycling was collected; FY17 628.3 tons of recycling and for FY18 728.27 tons of recycling was collected, but keep in mind the tonnage also includes commercial recycling, so residential recycling tonnage will be less.

While I understand the desire by some residents to be provided the cart option, I cannot recommend that the City move forward with that option based on the increase in cost alone.

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 8, 2019

SUBJECT: Legal Services; Review of Draft of Request for Proposals for New City Attorney and Setting Date for Special Meeting to Interview Candidates

ATTACHMENTS

For your discussion of finding a replacement for the current City Attorney, Mr. James Wilson, we have attached the following information:

- a. Pages 1-8, the original contract for legal services that was signed in April 2016 with Hassell-Legal, the Daytona Beach law firm for which Mr. Wilson worked at the time.
- b. Pages 9-16, the contract for legal services that was signed in October 2016 with the Coquina Law Group, a new firm that Mr. Wilson formed with other attorneys in St. Augustine.
- c. Pages 17-20, a draft of the proposed Request for Proposals for legal services. We ask that you review it and make any changes that you think are needed.

WHERE TO ADVERTISE

We will send the notice that the City is seeking legal services to the Coquina Law Group, as well as other local law firms. We will also check with St. Augustine's and the County's attorney for guidance as to where the notice should be sent. The notice will be posted on the City's website. We would appreciate suggestions from the Commission for other locations/means for posting the RFP.

SETTING DATE FOR INTERVIEWS

We will ask that you schedule a special meeting in May to do the following:

- Review the long-range financial plan and related budget matters, such as guidance for the preparation of the FY 2020 budget.
- Interview the firms that have responded to the Request for Proposals.

Please note that Monday, May 27th, is Memorial Day. You could hold the special meeting later that week, so as to give law firms enough time to provide a proposal. Or, if you think more time should be provided for firms to respond to the RFP, the special meeting could be held the second or third week in June. The date of your June regular meeting is the 3rd. The administration needs to know a date for the interviews, so it can be included in the RFP.

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this 4th day of April, 2016, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("City") and James P. Wilson and Hassell-Legal, P.A. ("Attorney").

W I T N E S S E T H:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be James P. Wilson, who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys, including but not limited to, W. Ashby Underhill, F. Bradley Hassell and/or Gregory A. Popp. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the CITY at the rate of \$3,000.00 per month for all work within the "Regular Scope of Work," which excludes litigation and extra legal work, which additional items shall be billable by the ATTORNEY at the rate of \$175.00 per hour. See attached Exhibit "A" for Regular Scope of Work.

C. ACCESS TO CITY PERSONNEL AND RECORDS. CITY agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the CITY of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the CITY as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the CITY.

G. EXPENSES AND LITIGATION EXPENSES. CITY to pay ATTORNEY all expenses and court costs incurred in the preparation of any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, traveling expenses at such rate as shall be allowed for "Authorized Travelers" by City Ordinance or State Law, or any other expenses incurred in or about litigation that the City authorizes the ATTORNEY to defend or prosecute. It is understood that the CITY may engage other attorneys in the defense of prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any City Board such as the Local Code Enforcement Board.

H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind, and shall be reimbursed by CITY for all ordinary and

necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation of trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

It is an unlawful employment practice for an employer,

- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this contract, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION

COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this professional services contract, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

COMPENSATION. COVERAGE ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this contract, and therefore, it is expressly declared and understood between the parties hereto, in entering into this professional services contract, and in connection with unemployment coverage only that: (1). ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2). Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this contract. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this professional services contract that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire

directly or indirectly any such interest which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that in the performance of this contract, no person having such an interest as described above shall be employed by ATTORNEY

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a City attorney ATTORNEY is granted the right authority to do any and all things necessary and proper to protect the interest of the CITY.

Q. CANCELLATION. Either party to this contract may terminate this contract at any time during the term of this contract by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination: **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall until a successor is appointed take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefore in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor with regard to pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar

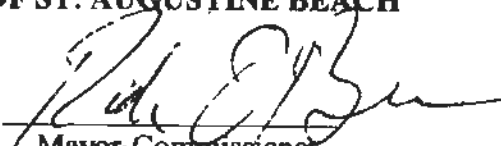
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF ST. AUGUSTINE BEACH

ATTEST:

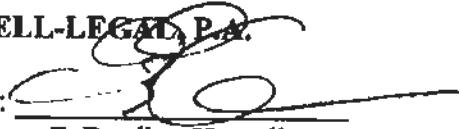

City Manager

BY:


Mayor-Commissioner

HASSELL-LEGAL, P.A.

BY:


F. Bradley Hassell,
Its President

CITY ATTORNEY

BY:



James P. Wilson

Exhibit "A"

CITY ATTORNEY, CITY OF ST. AUGUSTINE BEACH

REGULAR SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 7:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 7:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 7 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, usually on the fourth Wednesday at 3:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts or similar documents.
7. Review and comment on contract form between the City and independent contractors
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional

use permits, final development plans, etc., together with research work associated with the preparation of those documents.

9. Respond by telephone, e-mail or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports and legal research.
11. Respond to email and telephone inquiries by members of the public regarding matters before the city.

Extra Legal – Bill Hourly at \$175

Work performed under extra-legal consists of the following:

- A. Attend City, County, State and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to qualify, but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel and defense to challenges to the City's ordinances and regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this 17 day of October, 2016, and effective November 1, 2016, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("City"), having an address of 2200 AIA S., St. Augustine Beach, FL 32080 and James P. Wilson and the Coquina Law Group, P.A. ("Attorney"), having an address of 24 Cathedral Place, Suite 200, St. Augustine FL 32084.

W I T N E S S E T H:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be James P. Wilson, who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys, including but not limited to, W. Ashby Underhill, and/or Jeremiah Mulligan. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the CITY at the rate of **\$3,000.00** per month for all work within the "**Regular Scope of Work**," which excludes litigation and extra legal

work, which additional items shall be billable by the ATTORNEY at the rate of \$175.00 per hour. See attached **Exhibit "A"** for Regular Scope of Work.

C. ACCESS TO CITY PERSONNEL AND RECORDS. CITY agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the CITY of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the CITY as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the CITY.

G. EXPENSES AND LITIGATION EXPENSES. CITY to pay ATTORNEY all expenses and court costs incurred in the preparation of any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, traveling expenses at such rate as shall be allowed for "Authorized Travelers" by City Ordinance or State Law, or any other expenses incurred in or about litigation that the City authorizes the ATTORNEY to defend or prosecute. It is understood that the CITY may engage other attorneys in the defense of prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any City Board such as the Local Code Enforcement Board.

H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind, and shall be reimbursed by CITY for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation of trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

It is an unlawful employment practice for an employer:

- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this contract, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this professional services contract, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. COVERAGE ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this contract, and therefore, it is expressly declared and understood between the parties hereto, in entering into this professional services contract, and in connection with unemployment coverage only that: (1). ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2). Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3). ATTORNEY has been independently engaged in the practice of law prior to the date of this contract. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this professional services contract that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this contract, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a City attorney. ATTORNEY is granted the right authority to do any and all things necessary and proper to protect the interest of the CITY.

Q. CANCELLATION. Either party to this contract may terminate this contract at any time during the term of this contract by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall until a successor is appointed take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefore in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor with regard to pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar.

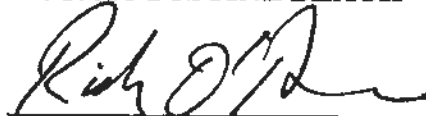
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF ST. AUGUSTINE BEACH

ATTEST:


City Manager

BY:


Mayor-Commissioner

COQUINA LAW GROUP, P.A.

BY:


W. Ashby Underhill

CITY ATTORNEY

BY:

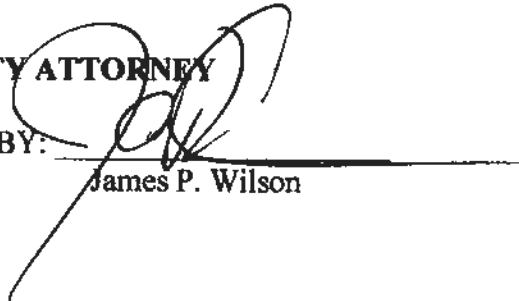

James P. Wilson

Exhibit "A"

CITY ATTORNEY, CITY OF ST. AUGUSTINE BEACH

REGULAR SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 7:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 7:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 7 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, usually on the fourth Wednesday at 3:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts or similar documents.
7. Review and comment on contract form between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional

use permits, final development plans, etc., together with research work associated with the preparation of those documents.

9. Respond by telephone, e-mail or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports and legal research.
11. Respond to email and telephone inquiries by members of the public regarding matters before the city.

Extra Legal – Bill Hourly at \$175

Work performed under extra-legal consists of the following:

- A. Attend City, County, State and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission.
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to qualify, but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel and defense to challenges to the City's ordinances and regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

CITY OF ST. AUGUSTINE BEACH REQUEST FOR PROPOSALS FOR LEGAL SERVICES

INTRODUCTION

The City of St. Augustine Beach is seeking an attorney licensed to practice law in Florida to be the City Attorney. Continuous membership in the Florida Bar is a precondition to consideration and a continuing condition of being City Attorney. Preference will be given to firms which have their main office within a 70-mile radius of St. Augustine Beach. *

Questions about the City Attorney's position, its workload, the amount and type of litigation the City now has, etc., may be directed to the current City Attorney, Mr. James Wilson, at 904-810-1025 or by e-mail to James@coquinalawgroup.com or to the Assistant City Attorney, Jeremiah Mulligan, at 904-810-1025 or Jeremiah@coquinalawgroup.com.

Interested attorneys are asked to provide responses as indicated below to the City Manager at 2200 A1A South, St. Augustine Beach, FL 32080 by _____.

The City Commissioners will individually review and rank the responses received and will at a special meeting inform each other of their respective rankings and determine which firm or firms will be interviewed at a special meeting for the position of City Attorney.

The firm selected will be expected to assume the duties of City Attorney within thirty (30) days after an employment agreement has been approved by the City Commission.

* PLEASE NOTE. "Main office" is defined as the address the firm has registered with the Florida Bar Association.

SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 6:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 6:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 6:00 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, as needed, usually on the fourth Wednesday at 2:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts, or similar documents.

7. Review and comment on contract form between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional use permits, final development plans, etc., together with research work associated with the preparation of those documents.
9. Respond by telephone, email, or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive, and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports, and legal research.

Work performed under extra-legal consists of the following:

- A. Attend City, County, State, and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission.
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- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to qualify, but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel and defense to challenges to the City's ordinances and regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

METHOD OF PAYMENT

The City prefers that the method of payment consist of a monthly retainer for all legal work performed under paragraphs 1-10 above, and an hourly fee to be paid for extra-legal work performed under paragraphs A-E above.

The current City Attorney has charges \$3,000 per month for retainer work and \$175 per hour for non-retainer work.

1. How much will you charge per month for the retainer?
2. How much will you charge per hour for extra-legal work?
3. If you must perform legal work for the City outside of St. Johns County, how much will be charged per day for this work?
4. Does this amount include expenses?

5. If you will charge the City for legal services under another arrangement, please describe that arrangement in detail and specifically what the charges will be.

REQUIRED INFORMATION

The City currently compensates the City Attorney on a monthly basis for all routine matters including preparation of documents, attendance at meetings, consultation with City officials, and advice. Litigation is handled on an hourly rate. Any responses to the Request for Proposals are a public record and subject to public inspection. The City is an Equal Employment Opportunity Employer.

1. Please furnish a brief resume for the person to be primarily responsible for representation of the City.
2. In the event of unavailability, the name and address of the individual(s) who will fill in for you as Assistant City Attorney, together with a brief statement of his or her experience in representation of governmental agencies.
3. With regard to the individual to be primarily responsible for representation of the City, please indicate:
 - A. Whether he or she is rated by Martindale-Hubble, and if so, the rating and how long he or she has been so rated.
 - B. Please indicate whether such individual currently represents any local governmental agencies, and if so, the names of any contact persons with such agencies.
 - C. Please briefly indicate such individual's experience in the following areas:
 - 1) Representation of Local Government agencies or boards.
 - 2) Experience in Zoning Matters including representation of Zoning Boards and Building Departments and handling of zoning appeals in either Circuit or District Courts of Appeal. With regard to appellate matters, please furnish the citation for any reported decisions.
 - 3) Experience with regard to matters pertaining to "Open Government" including "Government in the Sunshine", "Public Records", "Quasi-Judicial" hearings, and potential conflicts of interest by members of a governmental board.
 - 4) Whether such individual has been personally a party to a lawsuit within the past five years as a plaintiff or defendant, and if so, please furnish the style of the action, the court, and docket number.
 - D. Is there any area of the work wherein you will rely upon another attorney to provide legal advice to the City, such as an area of practice or specialty? If so, please describe.
 - E. If you have litigated an action for or against a local government agency, please provide a writing sample of such work, if available.


MISCELLANEOUS INFORMATION

1. Does your firm have a fax machine and e-mail address?
2. Have you ever represented a client who has been involved in litigation with the City of St. Augustine Beach? If yes, please describe the circumstances.

3. Do you currently provide legal services for any other public agencies in St. Johns County, or in other north Florida counties? If so, please list them.
4. Have you, any attorney in your firm, or any attorney who would serve as Assistant City Attorney, ever been disciplined by the Florida Bar? If so, please provide the date of such action, a brief description, and summary of the discipline.
5. Please provide any other information which you think will help the City Commission to evaluate your qualifications.

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 16, 2019

SUBJECT: Televising and Streaming City Meetings: Review of Options and Costs

INTRODUCTION

At your March 5th continuation meeting, you reviewed two reports: one from the City's CFO, Melissa Burns; the other from the Information Technology Manager, Anthony Johns. Both reports concerned the threat of a lawsuit against the City for non-compliance with American with Disability Act requirements related to internet accessible technology. In particular, Mr. Johns told you that the staff had believed the City was compliant with Section 508 of the ADA law, which governs information technology and requires captioning of live broadcasts of City meetings. However, the staff later learned that that wasn't the case and that PDF documents on the City's website and the City's live broadcast on cable and the streaming of its meetings weren't compliant. He informed you that lawsuits concerning non-compliance were happening throughout the state. After considerable discussion, you approved a motion to stop the broadcasting of live video and to remove all videos and non-compliant documents from the webpage and Facebook. Since then, the following has happened:

- a. All documents since 2015 have been made compliant and are now posted on the webpage.
- b. On March 21, 2019, the City received a letter from a Mr. Joel Price of Daytona Beach, who wrote he is legally blind and depends on a screen reader to help him understand electronic documents, and that his reader does not work with the City's electronic documents. He wrote that he was interested in the City's budget for the years 2015 through 2018, and all City Commission agendas and backup material for 2016, 2017, and 2018. He also asked that other electronic documents on the site be accessible by means of his screen reader. The City Manager made the City's liability insurer, the Florida Municipal Insurance Trust, aware of the letter. Its attorney said that Mr. Price's letter is standard procedure and that the City can expect to be informed of a lawsuit within 60 days of the letter's date, which was March 5th, as other cities that the League is defending have been.

Regardless of the lawsuit threat, the City has proceeded to make its website and Facebook page compliant with ADA requirements. What remains to be done is to make also compliant the video of the Commission and Planning Board meetings.

WHAT'S REQUIRED FOR COMPLIANCE

Attached as pages 1-2 is a report from Mr. Johns, in which he describes options and provides recommendations. In summary, the options are:

- a. To purchase an Automated Caption Encoder for \$82,000 with an additional cost to pay the staff to make the video ADA compliant; or
- b. To engage the same vendor, Swagit Productions, that provides live captioning or post-meeting captioning for the County and St. Augustine's meetings. For our City, the prices under Swagit to make the video ADA compliant:
 - \$25,460 upfront cost for equipment plus \$23,340 a year for up to 25 meetings of four hours each. This option will make the streaming service ADA compliant when the meeting is broadcast, so there will be no cost for staff time to make the video ADA complaint; or
 - \$7,370 upfront cost for equipment plus \$18,840 a year for up to 25 meetings of four hours each with a four-day delay so that the company can make the video ADA complaint; or
- c. Not to have live broadcasting and streaming of City meetings. This option would save the City the money it would spend for new equipment and Swagit's services, and the cost for overtime paid to City employees to televise/stream the meetings. There is no requirement in state law that the meetings be televised or streamed, or that a video record of them be made.

For each option, it will take 6 weeks to purchase and implement the system.

CONCERNS

1. Given the pace of technological change, the \$82,000 Automated Caption Encoder could well be obsolete in three or four years when the City might have to buy another piece of very expensive equipment.
2. Under the Swagit option, the yearly 25-meeting cap will be exceeded. Each year, the Commission has 12 regular meetings, plus two additional special meetings for the budget, plus other special meetings, the number of which cannot be known in advance. The Planning Board also has 12 regular meetings. Thus, the number of meetings could be 30 or more a year.

Swagit does offer a 50-meeting package. The one-time cost would be \$25,460, while the recurring or yearly cost for indexing and captioning the meetings would be \$32,940.

An alternative is to stream only the Commission meetings but not the Planning Board meetings. This would bring the number of yearly meetings to be captioned to less than 25. If the Commission selected this option, then the costs would be: one-time \$25,460, recurring \$23,340.

3. As Mr. Johns notes in his report, Comcast is going to begin charging the City a monthly fee to connect to its system for the live televising of the Commission and Planning Board meetings. That fee could be up to \$500 a month at the present and would likely be increased in future years.

OPTIONS

Assuming that the Commission does not support Option 3 (discontinuing both the televising and streaming of Commission and Planning Board meetings), the Commission is left with these options:

- Option A: purchase of the \$82,000 encoder. After each meeting, City staff would have to make certain the video was ADA compliant.
- Option B.1: \$7,370 up front cost for the equipment plus \$18,840 a year for up to 25 meetings of four hours for each meeting with four-day delay for company to make the video ADA complaint. TOTAL: \$26,210.
- Option B.2: \$25,460 up front cost for equipment plus \$23,340 a year for 25 meetings of four hours each with no delay in making the streaming immediately ADA compliant and thus no staff time needed. TOTAL: \$48,800.
- Option B.3: \$25,460 up front cost for equipment plus \$32,940 a year for 50 meetings of four hours each with no delay in making the streaming immediately ADA compliant. TOTAL: \$58,400.

Other than ceasing the televising/streaming of the meetings, the cost to the City for ADA compliance is going to be expensive and will have an effect on the City's budget, especially because the City's sources of revenue to pay such a significant expense are so limited. As it's unlikely that the Commission will not favor stopping the televising and streaming of meetings, the staff has the following recommendations:

- a. That the City cease broadcasting its meetings over Comcast but continue the live streaming of the meetings. Mr. Johns notes in the last paragraph of his report that it appears very few residents use Comcast to view the City's meetings. Also, the streaming of the meetings can be viewed on a PC, a tablet, and even a smart phone, and as most, if not all, residents have one or more of those devices, broadcasting the meetings on cable-TV is redundant and an unnecessary expense when the City needs money to pay for the captioning of the meetings that are streamed.
- b. That you decide whether to purchase the \$82,000 encoder, or to use a service such as Swagit.
- c. If your decision is to use Swagit, that you consider whether to discontinue streaming of the Planning Board meetings, in order to keep the number of yearly meetings that will need to be captioned to 25 or less.
- d. That you approve the staff negotiating with Swagit for its services for either 25 or 50 meetings a year because even Swagit's most expensive, 50 yearly meeting option, is cheaper than the \$82,000 that the City would have to pay to purchase its own equipment that will in time become obsolete.

Mr. Johns will be at your meeting to explain the options in more detail and to answer your questions. Should you have questions ahead of the meeting, you can email him at ajohns@cityofsab.org.

MEMORANDUM

TO: MAX ROYLE, CITY MANAGER

FROM: ANTHONY JOHNS, IT MANAGER

SUBJECT: ADA COMPLIANCE PROGRESS FOR VIDEO

DATE: APRIL 12, 2019

Per the previous discussion with the City Commission and Administrative staff, IT staff has been working on a resolution to the issue of ADA compliance of video broadcasts. Staff has worked with the A/V engineering company selected through RFP to receive a proposal for equipment necessary to provide captioning. In addition to this proposal, staff has received other information that is pertinent to changes that will be made. Staff is seeking direction on what video services will be provided, and on which compliance measures should be taken. Staff has no formal recommendation to provide on a specific compliance measure but will list options that have been explored. Staff would provide a recommendation that the City move forward with the continued use of a streaming platform but discontinuing the use of Comcast.

Due to the Commissions desire to expedite the process, staff has worked primarily with two vendors in seeking pricing to meet compliance requirements. The first vendor is Infinity A/V, they have provided a proposal for roughly \$82,000.00 to place an Automated Caption Encoder (Link Electronics ACE-2000) in-line in the current equipment rack. Their proposal includes the replacement of all HDMI distribution throughout the latter portion of the system due to the HDMI standards inability to carry closed-caption signal. Staff can explain this further, but what users see on consumer devices is decoded captions prior to the HDMI. This proposal also includes a replacement to the aging streaming encoder which was a reused device from Granicus. The second vendor is Swagit. The proposals provided by Swagit are for Live Captioning, or 4-day after the fact captioning. The cost for live is \$25,460.00 in up-front cost, and \$23,340.00 per year for up to 25 meetings of 4 hours each, and the cost for 4-day captioning is an up-front cost of \$7,370.00, and \$18,840.00 per year for the same meeting coverage. Staff has been aware of Swagit for a number of years, but the cost has deterred staff from seeking their services. They were chosen for this process because they are the current vendor of both St. Johns County and the City of St. Augustine. They provide both indexing of video and captioning through a live transcriber. It would be important to note that by default (without a user editing captions) the option provided by Infinity is WCAG 2.0 Level A compliant, while the option from Swagit is AA compliant. It would also be noteworthy that some of the HDMI distribution may need to be replaced to utilize the Swagit proposal, however they have not provided a diagram of their layout like Infinity has.

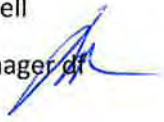
Staff has also been in frequent contact with Comcast due to the recent failure of and subsequent approval to purchase a new encoder. Since this encoder failed Comcast has repeatedly referred staff to a hardware vendor for questions of equipment compatibility and capability. The vendor, Radiant Communications Corporation, has been helpful with compatibility with known system components or hardware owned by the City, but cannot provide information regarding Comcast's equipment. Despite this, Comcast government support has been unwilling to assist with engineering a compatible solution and has instead referred staff to Comcast Enterprise. Staff met with and discussed existing and future changes with the Enterprise team and was provided information and estimated pricing of continued broadcasts through Comcast. Although no formal quote has been received, the Comcast Enterprise team provided staff with an estimate of \$500.00 monthly to continue broadcasting through Comcast. The only advantage that the City would receive is the encoder that pushes content to Comcast would then be maintained and replaced by Comcast. This device is approximately \$3,000.00. When asked what motivation the City would have to pay for a service currently received for free, staff was corrected that the fee may be less, but the City will be required to pay for the circuit to provide content to Comcast.

Staff can move forward with several explored options. While staff believes it would be an unpopular decision among residents and Commissioners alike, the lowest cost option is to discontinue filming City meetings completely. Staff's understanding is that the City has no requirement to provide video. This would save the cost of the upgrade, the significant cost of maintenance and upgrades to the existing equipment racks, and the cost of some employee overtime associated with the video production. The City may also continue forward with both Live and On-Demand streaming, as well as Live and Scheduled cable broadcasts. If this option is chosen, staff would also need to provide Live Captioning either through owning equipment outright, or through utilizing a service. The costs for this were already mentioned, but would be the cost of the solution chosen, plus the cost to broadcast to Comcast. Finally, the City can discontinue broadcasting via Comcast, but continue producing video content for DVD distribution as well as Live and On-Demand, or On-Demand only streaming. This would involve only the cost of the captioning solution chosen and, in the case of On-Demand only, could include the cheaper 4-day captioning if it is acceptable to not display meetings until days after the meeting concludes.

Staff's recommendation to move forward with this project would be to discontinue cable broadcasts and move forward with streaming and a caption solution. While IT staff makes no recommendation for a specific captioning solution, the CFO may have a recommendation. Regarding the recommendation to discontinue cable broadcasts, staff has been aware of reduction in viewership for several years now. This is best illustrated by a lack of complaint with equipment failure. Staff was unaware that the Comcast encoder had ceased to function, inside testing showed functioning equipment, until an employee reported the issue. Previously this would have been immediately reported by a resident. Meanwhile, streaming viewership routinely now eclipses 100 viewers per meeting within days of the initial broadcast date. With this falling viewership combined with the addition of a fee to provide Comcast with content, staff would recommend discontinuing a cable broadcast.

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 19, 2019

SUBJECT: Related Parking Matters: Ordinance 19-08, First Reading, to Establish Resident Only Parking Permit System; Ordinance 19-09, First Reading, to Change Parking Regulations in Chapter 19 of the City Code; Discussion of Joining with County to Have a Uniform Parking Management System; and Review of Possibility of Leasing Property between 4th and 5th Streets, West of the Boulevard, as Temporary Parking Lot

INTRODUCTION

At your March 5th meeting, you considered an ordinance to establish the resident parking permit system and the City administration's request for an ordinance to adopt changes to the parking regulations in Chapter 19 of the City Code. While there was discussion of the resident parking permit system, you took no action on the proposed ordinance. You did ask the City Attorney to prepare an ordinance for changes to Chapter 19.

There are two other topics concerning parking that need your attention. The first is the possibility of joining with the County to have a uniform parking management system; the second is the possibility of leasing private property for a parking lot. Information concerning both topics is below.

ITEM A. TWO ORDINANCES

Ordinance 19-08 is attached as Pages 1-6. In addition, attached are the following:

- Pages 7-13, information concerning St. Augustine's residential parking permit program, which that city has discontinued.
- Page 14, a list of the fees charged by some Florida cities for residential parking permits. Please note that some cities don't have permits for visitors.

CONCERNING THE ORDINANCE 19-09: As of the date of this report, we've not received the Ordinance from the City Attorney. If it arrives before your agenda books are distributed, we'll include the Ordinance as supplemental information.

Actions Requested

There are two:

1. As Ordinance 19-08 requires that permit fees be adopted by resolution, we ask that you decide the fee you want to charge for each permit, and whether you want to have separate visitor permits and a fee for them.

We suggest that there be no visitor permits. A resident with guests can have them park in the resident's driveway, while the resident with the permit can park on the street.

A resolution with the fees that you approve will be prepared for you to adopt at your June 10th meeting, when Ordinance 19-08 will have a public hearing and final reading.

2. That you pass Ordinance 19-08 on first reading.

ITEM B. UNIFORM PARKING SYSTEM

Earlier this year, the County solicited proposals for a parking management system. County staff reviewed the proposals received and recommended to the County Commission that the staff be authorized to negotiate with Republic Parking System to provide a parking management plan at 25 locations along the beach, including the pier park and the east end of Pope Road in our City, as well as boat ramps in the County. Our City's Information Technology Manager, Anthony Johns, reviewed the proposals with the County staff. By a 3-2 vote the County Commission at its April 2, 2019, meeting authorized its staff to negotiate with Republic.

Attached as Pages 15-16 is a copy of an article from The St. Augustine Record that provides the highlights of the County Commission's discussion at that meeting.

Also, attached as Pages 17-19 is the executive summary from Republic's proposal. In its proposal, Republic says it will provide a "turnkey operation," meaning it will handle all aspects of the parking management system from educating the public of its features to providing kiosks to collecting the revenue to enforcing the regulations to handling complaints. Republic in its proposal estimates that the County will receive \$2,230,185 from annual parking passes, citation fines, and fees collected at 1,634 parking spaces, both off-beach and at boat ramps. From this revenue, the County will pay \$144,962 in sales taxes and \$627,229 yearly to Republic for its turnkey services. The revenue estimates are based on a \$5 a day per vehicle parking fee and \$50 for each annual pass.

After the County Commission's meeting, City Commissioner Samora suggested to the City Manager that our City and the County should work together to have a seamless parking management plan, i.e., the same plan for the County's pier park and the City's public parking areas along A1A Beach Boulevard. He believes that a shared plan will mean less confusion for visitors.

On April 15th, Commission Samora, the City's Chief Financial Officer, Ms. Melissa Burns, and the City Manager met with the County Administrator, Mr. Michael Wanchick, and Mr. Jesse Dunn, the County's Director of Management and Budget, to discuss a jointly shared parking management plan. The outcome of the meeting was:

- That the City could join with the County to have Republic Parking manage the City's parking areas, or perhaps the City could have a separate contract with Republic while keeping the main features of Republic's plan.

- That if the City is a partner with the County, then there are questions, such as how Republic would determine the City's share of the revenue paid by visitors who use the City's parking areas, and the City's share of revenue from annual passes and citations.

The City officials learned from Mr. Wanchick and Mr. Dunn that having a separate or discounted daily parking fee and annual pass fee for residents would jeopardize the funding formula used by the federal government to determine its share of the costs for beach renourishment. The fees charged must be the same for all users, County residents and non-residents.

You may remember that at your March 5th meeting, you decided to have the following parking fees:

- \$2 an hour for out-of-County visitors
- 50¢ an hour for County residents
- No charge for City residents
- 50¢ an hour for employees of businesses in the City
- \$1 an hour for parking in Ocean Hammock Park

There is a question whether these differing parking fees, if the City had its own paid parking plan, could lower the federal share of dollars for beach restoration.

The outcome of the meeting was that the City officials should send any questions they had about a shared system to Mr. Dunn, and that the County would include the City in its negotiations with Republic. Three questions are:

1. How would Republic determine the fee revenue from the City-owned lots, and how would the revenue from annual passes purchased by City residents and revenue from citations for illegal parking on City lots be determined?
2. What would Republic charge the City to manage the paid parking plan on the City lots along A1A Beach Boulevard?
3. At \$5 a day to park and \$50 for an annual pass, would the City receive enough money to cover its share of the cost to Republic to manage the parking plan, plus additional money to pay the City's Parking Enforcement Specialist?

The City Manager sent the first two questions to Mr. Dunn, who requested a map showing the location of the City's parking areas and the number of parking spaces. The third question is difficult with accuracy. To estimate the amount of revenue the City might receive, Ms. Burns can use the same methodology that Republic used to estimate the revenue the County might receive.

County's Schedule to Implement the Plan

County staff will negotiate with Republic and bring the results back to the County Commission at a meeting during the summer. Mr. Wanchick said that the County doesn't want to implement the plan during the beach season. This puts possible implementation at the end of the summer or sometime in the fall and gives the City time to negotiate with Republic in partnership with the County.

Action Requested

If you agree with Commissioner Samora's suggestion that the City and County share a parking management system, we ask that you by motion and vote approve the suggestion and ask the County to include City staff in its negotiations with Republic. Your approval will be forwarded to the County and could help the County Commission to continue with the parking management plan.

ITEM C. TEMPORARY PARKING LOT

Several citizens at your meetings or in emails have suggested that the City should provide additional parking for beach visitors. As the City itself owns no vacant property that could be a parking lot, there are along the Boulevard only two vacant pieces of property of sufficient size that could be used for off-beach parking. One is north of the Courtyard by Marriott hotel between 7th and 8th Streets; one is on the south side of the hotel between 4th and 5th Streets. Both are owned by the same company that owns the hotel. The company's owner, Mr. Manoj Bhoola, has told the City Manager that the property between 7th and 8th Streets isn't available because he has plans, as yet unspecified, for it.

On March 12th, Mayor George and the City Manager met with Mr. Manoj Bhoola about the possibility of using the commercial part of his property between 4th and 5th Streets for a parking lot. There are 10 lots in that part. The remaining six lots are in a medium density land use district. The commercial lots are shown in color on Page 20 (attached). Several years ago, Mr. Bhoola asked the City to change the land use of the six residential lots to commercial, so that he could build a Holiday Inn Express. The Commission denied that request.

Mr. Bhoola was receptive to the possibility of the City using the vacant property for a temporary parking lot, subject to the following basic conditions:

- a. The lease of the property would be 3-5 years.
- b. The City would pay the taxes on the property.
- c. The City would pay the costs to make the property suitable for parking.

Attached as Page 20 is a map from the Property Appraiser of the property between 4th and 5th Streets. The colored lots are the ones proposed for the parking lot.

Preliminary estimates of costs for a parking lot with 102 spaces are:

- \$75,000 to grub and grade the area, make eight concrete pads for handicapped parking with short sidewalks from the pads to the Boulevard sidewalk, plus \$25,000 for a lime rock base and railroad ties to delineate the parking spaces. These figures were provided by the Acting Public Works Director.
- \$8,381 the first year for the property taxes on the 10 lots. The total taxes levied for all 16 lots is \$13,410. We divided that amount by 16, then multiplied the result by 10. The taxes levied are shown on Page 21 (attached).

At this time, we suggest that if you are in favor of the temporary parking lot, you budget the money to construct it in the FY 2020 budget, so that it can be available for parking when the 2020 beach season starts next spring.

Action Requested

It is that you discuss whether the City should proceed with negotiations with Mr. Bhoola for a lease to use 10 lots of his property between 4th and 5th Streets for the parking lot.

SUMMARY OF ACTIONS REQUESTED

They are:

1. That you pass Ordinance 19-08, to establish the resident parking permit system, on first reading.
2. That you decide what to charge for a resident parking permit.
3. That, if the Ordinance is ready, you pass Ordinance 19-09, to adopt changes to Chapter 19 of the City Code, on first reading.
4. That you decide whether the City should join with the County to have the same system for paid parking on its parking areas adjacent to A1A Beach Boulevard that the County will have for its parking areas that are in the City: pier park and the east end of Pope Road.
5. That you decide whether to negotiate with the Marriott Hotel owner for a temporary parking lot on his property between 4th and 5th Streets and, if so, you direct the staff to include the money to construct it in the FY 2020 budget.

ORDINANCE 19-08

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, CREATING A RESIDENTIAL PARKING PERMIT PROGRAM; PROVIDING THAT IT IS IN THE PUBLIC'S BEST INTEREST TO PRESERVE THE RIGHTS OF RESIDENTS PARKING IN CERTAIN CONGESTED AREAS; PROVIDING GUIDELINES FOR THE CREATION OF RESIDENTIAL PARKING AREAS; PROVIDING FOR DESIGNATION OF AREAS; PROVIDING FOR ISSUANCE OF DECALS AND PERMITS; PROVIDING FOR GUIDELINES AND PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of St. Augustine Beach has a number of residential areas which are near commercial establishments and the beaches, which attract a number of visitors and tourists to those areas; and

WHEREAS, the large numbers of tourists and visitors that flock to the City during special events and holidays, which places a strain upon the City resources; and

WHEREAS, the use of city narrow City rights of way for parking by tourists and visitors tends to adversely affect the quality of life for owners and residents living on those residential streets by creating traffic congestion, restricting access to and from their homes, restricting access of emergency vehicles to such areas and otherwise adversely affecting the safety and welfare of the residents; and

WHEREAS, to protect the safety, welfare and quality of life for the residents, the City Commission finds it necessary to allow for the creation of residential parking areas in certain impacted areas.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA:

Section 1. Sections 19-52 through 19-61 are hereby created, as follows:

Section 19-52. -Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Residential permit parking area and area means that land containing streets or parts of streets primarily abutted by property that has zoning district designations, which includes residences as a permitted use on the official zoning map book. The city manager designates

residential permit parking (RPP) areas pursuant to criteria and procedures established in this article.

Residential permit parking zones and zones mean specific locations within the area. Any area may have more than one zone.

Decal means a decal issued for parking on a city street in an area or zone. The decal shall be permanently affixed to the inside left front window of the vehicle.

Other vehicle means a motor vehicle parked in an area or zone by a person who is not a resident and/or property owner in the area or zone and who has not obtained a decal/permit for the motor vehicle that is so parked.

Permit means a permit issued for parking on a city street in a designated area or zone. The permit shall be displayed on the left front dashboard of the vehicle.

Program year means the time beginning January 1 and ending December of the next year.

Property owner means a person who can provide proof of property ownership in an area.

Resident means a person who resides in an area.

Sec. 19-54. - Purpose and exercise of authority to control vehicular traffic in certain congested areas.

- (a) The city commission finds and declares that it is in the best interest of the city to reduce vehicular congestion on designated city streets and to facilitate the efficient movement of traffic by providing for parking preference within certain areas meeting the criteria set forth in this article and that controlled vehicular decal/permit parking regulation is necessary to promote the health, safety and welfare of the city's residents.
- (b) While providing adequate parking spaces adjacent to or close by residences in the affected area, it is in the public interest to:
 - (1) Reduce hazardous traffic conditions resulting from the use of streets located within congested areas for the parking of vehicles by persons using such residential areas to gain access to other places;
 - (2) Protect those areas from excessive noise;
 - (3) Protect the residents of those areas from unreasonable burdens in gaining access to their residences and preserve the character of those areas;

- (4) Promote efficiency in the maintenance of those streets in a clean and safe condition;
- (5) Preserve the value of the property in those areas;
- (6) Preserve the safety of children and other pedestrians; and
- (7) Promote traffic safety, clean air and comfort, health, convenience and welfare of the city's inhabitants.

Sec. 19-55. - Guidelines.

- (a) Generally. The detailed operational guidelines for an area or zone designated pursuant to this article shall be established and approved by the city manager and shall be on file in the traffic engineering division.
- (b) Parking permit fees. The annual fee and renewal fee for decals/permits shall be enacted by the city commission.
- (c) Penalties, liability and enforcement. Penalties, liability and enforcement shall be as follows:
 - (1) Anyone violating or failing to comply with any of the requirements of this article shall be guilty of violation of this Code, subject to the penalties of Section 19-23 and 19-24 of this Code of this chapter.
 - (2) Any person parking or failing to remove a vehicle without a permit or decal in an area or zone during the time prohibited shall be deemed to have committed a violation and shall be punished pursuant to subsection 19-23 and 19-24 of this Code.
 - (3) In addition, or as an alternative to subsection (c)(2) of this section, an unattended vehicle without a valid decal/permit properly displayed in an area or zone during a prohibited time may be removed and impounded pursuant to subsection 19-31(d).

Sec. 19-56. - Exceptions.

Marked vehicles of public safety and public service agencies shall be exempt from this article. Unmarked public safety and public service vehicles shall be issued decals/permits without charge for official use only. Public service vehicles shall be limited to governmental and franchised public utility vehicles.

Sec. 19-57. - Designation of areas.

After following the procedures set out in this article, the city manager or thereon designee is authorized to post signs establishing residential parking zones. Vehicles may be restricted from parking in such areas unless bearing a valid decal/permit issued pursuant to this article. This authority shall be in addition to any other authority the city commission may have to regulate times and conditions of motor vehicle parking on public streets.

Sec. 19-58. - Criteria and procedures for establishing areas.

A section of the city shall be eligible for designation as a residential permit parking area based upon the following criteria and procedures:

- (1) The city commission shall request, or the city manager may conduct, upon his own initiative or upon receipt of a petition from Sixty Percent (60%) of the property owners, in such a proposed area, a study to determine if the proposed area meets the criteria established by this article. Following the study and upon approval by the city manager, the section under consideration is designated as a residential parking area.
- (2) In determining whether a proposed area identified is eligible for designation as an area, the city manager shall consider any relevant factors which include but are not limited to the following:
 - a. The extent of the desire and need of the property owners and/or residents for a residential permit parking as evidenced by receipt of verified petitions as provided for in this section;
 - b. The extent to which legal on-street parking spaces are occupied by motor vehicles during the period proposed for parking regulations;
 - c. The extent to which vehicles parking in the area during the period proposed for parking regulations are other vehicles rather than vehicles owned by residents, owners or guests;
 - d. The extent to which motor vehicles registered to persons residing in the area cannot be accommodated by the number of available off-street parking spaces; and
- (3) The city manager shall cause parking signs to be erected upon the public streets in the area, indicating the times, locations and conditions upon which parking shall be by decal/permit only. When an area has been approved, designated and posted as an area, it shall be unlawful and a violation of this article to park a vehicle in an area without displaying a valid parking decal/permit.

- (4) The city commission or manager is authorized to remove the designation of an area upon request of Sixty Percent (60%) of the residents on any street so designated or upon a determination that the permit system no longer serves the intended purpose.

Sec. 19-59. - Issuance of decals.

Upon designation of a permit parking area or zone, the owner or resident shall be issued the appropriate decal upon application. A decal shall be issued only to the owner or operator of the motor vehicle who resides in that area. The application for a decal shall contain the name of the owner or operator of the motor vehicle; residential address; and the motor vehicle's make, model, registration, and tag number. The current motor vehicle registration shall be required and presented at the time of making an application to verify the contents of the application. If the vehicle is registered at an address other than the local residence, the applicant must provide other sufficient proof acceptable showing residency within the area. If the name of the registration is different from the applicant, a notarized letter must be obtained from the owner of the vehicle establishing permission to use the vehicle. The decal will be valid for a program year and shall be renewed for each successive program year if proof of residency can be provided, except that residents who own their residences are eligible for three-year decals. After the initial decal has been issued, any renewal of the decal shall be affixed to the vehicle no later than January 1 of the applicable program year.

Sec. 19-60. - Issuance of permits.

Upon designation of a permit parking area or zone, permits meeting the following criteria shall be issued to residents, property owners, visitors and/or persons with a business or community facility in the area or zone for an extended period.

- (1) Visitor permits are issued to residents in the area for use by their visitors coming from outside the area or zone who will be parking in the public right-of-way. Two permits can be obtained per residence for a program year.
- (2) Special visitor permits are issued to residents, property owners and/or businesses in the area or zone. These permits are issued to cover extenuating circumstances not covered by criteria established in subsections (1) through (3) of this section. They are issued for periods of one day, not to exceed a maximum of 40 per year per residence.
- (3) It shall constitute a violation of this article for any person to falsely represent himself as eligible for a decal/permit or to furnish any false information in an application in order to obtain a decal/permit.

Sec. 19-61. - Fee schedule.

A schedule of fees is imposed for the purchase of decals and permits shall be adopted by resolution.

SEVERABILITY. If any phrase, clause, sentence, subsection, section, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining phrases, clauses, subsections, or provisions of this Ordinance.

CODIFICATION. This ordinance shall be incorporated into the Code of the City of St. Augustine Beach. Any section, paragraph, number, letter and/or heading may be changed or modified as necessary to effectuate the forgoing. A copy of this Ordinance shall be maintained in the offices of the City Clerk.

EFFECTIVE DATE. This ordinance shall take effect upon passage.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon Second Reading this ____ day of _____, 2019.

**CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE BEACH**

ATTEST: _____
Max Royle, City Manager

By: _____
Undine C. George, Mayor

First reading: _____

Second reading: _____

RESIDENTIAL PERMIT PARKING PROGRAM

POLICY MANUAL

Steps to Create a Controlled Parking Residential Area

Regardless of the type of residential dwelling, whether single-family or multi-family, residents requesting a controlled parking residential area must submit a petition to the City of St. Augustine's Parking Division.

1. To be considered for a controlled parking residential area, the residential area must have parking overflow from commuter vehicles on an ongoing basis at least two days per week.
2. A City of St. Augustine petition form must be circulated to affected households. The petition form includes block information, parking enforcement times and signature lines for each household.
3. At least 60 percent of the households in the proposed controlled area must be in favor of establishing or changing the controlled parking residential area. Petitions may be signed by only one member of a residential address (household).
4. Once the petition has been endorsed by 60 percent of the affected households on each block or multi-family building(s), the City conducts field surveys to determine if the area under investigation warrants controlled parking.
5. Two parking surveys are completed to determine if the block(s) consistently meet the qualifications:
 - a. More than 50 percent of the total spaces in the area are occupied, and
 - b. More than 25 percent of the total number of available spaces are occupied by vehicles outside the affected area.
 - c. Note: Paragraphs 4 and 5 together constitute the 60/50/25 rule used to determine if a controlled parking residential area is warranted.
6. The City of St. Augustine considers the following factors when determining whether a new permitted block should be annexed to an existing zone or start a new zone: size (eventual zones preferably no larger than ½ mile in any direction), land use characteristics, location of major or minor arterials, location of physical and natural boundaries, location of a traffic generator, driving patterns within the neighborhood, parking capacity of the street, existence of driveways and dedicated parking civic association boundaries, and other neighborhood characteristics.
7. The City sends notification to each address within the newly approved zone with the following information:
 - a. Boundaries of the new zone,
 - b. The effective date of the zone,
 - c. The specific rules and regulations for the zone, to include the hours when parking will be restricted, and

- d. The procedures for obtaining parking permits
8. The City then posts signs restricting parking to vehicles displaying a City of St. Augustine residential parking permit or hang tag with the appropriate zone.
9. After applying the 60/50/25 rule, if the qualifications are not met, then the residents must wait one calendar year before requesting again for a residential parking program on those blocks.
10. In order to begin the process to establish permit parking, residents may obtain City of St. Augustine petition forms in person or on the City's website:

City of St. Augustine
Parking Division
50 Bridge Street
St. Augustine, FL 32084
Phone: 904-825-1090
Fax: 904-825-1039
Website: citystaug.com
Email: tbennie@cityofstaug.com

Applicability of RPPP to Multi-Family Dwellings

In consideration of the potential impact that vehicles from a multi-family building can have on the neighborhood, City staff performs independent studies to determine if the building should be assigned to a new zone and the kinds of permits and passes which will be made available for the residents. Such considerations will take in to account if the building meets the current zone requirements for the number of parking spaces

Notes

- If the multi-family dwelling contains a commercial/retail establishment on the first floor of the building, then the block face adjacent to the retail area is not eligible for zoned parking during retail hours.

Steps for Removing a Controlled Parking Residential Area

In some cases, residents of a block no longer need permit parking because of changes in street, traffic or parking patterns. The steps to remove permit parking on a block are as follows:

1. A City petition form will have to be signed by at least 60% of the residents in the designated area.
2. If 60% required signatures are met, the City will remove parking signs on the block. Notification letters will be mailed to the residents of the block.
3. If residents wish to re-instate residential permit parking on the block, residents may re-petition one year after the original petition was approved.

Hours of Parking Restrictions and Steps for Changing the Hours

Hours of parking restriction are fixed on a block-by-block basis. Blocks within one zone may have different hours of restriction. The City Manager may at his/her discretion choose the hours of restriction and whether two-hour parking for non-permit holders will be established.

1. Steps for changing the hours of permitted blocks are as follows:
 - a. A City of St. Augustine petition form must be circulated to all the affected households. The petition form includes block information, parking enforcement times requested and signature lines for each household.
 - b. At least 60 percent of the households on each block must be in favor of changing the hours of restrictions. A petition may be signed by only one member of a residential address (household).
 - c. Once the petition has been endorsed by 60 percent of the affected households on each block, the City conducts field surveys to determine if the time under investigation warrants permit parking.
 - d. Two parking surveys are taken to determine if the new hours requested meet the qualifications set forth:
 - i. More than 50 percent of the total spaces per block must be occupied, and
 - ii. More than 25 percent of the total number of available spaces must be occupied by vehicles outside the affected zone.
 - e. If the qualifications in c. and d. above are met, the City sends notification to the residents on the affected block(s) and changes the permit parking signs in the affected area to the new times.
 - f. If the qualifications in c. and d. above are not met, the residents may repetition after one calendar year.

How to receive a Residential Parking Permit and Guest/Service Pass

A residential parking permit does not guarantee a parking space. Spaces are available on a first-come-first-served basis to all permit/pass holders of that zone.

All households in a permitted zone are eligible to receive a residential permit parking pass and guest/service pass as follows:

1. In order to receive a residential permit and guest/service pass, each year a parking zone resident must:
 - a. Complete a RPPP application.
 - b. Show proof of residency (Driver's license, lease or mortgage document, voter registration card, rent receipt, or other documentation listing a valid address)
 - c. Pay appropriate fees.
2. A residential permit parking pass must be purchased to be eligible for a guest/service pass.

3. Temporary permits are issued at the discretion of the Parking Division.
4. A maximum of two residential permits per household.
5. 60 percent of households in a zone may petition to change the zone standard.
6. Short-term visitor passes are good for up to a maximum of 14 days with a limit of 5 per household per calendar year.
7. Residents may apply for residential permits, visitor passes, and guest/service passes in person, via email or on the City's website:

City of St. Augustine
50 Bridge Street
St. Augustine, FL 32084
Email: parking@citystaug.com
Fax: 904-825-1039
Phone: 904-825-1090

Fees and Administration

Permits that allow parking during restricted hours in a controlled parking residential area are issued only in accordance with the provisions listed below.

1. Residential parking permits and guest/service passes are \$30.00 each and temporary permits (max 14 days) are \$10.00 each.
2. All permits are non-refundable;
3. The City issues parking permits annually, one per vehicle, up to a maximum of two per household with the expiration date indicated on the permit. Permits may be renewed for additional one-year periods in the manner prescribed herein.
4. Individual zone permits are identified by a number that is unique to each zone. A valid permit for one residential parking zone does not entitle the permit holder to park in any other such zone.
5. When residents dispose of a vehicle with a valid parking permit and they continue to live within a parking zone, they may obtain a new permit for the replacement vehicle.
6. Permits and visitor passes shall remain the property of the City of St. Augustine and may be revoked without notice and must be surrendered on demand by the City.
7. Permits shall be affixed to the left rear window or bumper of the vehicle or the vehicle's license plate may be registered with the City.



City of St. Augustine
50 Bridge Street
St. Augustine, FL 32084
Phone: 904-825-1034
www.CityStAug.com

RESIDENTIAL PERMIT PARKING APPLICATION

Application can only be processed in person at 50 Bridge Street.

Residential Zoned addresses only; limit of 2 Residential permits and 2 guest/service passes per household, per year

Property Owner Name: _____

Lessee/Applicant Name: _____

Address Residential: _____

Mailing Address (If different): _____

Email address: _____

License Plate Number: _____

Make: _____

Model: _____

VIN: _____

Telephone Number: _____

Lessee: _____ Property Owner: _____

Driver's License No. _____

Items to bring with you...

Driver's License

Vehicle Registration

Vehicle

1 item for proof of residence inside City limits

For Office Staff:

Decal #: _____ Decal Expiration: _____ Guest/Service # _____

Decal Applied by: _____ Zone: _____

Application processed by: _____



City of St. Augustine
50 Bridge Street
St. Augustine, FL 32084
904-825-1034

PETITION FOR RESIDENTIAL PERMIT PARKING
(MUST BE PRINTED LEGIBLY)

We, the residents of _____ request permit parking for:
(Location)

_____ between _____ and _____
(Location) (Location)

Contact Name: _____ Phone number: _____

The name and address of each petitioner must be printed legibly or typewritten. The petitioners must represent 60 percent of the dwellings in the affected area. Only one signature per household. Duplicate this form for additional signatures.

Permit parking is considered necessary because: _____

The desired days and times to be restricted for Residential Permit Parking:

The undersigned understand and acknowledge that there will be a fee for parking permits and parking is on a first come first served basis.

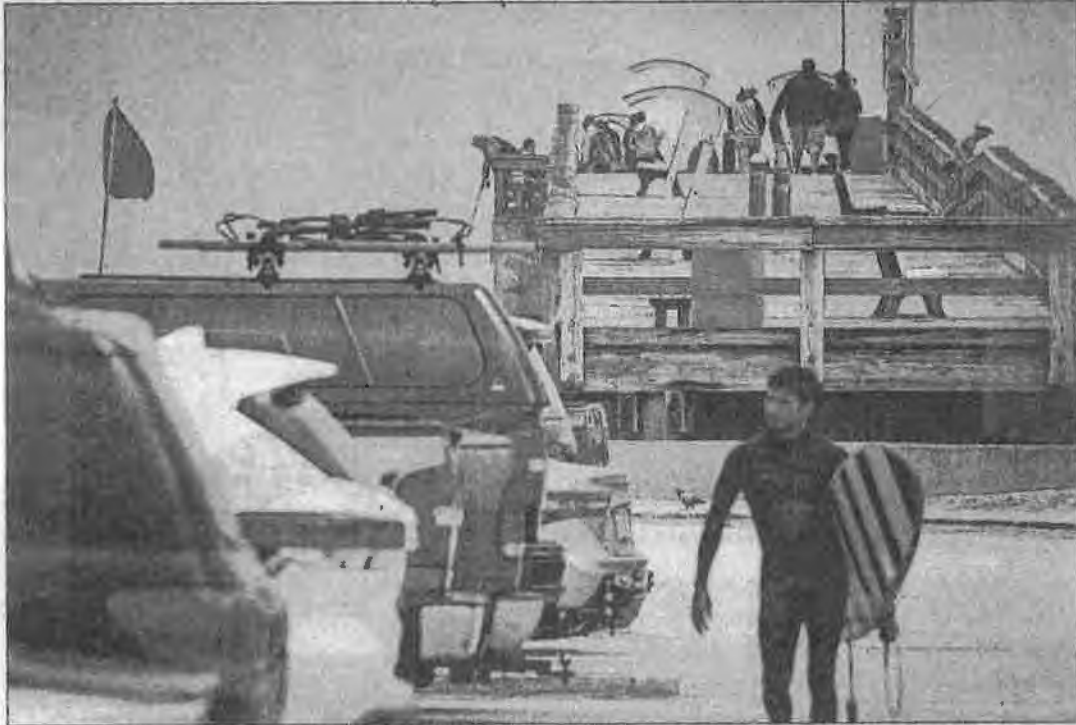
[illegible]

Residential Parking Permits

City	Resident	Guest
Coral Gables	\$20.00	
Fort Lauderdale	\$30.00	
Key West	\$10.00	
Lauderdale-by-the-Sea	\$60.00	
Miami	\$25.00	
Palm Beach	\$50.00	
South Miami	\$20.00	\$40.00
St Augustine	\$30.00	\$10.00
St. Petersburg	\$15.00	
	\$10 application fee + \$600/year or	
Sunny Isles Beach	\$50/month	
West Palm Beach	\$40 /month	
Winter Park	\$5.00	

Parking plan moves forward

4/3/19



People spend time on the St. Johns County Ocean and Fishing Pier in St. Augustine Beach on Tuesday. In a 3-2 vote at Tuesday's regular meeting, the Commission authorized the county administration to advance in its negotiations with Republic Parking System LLC to manage the payment and enforcement of parking at 25 locations near the beach. [PETER WILLOTT/THE RECORD]

County will negotiate with Republic; proposal for paid off-beach parking is for \$5 daily rate or \$50 annual pass

By Stuart Korfhage
skorfhage@staugustine.com

The St. Johns County Commission made a move toward implementing a paid parking program for off-beach lots, but the final decision is yet to come.

In a 3-2 vote at Tuesday's regular meeting, the Commission authorized

the county administration to advance in its negotiations with Republic Parking System LLC to manage the payment and enforcement of parking at 25 locations near the beach.

Republic is the company chosen by the county to administer the parking system — if approved — after going through the request for proposal process.

According to county documents, Republic has estimated the revenue generated by the parking program to be \$2.375 million per year

and its cost to operate the system to be \$627,229 per year with a proposed 3-percent escalation.

The county went through the RFP process because it wanted options on how to pay for beach services without having to dip into the General Fund, which is compromised of property tax collections.

In a presentation to the Commission, Jesse Dunn, the county director of the Office of Management and Budget,

said right now the county uses about \$1 million from the General Fund to pay for upkeep of the parking lots and related facilities, trash pickup, and lifeguard services. The services cost about \$1.7 million, and the county currently generates about \$700,000 from on-beach parking fees.

Dunn also pointed out that if a paid parking system were to be implemented, it could provide a dedicated funding source for a county waterway access management program for boat ramps that would assist with maintenance and upgrades as well as allow the county to pay for a regular dredging program.

"Boat ramp funding has been difficult to (secure) from year to year," Dunn said. "The parking program could provide dedicated revenue to properly maintain boat ramp assets."

As the vote suggests, the commissioners were divided on whether the county needs to charge for parking near the beach.

Commissioners Paul Waldron and Jeremiah Blocker said county residents shouldn't have to pay for the right to access the beach, especially if they've already paid for a beach driving pass. (The on-beach passes could be integrated into the final parking system, but that was not considered in the initial proposal.)

Waldron said he's not comfortable putting more cost burden on boaters in particular because it's such a big economic driver for the county.

"I'm not for it," Waldron said of the pay-for-parking system. "We don't want to limit access. We don't want to curtail people going and enjoying our biggest attraction in St. Johns County."

Although there will be further negotiations with Republic to fine tune the agreement, the initial suggestion would be for a \$5 daily rate and \$50 for an annual pass.

Even at that cost, Blocker said he couldn't support the idea of charging to use the county beach parking lots. Instead, he said raising the tourist development "bed tax" on short-term rentals is a better way to pay for beach services. That proposal was voted down last month by Commissioners Jeb Smith and Jimmy Johns.

"We're not going to generate enough money for this to solve the problem," Blocker said. "I am not in favor of this."

On the other hand, the other commissioners said charging a parking fee is the best way to relieve the county of

the burden of paying for the beach services, also freeing up money for other needs in the county budget.

Smith said a user fee is better than a tax because the money is directed toward the use and paid by the person using it. Taxes are more broad and can sometimes be funneled away from the source that paid it.

"I think it's an equitable thing to be able to charge for the service you are benefiting from," Smith said. "Ultimately this is a very reasonable address."

Added Johns: "Parking is not free. We have to pay for the land, the construction, the cleanup, all the things to have the ability to access our beaches. If we don't pay for the parking by those who are using the parking, we're just putting the burden on somebody else. That's socialism. We've got to find a way to pay for the services that are provided."

When the contract with Republic is finalized, the Commission will vote on whether to accept it at that point. The county will also have a chance to pull out of the agreement early if the program is not meeting expectations.



February 21, 2019

Jaime T. Locklear
Purchasing Manager
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Dear Ms. Locklear:

Re: RFP No. 19-33; Parking Management Program

It is our pleasure to submit the following proposal to provide Parking Management Services to St. Johns County.

Republic Parking offers the experience and expertise required to successfully implement a paid parking program for St. John's County. As the County leadership and staff already know, changing from "free parking" to paid is not an easy sell to many in the community. The paid parking program must be well thought out, planned and properly implemented in order to gain significant public support. St. John's County needs a professional parking management company that has significant experience working through this process before.

Republic Parking is the largest provider of parking management services to municipalities in the United States. In fact, we manage about twice as many municipal parking programs as our nearest competitor. Our dominance of the municipal sector did not happen by chance. Republic Parking has made significant investments in our executive team and support resources to cater to the unique needs of city, county and state government parking programs.

Republic Parking fully understands what it takes to implement a paid parking program. We have implemented, revitalized and modernized many paid parking programs for our clients over the past thirty years. The following provides a summary of our recommended implementation plan and technology solution for St. John's County's paid parking program:

Executive Summary

- **Public Outreach** – Well in advance of installing parking meters and collecting your first payments Republic Parking will work with the County to deliver a three-tiered public outreach to promote the paid parking program. It is critical to quickly frame the facts of the new program, why it is needed, how it will work and what the benefits of the program will be. Without an aggressive campaign leading the story, the news media and social media have a tendency to create their own narrative and plant inaccuracies in the public mind. Republic Parking will help get the facts out in three proven ways: press releases/digital marketing, targeted community organization meetings, and public open houses. These are all low-cost efforts that will make significant headway into gaining citizen buy in to the program.

Republic Parking System, LLC
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

T 423.756.2771
F 423.265.5728
republicparking.com



- **Soft Roll Out** – It goes without saying that no one likes to pay to park. The harder pill to swallow is receiving a parking ticket that you do not understand. Republic Parking recommends a soft roll out of parking enforcement that includes an escalating process of payment reminders and warnings before any additional fees/fines are assessed.
- **Technology** – Republic Parking has planned and implemented countless revenue control systems for municipal clients over our fifty plus years in business. The parking technology available over the past decade has dramatically improved and expanded the options and convenience in paying parking fees. The following is a quick overview of our proposed technology solution for St. John's County:
 - **Multi-Space Meters** – Republic Parking proposed to utilize the IPS Multi-Space MS1 parking meters for payment collection at each lot and boat ramp. IPS is an industry leader in parking meter technology and offers an easy to use multi-space meter perfect for your operation. The IPS MS1 meter will accept credit card payments only, as the County RFP has requested a cashless solution. The MS1 can be upgraded to accept cash payments if desired at a later time.
 - **Pay by Cell** – Another convenient payment option for customers will be to use a mobile pay by cell app to pay their parking fees. The app will allow customers to make payment without walking to the parking meter and offers a number of convenient features that customers will truly appreciate.
 - **Virtual Permitting** – Republic Parking recommends using a virtual permitting program in St. Johns. No hangtags, stickers or decals to manage and waste money on. Customers can register for their permit on-line and their license plate will act as their permit credential. Virtual permitting not only saves time, it improves the accuracy of parking enforcement and greatly reduces the potential abuse of parking permits.
 - **Enforcement** – The St. John's parking lots are spread out over a large area. Enforcement of parking payment rules will require a mobile enforcement staff that can quickly and accurately verify payments. Republic Parking recommends utilizing our proven pay by plate system enforced by mobile license plate recognition (LPR) technology. LPR is a very effective tool when enforcing for both daily payments and parking permits. It is highly accurate and provides digital images to verify accurate citations.
 - **Integration** – Republic Parking will ensure a seamless integration of the above technology to provide St. John's County a very efficient paid parking program. All of the payment, citation and revenue data will be available in real time to the County staff providing complete transparency.

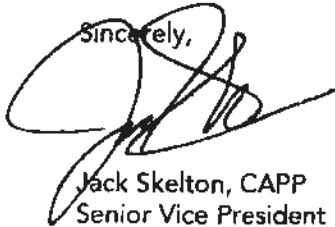
I will be the designated contact for this contract. My contact information is as follows:

Jack Skelton, CAPP
Senior Vice President – Municipal Division
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
423-756-2771
jkskelton@republicparking.com



We welcome the opportunity to expound upon our experience and proposed solution in a formal presentation. Please let me know if I can provide any additional information. I thank you for your time and consideration.

Sincerely,



Jack Skelton, CAPP
Senior Vice President



Overview



Legend

- Parcels
- Cities

Parcel ID	1692400000	Physical Address	4TH ST	Building Value	N/A	Last 2 Sales			
Property Class	1000 - Vacant	Mailing Address	SAINT AUGUSTINE	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Address	MSB HOTELS I LLC	Total Land Value	\$937,584	9/18/2007	\$3806500	11	U
Acres	1.79		45 SETON TRL	Just Value	\$937,584	7/21/2005	\$3100000	05	Q
			ORMOND BEACH FL	Total Deferred	\$171,812				
			32176-0000	Assessed Value	\$765,772				
				Total	N/A				
				Exemptions					
				Taxable Value	\$765,772				

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 4/15/2019

Last Data Uploaded: 4/12/2019 11:37:56 PM

Developed by  **Schneider**
GEOSPATIAL

Dennis W. Hollingsworth Tax Collector

generated on 4/11/2019 10:36:33 AM EDT

Tax Record

Last Update: 4/11/2019 10:36:34 AM EDT


Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account or Parcel Number		Tax Type		Tax Year	
169240-0000		REAL ESTATE		2018	
Mailing Address		Physical Address			
MSB HOTELS II LLC		4TH ST			
45 SETON TRL					
ORMOND BEACH FL 32176-0000					
Exempt Amount		Taxable Value			
\$0.00		\$696,156.00			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		551			
Legal Description					
34-07-30 1.79 Acres 2-5 CHAUTAUQUA BEACH LOTS 1 & 2 (EX R/W OF RD A1A) & LOTS 3 THRU 16 BLK 18 & VAC ALLEY LYING BETWEEN OR2984/501					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY					
GENERAL	5.1000	696,156	0	\$696,156	\$3,550.40
ROAD	0.7500	696,156	0	\$696,156	\$522.12
HEALTH	0.0171	696,156	0	\$696,156	\$11.90
SCHOOL					
SCHOOL - STATE LAW	4.0300	937,584	0	\$937,584	\$3,778.46
SCHOOL - LOCAL BOARD	2.2480	937,584	0	\$937,584	\$2,107.69
SJRWMD	0.2562	696,156	0	\$696,156	\$178.36
FIRE	1.4700	696,156	0	\$696,156	\$1,023.35
MOSQUITO	0.2200	696,156	0	\$696,156	\$153.15
CITY OF ST AUG BEACH					
ST AUG BEACH	2.3992	696,156	0	\$696,156	\$1,670.22
ST AUG BCH BOND	0.5000	696,156	0	\$696,156	\$348.08
FL INLAND NAV DISTRICT	0.0320	696,156	0	\$696,156	\$22.28
PORT AUTHORITY	0.0638	696,156	0	\$696,156	\$44.41
Total Millage		17.0863	Total Taxes		\$13,410.42
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
Total Assessments					\$0.00
Taxes & Assessments					\$13,410.42
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
11/28/2018	PAYMENT	8119939.0001	2018	\$12,874.00	

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 4, 2019.

SUBJECT: Resolution 19-03, to Ban Certain Plastic Items, and Resolution 19-04, to State City's Opposition to Offshore Drilling

Mayor George brought these resolutions to your attention near the end of your April 1st meeting. As there wasn't time for you to review and discuss them, she asked that they be put on the agenda for your April 29th special meeting, when she can explain her reasons for proposing them.

ACTION REQUESTED

If you agree with the resolutions, we ask that you approve them separately by a motion and vote.

RESOLUTION NO. 19-03

**CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY**

**RE: CONCERNING THE USE OF PLASTIC
DRINKING STRAWS, PLASTIC STIR
STICKS AND SIMILAR PLASTIC
ITEMS; ENCOURAGING BUSINESSES
AND RESIDENTS TO DISCONTINUE
THE USE OF PLASTIC DRINKING
STRAWS, PLASTIC STIR STICKS AND
SIMILAR PLASTIC ITEMS IN
WORKING TOWARD A CLEANER
AND SAFER ENVIRONMENT, BEACH,
OCEAN; AND PROVIDING AN
EFFECTIVE DATE.**

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on April, 29, 2019, resolves as follows:

WHEREAS, maintaining and enhancing the quality of the waters of the Atlantic Ocean as well as the beach is important to the quality of life enjoyed by the City of St. Augustine Beach residents, businesses, and visitors, as well as the health of the flora and fauna in those waters and the beach; and

WHEREAS, plastic drinking straws are provided by most establishments that offer cold drinks and plastic stirring sticks are provided for hot drinks offered by most establishments; and

WHEREAS, plastic drinking straws, plastic stirring sticks and similar plastic items are not biodegradable and break down into smaller pieces that become more difficult to manage and clean up; and

WHEREAS, plastic drinking straws, plastic stirring sticks and similar plastic items deposited on the beach or that wash up onto the beach pose a great threat to marine and other wildlife; and

WHEREAS, the cost of trying to make our beach and the ocean clean and safe increases, due in part, to the need to remove plastic drinking straws, plastic stirring sticks and similar plastic items.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida, as follows:

SECTION 1. All businesses are encouraged to discontinue providing plastic drinking straws, plastic stirring sticks and similar plastic items.

SECTION 2. Businesses that provide a product for which a plastic straw, plastic stirring stick and similar plastic items would be desired are encouraged to offer paper straws, metal straws or other biodegradable items as substitutes, and to provide a plastic straw or plastic stirring stick only upon individual request.

SECTION 3. City residents are encouraged to discontinue the use of plastic drinking straws, plastic stirring sticks and similar items.

SECTION 4. The discontinuation of the use of plastic drinking straws, plastic stirring sticks and similar plastic items is encouraged to be a part of everyone's effort to go "plastic free" in working towards a cleaner and safer environment, beach and ocean.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

RESOLVED AND DONE, this 29th day of April, 2019, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Undine C. George, Mayor

ATTEST:

Max Royle, City Manager

RESOLUTION 19-04

CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY

RE: A RESOLUTION TO EXPRESS THE CITY OF
ST. AUGUSTINE BEACH'S OPPOSITION TO
OFFSHORE DRILLING ACTIVITIES, INCLUDING
SEISMIC AIRGUN BLASTING

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on April 29, 2019, resolves as follows:

WHEREAS, the federal government has expressed interest in opening the Eastern Gulf of Mexico to offshore oil and gas development and exploration, including risky methods such as seismic airgun blasting; and

WHEREAS, seismic airguns fire intense blasts of compressed air, one of the loudest manmade sounds in the ocean at 200-230 decibels, every 10 seconds, 24 hours a day for week to months on end that could prove harmful or injure and kill dolphins, whales, endangered sea turtles, fish, and other marine life; and

WHEREAS, the full impact of seismic airgun blasting and offshore drilling are not yet fully understood by scientists, the oil and gas industry, or the federal government; and

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of an oil spill and leakage; and

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, serve as essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and

WHEREAS, the City of St. Augustine Beach recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major

economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and

WHEREAS, the City of St. Augustine Beach endeavors to be a good steward of the state and region's environment and its resources; and

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country; and

WHEREAS, the City of St. Augustine Beach recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health before using uncertain methods of seismic airgun blasting for offshore oil and gas deposits.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida offshore oil and gas drilling and exploration, including seismic airgun blasting, will put Florida's environment, beaches, marine resources and local economies at risk; therefore the Commission expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

RESOLVED AND DONE, this 29th day of April, 2019, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Undine C. George, Mayor

ATTEST:

Max Royle, City Manager

MEMORANDUM

TO: Mayor George
Vice Mayor England
Commissioner Kostka
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: April 8, 2019

SUBJECT: Discussion of Changing Order of Topics on Regular Commission Meeting Agendas

Under Public Comments at your April 1st meeting, resident Nick Binder suggested that you have Commissioner Comments at the beginning of the meeting instead of at the end. Under Commissioner/Staff Comments at the conclusion of that meeting, Mayor George asked that you discuss changing the order of topics on the agenda at your next meeting.

Where on the agenda for regular meetings Commissioner Comments and Public Comments have been placed has changed over the years. For example, in 1998 the order was:

- Presentations
- Public Hearings
- Commissioner Comments
- Public Comments
- Consent
- Old Business
- New Business

In 2006, the order was:

- Commissioner Comments
- Presentations
- Public Hearings
- Public Comments
- Consent
- Old Business
- New Business

Then, sometime between 2006 and the present, the order was changed to have Public Comments before Presentations and Public Hearings, with Commissioner Comments at the end of the agenda.

For your discussion of another change, we suggest you keep in mind the need for balance, i.e. time during the meeting's four hours for you to accomplish the public's business (the presentations and decisions on public hearings, consent, and old and new business items) and having enough time during those four hours for remarks by you and remarks by the public on matters not on the agenda.

With the need for time so that you can accomplish the public's business, we suggest the following sequence of topics:

- Presentations
- Public Hearings
- Commissioner Comments
- Public Comments
- Consent
- Old Business
- New Business

The suggested sequence is based on the following:

- a. Under Presentations, we sometimes have citizens applying to be on City boards and proclamations requested by groups, as well as matters such as the annual audit report. It seems fair to have such matters done early in the meeting, so that the persons presenting them don't have to wait until the Old or New Business sections of the agenda.
- b. Public Hearings are usually advertised for a particular date and time. The time is usually 6:00 p.m., when your meeting starts.
- c. Having Presentations and Public Hearings early in the meeting will mean that you will at least get through those sections of the agenda, even if the meeting runs late and has to be continued to the next day or week.
- d. Having Commissioner Comments between Public Hearings and the Consent Agenda will give you time early in the meeting to make your respective remarks on non-agenda topics.
- e. Having Public Comments right after Commissioner Comments will provide the public with the opportunity to make comments about remarks any of you have made under Commissioner Comments.

You can also decide when you want to have Staff Comments. To give you time to accomplish the public's business, we suggest that the Staff Comments be at the end of the meeting.

If you want to change the order of agenda topics, we suggest that this be done at your June 3rd meeting, when we'll have a resolution on the Consent Agenda to amend your Policies and Procedures Manual. If you approve the change at your April 29th meeting, the agenda for your May 6th meeting will have already been prepared, copied, and put in the agenda books for that meeting.