

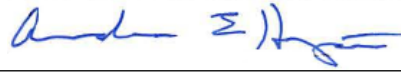


AGENDA
Workshop City Council Meeting
Monday, May 20, 2019, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Proclamation Recognizing Fletcher High School Model United Nations Club
 - B. Audit Presentation by Purvis Gray
3. CITY MANAGER REPORT
4. COMMITTEE REPORTS
 - A. Land Use and Parks
 - B. Strategic Planning and Visioning
 - C. Transportation and Public Safety
 - D. Finance, Charter and Boards
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES
 - A. PROPOSED ORDINANCE NO. 2019-??, An Ordinance of the City of Neptune Beach Amending Chapter 22, add a new Article IV, Controlled and Metered Parking, Sections 22-44--22-56 and Providing an Effective Date
 - B. PROPOSED ORDINANCE NO. 2019-??, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the Code Of Ordinances of the City of Neptune Beach; Amending Section 2-348, Finances and Fund Management; Expanding Prudent Investment Mandates; Providing For Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date
7. CONTRACTS / AGREEMENTS
 - A. Revocable Lease Agreement for Dumpster in the Right-of-Way for 301 Atlantic Boulevard
8. ISSUE DEVELOPMENT
 - A. Impact Fees Discussion
 - B. RESOLUTION NO. 2019-07, A Resolution of the City of Neptune Beach, Florida, Committing City Property in Lieu of Cash for the Construction of a Community Building to be Used as a Senior Center
9. PUBLIC COMMENT
10. COUNCIL COMMENTS

11. ADJOURN

Respectfully submitted:



Andrew E. Hyatt, City Manager

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Neptune Beach, Florida (the City), for the year ended September 30, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 26, 2018. Professional standards also require that we communicate to you the following information related to our audit:

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

As described in Note 1 of the financial statements, the City implemented Governmental Accounting Standards Board Statement No. 75 (GASB 75), *Accounting and Financial Reporting for Postemployment Benefits Other Than Pension Plans*. GASB 75 requires employers to present the entire unfunded actuarial accrued liability on the financial statements. The beginning net position of the City was decreased by \$597,901 due to the adoption of this statement.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Management's estimate of depreciation and accumulated depreciation, which is based on the useful lives determined by asset type.
- Management's estimate of the allowance for uncollectible accounts, which is based on historical trends and analysis of the collectability of individual accounts.

Certified Public Accountants

P.O. Box 141270 • 222 N.E 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350
1560 N. Orange Ave., Suite #450 • Winter Park, Florida 32789
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

Significant Audit Matters (Continued)

Qualitative Aspects of Accounting Practices (Concluded)

- Management's estimate of the other postemployment retirement benefits obligation is based on an actuarial valuation performed by a qualified actuary. These assumptions, if changed, could have a significant impact on the recorded amounts.
- Management's estimate of the net pension liability for the City's defined benefit pension plan is based on the actuarial valuation performed by a qualified actuary. As permitted by GASB Statement No. 68, the City elected to use a measurement date to record the net position liability and related deferred inflows and outflows, that is one year prior to the reporting date. The net pension liability represents the difference between the value of pension plan assets and the total pension liability, which is measured using various actuarial assumptions. These assumption, if changed, could have a significant impact on the recorded amounts.

We evaluated the key factors and assumptions used to develop the estimates described above in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 8, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

Significant Audit Matters (Concluded)

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (as described in the table of contents to the financial statements) which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (as described in the table of contents), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis, Gray and Company, LLP

May 8, 2019
Gainesville, Florida



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: PROPOSED ORDINANCE NO. 2019-??, An Ordinance of the City of Neptune Beach Amending Chapter 22, add a new Article IV, Controlled and Metered Parking, Sections 22-44--22-56 and Providing an Effective Date

SUBMITTED BY: Parking Consultant Mark Rimmer

DATE: May 14, 2019

BACKGROUND: This ordinance is necessary for the implementation of the pilot parking program.

BUDGET: N/A

RECOMMENDATION: Move forward for first read

ATTACHMENT: 1. Parking Ord

CITY MANAGER: 

INTRODUCED BY:



ORDINANCE NO. 2019-??

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING A CHAPTER 22, TRAFFIC AND MOTOR VEHICLES, BY ADDING A NEW ARTICLE IV, SECTIONS 22-44—22-56, CONTROLLED AND METERED PARKING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach has determined that it is necessary to amend Chapter 22 as set forth below:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NEPTUNE BEACH, FLORIDA, that:

Section 1. Chapter 22, Traffic and Motor Vehicles, Article IV, Sections 22-44—22-56, be added as follows:

ARTICLE IV. CONTROLLED AND METERED PARKING

Sec. 22-44. Parking meter zone designation.

The City Manager, after review by the City Council, is authorized to establish controlled and/or metered parking zones in City of Neptune Beach to designate parking spaces for automobiles in the right-of-way and to fix the time limitations for lawful parking in a manner consistent with the schedule of controlled and/or metered parking zones. The City Manager, after review by the City Council shall establish the hours during which persons will be required to make payment for the use of a designated parking space.

Sec. 22-45. District parking operator.

To the extent permitted by law, at the direction of the City Manager, after review by the City Council, is authorized to delegate the implementation and enforcement of this article to a private entity. As used in this article, the term "district parking operator" means such private entity or, in the absence of a private entity, shall mean city personnel authorized to implement and enforce this article.

Sec. 22-46. Penalties.

Any person convicted of violating any section of this Article shall be punished as provided in Chapter 22, Traffic and Motor Vehicles.

Sec. 22-47. Installation and removal of parking meters and posts and kiosks.

- (a) The City Manager shall direct parking meters or kiosks to be installed under the authority of this article and to be placed within City right-of-way or upon the curbs adjacent to the designated parking spaces. Each meter or kiosk shall carry upon its face operating instructions for the collection of payment.
- (b) Parking meters and parking meter posts or kiosks may be temporarily removed and/or reinstalled by the district parking operator to facilitate construction or repair work. Any person desiring such temporary removal of a parking meter and/or parking meter post shall apply to the district parking operator for a permit and shall pay the actual costs incurred for removal and/or reinstallation of the meter and/or meter post. In addition to the removal permit fees provided for in this subsection, the permit holder shall pay to the district parking operator, at the time of issuance of the permit, the monthly or daily parking meter rental charge as set forth in section

Sec. 22-48. Marking of parking spaces.

- (a) The City Manager, if it is deemed necessary or appropriate in the interest of the proper regulation of traffic and parking, is authorized to clearly mark designated parking spaces by placing painted lines upon the city curbs and streets adjacent to parking meters. It shall be unlawful to park a vehicle across a line or marking so that the vehicle is not entirely within the area for parking designated by lines or markings.
- (b) When a parking space in a controlled and/or metered parking zone, whether marked by lines or not, is parallel with or diagonal to the adjacent curb, sidewalk or edge of pavement, a vehicle, with the exception of motorcycles, shall be parked head-in and in the space so that the front of the vehicle is nearest to the parking meter, and it shall be unlawful to park a vehicle in the parking space in any other manner.

Sec. 22-49. Metered parking charges; overtime parking; renting parking meters.

- (a) When a vehicle is parked or standing in a space adjacent to which a parking meter is located, the vehicle operator shall immediately deposit or cause to be deposited in the parking meter or kiosk payment required for the parking according to a rate to be displayed upon the face of the meter using approved methods of payment as displayed on the meter or kiosk. Upon payment, the parking space may be lawfully occupied by a vehicle during the period of parking time which has been prescribed for the part of the street on which the parking space is located or for that portion of time covered by the payment so deposited, whichever is less. If the vehicle remains parked in the parking space beyond the parking time fixed for that parking space or the parking time paid for by the payment, whichever is less, the vehicle shall be considered illegally parked.
- (b) The district parking operator is authorized to issue permits and to rent parking spaces in the district to construction and repair entities for the purpose of facilitating the temporary needs of such entities for working space on city streets for the period of time during which the work is being performed and for such other lawful use as determined by the city commission. Signage to indicate such rental use shall be placed in each space so rented and shall be issued by the district parking operator at a rental rate established.

Sec. 22-50. Additional parking prohibited.

No person shall deposit any additional payment in a parking meter or kiosk for the purpose of increasing or extending the parking time for a vehicle beyond the lawful parking time limitation which has been established for the zone in which the space is located.

Sec. 22-51. Rates and charges established for specific zones; payments.

- (a) The rates and charges for the use of the services and facilities of parking spaces in the schedule of parking meter zones are fixed at a minimum of \$1.00 for each 30 minutes as of the initial implementation and enforcement. The City Manager is authorized to modify rates, establish maximum daily rates and establish time zones as may be required to meet market demands. Such modifications and designations are subject to review by City Council, but do not require additional Council action.
- (b) No payment shall be deposited in a parking meter or kiosk in a slot other than the slot clearly designated for the purpose of accepting payment of the particular denomination and type deposited. If a parking meter or kiosk is designed to accept a denomination and type of payment which, at the established rate of parking in the zone in which the meter or kiosk is located, would result in an overpayment for parking, an instruction shall be placed on the meter or kiosk that the deposit of the payment will not afford additional lawful parking time, and such payment shall not afford additional lawful parking time in the designated space.
- (c) Controlled parking zones may be modified by the City Manager as part of the special event master plans up to a maximum of 30 days per year.

Sec. 22-52. Counterfeit payments prohibited.

No person shall deposit or cause to be deposited in a parking meter in the district a false or counterfeit bill, or object other than lawful tender of the United States.

Sec. 22-53. Damage to meters and kiosks prohibited.

No person shall deface, injure, tamper with, open, impair the usefulness of or otherwise damage a parking meter or kiosk.

Sec. 22-54. Unlawful removal of payment from parking meters or kiosks.

No person, except an employee of the City or an authorized agent or employee of the district parking operator, shall remove or cause to be removed money from a parking meter or kiosk.

Sec. 22-55. Disposing of tickets.

Under this article, no person shall dispose of a parking ticket except in the manner provided by law.

Sec. 22-56. Immobilizing and towing of vehicles.

- (a) The City or the district parking operator is authorized to attach a device that is capable of immobilizing a motor vehicle so that it cannot be moved under its own power whenever such vehicle is found to be illegally parked in violation of this article, provided there are three outstanding parking tickets issued to the vehicle under this article.
- (b) The immobilizing device shall be attached to the motor vehicle at the location where the vehicle is parked, except that no motor vehicle shall be immobilized within the traveled

portion of a street or on a portion of a street when immobilization at such location will create a hazard to the public or traffic on the street. At the time the immobilizing device is attached to a motor vehicle, a notice shall be affixed to the windshield or other prominent place on the motor vehicle stating the following:

- (1) The immobilizing device has been so attached;
 - (2) The operator should not attempt to operate the motor vehicle while the immobilizing device is attached;
 - (3) The total amount of fines and charges due for illegal parking and immobilization; and
 - (4) Where the operator may pay the fines and charges to have the immobilizing device removed from the motor vehicle.
- (c) The immobilizing device shall be removed from the motor vehicle upon payment to the district parking operator of the total fines and charges due. The district parking operator may approve the removal of the immobilizing device upon obtaining a satisfactory arrangement for payment of the fines and charges or upon posting of a cash or surety bond in the amount of the fines and charges due if the owner or operator of the vehicle desires to contest the parking citation issued to the vehicle.
- (d) The district parking operator, upon approval of the Chief of Police, or designee, may cause to be towed and impounded any motor vehicle immobilized under this section if payment of fines and charges or satisfactory arrangements in lieu thereof have not been paid or arranged within 24 hours of the attachment of the immobilization device. As an alternative to immobilizing a motor vehicle as provided in this section, the district parking operator, upon approval of the Chief of Police, or designee, may immediately cause to be towed any illegally parked motor vehicle. All expenses for towing and impoundment shall be the responsibility of the owner of the motor vehicle.

Section 2. This Ordinance shall become effective after passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

Passed on First Reading this __ day of _____, 2019.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

Passed on Second and Final Reading this ____ day of _____, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: PROPOSED ORDINANCE NO. 2019-??, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the Code Of Ordinances of the City of Neptune Beach; Amending Section 2-348, Finances and Fund Management; Expanding Prudent Investment Mandates; Providing For Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date

SUBMITTED BY: Police Officers' Retirement Board

DATE: May 14, 2019

BACKGROUND: The Police Officers' Retirement Board is seeking to expand its investment options to include real estate institutional investment products as part of the Retirement System's portfolio. The change to its portfolio will hopefully provide greater return and lower risk profile through its expanded diversification.

BUDGET: N/A

RECOMMENDATION: Approval

ATTACHMENT: 1. Pension Ord

CITY MANAGER: 

INTRODUCED BY:



ORDINANCE NO. 2019-??

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 4, POLICE OFFICERS' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF NEPTUNE BEACH; AMENDING SECTION 2-348, FINANCES AND FUND MANAGEMENT; EXPANDING PRUDENT INVESTMENT MANDATES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Neptune Beach, Florida has determined that it is necessary to amend the following:

Now, Therefore, be it ordained by the City Council of the City of Neptune Beach, Florida;

Section 1: That Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System, of the Code of Ordinances of the City of Neptune Beach is hereby amended by amending Section 2-348(6), Finances and Fund Management, by adding the following underlined language:

Section 2-348 – Finances and Fund Management

* * * * *

(6) The board shall have the following investment powers and authority:

- a. The board shall be vested with full legal title to said fund, subject, however, and in any event to the authority and power of the city council to amend or terminate this fund, provided that no amendment or fund termination shall ever result in the use of any assets of this

fund except for the payment of regular expenses and benefits under this system, except as otherwise provided herein. All contributions from time to time paid into the fund, and the income thereof, without distinction between principal and income, shall be held and administered by the board or its agent in the fund and the board shall not be required to segregate or invest separately any portion of the fund.

- b. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to:
 - 1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.
 - 2. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund, or a savings/building and loan association insured by the savings association insurance fund which is administered by the federal deposit insurance corporation or a state or federal chartered credit union whose share accounts are insured by the national credit union share insurance fund.
 - 3. Obligations of the United States or obligations guaranteed as to principal and interest by the Government of the United States or by an agency of the Government of the United States.
 - 4. Bonds issued by the State of Israel.
 - 5. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:
 - (i) Except as provided in subsection (ii) below, all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia and, in the case of bonds only, shall hold a rating in one (1) of

the three (3) highest classifications of a major rating service. In addition, investment grade quality bonds may be purchased, but shall be no more than ten (10) percent of the bond holdings.

- (ii) Up to twenty-five (25) percent of the assets of the fund at market value may be invested in foreign securities.
- (iii) The board shall not invest more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five (5) percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed seventy sixty (~~76~~0) percent of the assets of the fund.

6. Real estate, including Real Estate Investment Trusts (REITS) and private Real Estate, up to ten percent (10%) of the assets of the Fund at cost.

7. Limited partnerships up to five percent (5%) of the total assets of the Fund at cost.

* * * * *

Section 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Neptune Beach.

Section 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

Section 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

Section 5: That this Ordinance shall become effective immediately upon its passage and adoption by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

Passed on First Reading this _____ day of _____, 2019.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

Passed on Second and Final Reading this _____ day of _____, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: Revocable Lease Agreement for Dumpster in the Right-of-Way for 301 Atlantic Boulevard

SUBMITTED BY: Roost Restaurants

DATE: May 15, 2019

BACKGROUND: Roost Restaurants is seeking to lease city property for the purpose of locating and operating a waste receptacle/dumpster in the right-of-way.

BUDGET: N/A

RECOMMENDATION: Approval

ATTACHMENT: 1. Dumpster Lease Agreement CNB and Roost Restaurants

CITY MANAGER:

REVOCABLE LEASE AGREEMENT

This Lease Agreement is made effective July 1, 2019 between the City of Neptune Beach, a municipal corporation, as the City, and Roost Restaurants, as the Lessee.

WITNESSETH:

1. The City agrees to grant an exclusive lease to Lessee for that portion of the City's property, more particularly described and designated in Exhibit A attached hereto and incorporated herein, in (describe portion and include adjacent address), as described in Exhibit B, attached hereto and incorporated herein, for the purpose of locating and operating Lessee's waste receptacle/dumpster.

2. The Lessee, in exchange for and in consideration of the City's granting of this lease, shall remit to the City a monthly fee of \$200.00, payment due to the City by the first day of each month. Payment shall be remitted to the City at 116 First Street, Neptune Beach, Florida 32266.

2. The term of this Agreement shall be for a period of one (1) year from the above date.

3. This Agreement will automatically renew on the anniversary dates hereof for additional one (1) year periods and under the same terms hereof, unless otherwise terminated, in writing, by the City and/or Lessee, no later than thirty (30) days prior to the expiration of the original term of this Agreement or any extension thereto.

4. The City Manager, or its designee, may revoke or suspend this Agreement to remove any of the improvements on the City Property for necessary utility construction, maintenance and/or repair for any emergency purposes, as determined by the City; provided, however, the City shall provide the Lessee with thirty (30) days prior written notice.

5. Lessee must furnish evidence of general liability insurance in the amount of at least one million dollars (\$1,000,000.00) with the City as additional named insured for the elements placed in or upon the City Property.

6. In the event that the City removes the waste receptacle/dumpster improvements or portion thereof on the City Property, the Lessee is solely responsible for the cost to restore the City Property back to a paved area.

7. Lessee further agrees to maintain and keep the City Property in good repair and a clean state at the Lessee's expense. The City shall have the sole discretion, through the City Manager, to direct any reasonable maintenance or repair to the City Property to be performed by the Lessee during the term of this Agreement.

8. Upon termination of this Agreement, the City, in its sole discretion, may give written notice to Lessee that it must remove the waste receptacle/dumpster from the City Property and restore the City Property back to its condition as of 5/1/2019 within ninety (90) days from the date of the notice. If the Lessee does not remove such improvements and restore the City Property within the ninety (90) day time period, the City conduct such removal and repair at Lessee's expense, including the right to place

a lien on Lessee's property, pursuant to state law.

9. In the event of a default by the Lessee of any of the terms and conditions of this Agreement, including all incorporated terms and conditions hereof, and such default is not cured within a reasonable time period from receipt of written notice from the City, then the City (a) shall have the absolute right, without notice to Lessee, to declare due all conditions under this Agreement; and (b) may immediately terminate Lessee's right of possession under this Agreement without prior written notice to Lessee.

10. Other than maintenance and repair, the Lessee shall not be entitled to make any improvements to the City Property without the consent of the City, pursuant to the City's Code of Ordinances.

12. In the event that any dispute arises concerning the terms of this Agreement, this Agreement shall be interpreted and governed by the laws of the State of Florida. In the event that any litigation is initiated relating to this Agreement, venue for any such litigation shall be in Jacksonville, Duval County, Florida.

13. Except for the negligent or intentional acts or omissions of the City performed pursuant to this Agreement, the City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of any building, structure, paved area, equipment, facility, sidewalk or other improvement on the City Property, or caused by or arising from any act or omission of Lessee, or any of its agents or employees, licensees or invitees, or by or from any accident, fire or other casualty, on the premises of the Lessee or the described area or occasioned by the failure of Lessee to maintain the City Property in safe condition. Except for the negligent or intentional acts or omissions of the City performed pursuant to this Agreement, Lessee waives all claims and demands on its behalf against the City for any loss, damage or injury related to the City Property and the property of the Lessee and agrees to indemnify and hold the City entirely free and harmless from all liability for any loss, damage, cost (including attorney's fees, and expenses) or injury of other persons related to the City Property or the property of the Lessee.

14. Lessee expressly agrees to pay all expenses that the City may incur for reasonable attorney's fees and any and all other costs paid or incurred by the City for enforcing the terms and provisions of this Agreement.

15. The City Attorney will be responsible for any needed interpretations of this Agreement.

16. For the purposes of any interpretation of this Agreement, this Agreement shall be considered as having been authored, drawn and written by both the City and Lessee and, in the interpretation of this Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the City or the Lessee.

18. The parties hereto agree and understand that time is of the essence as to the performance of all terms and conditions of this Agreement.

19. All notices, pursuant to this Agreement, shall be sent to the City c/o City Manager, City of Neptune Beach, 116 First Street, Neptune Beach, FL 32266 and

to Lessee:

Roost Restaurants
1 Independent Drive Suite 3120
Jacksonville FL 32202
904-353-5993

Dated this _____ day of July, 2019.

City Manager, on behalf of City of Neptune Beach, Lessor

Witness on behalf of the City of Neptune Beach

Approved as to Form and Content for the City:

City Attorney

on behalf of Roost Restaurants LLC, Lessee

Witness on behalf of Roost Restaurants LLC

State of Florida

County of _____

Signed and sworn before me on this _____ day of _____ 20____.

By _____

Identification verified: _____ Oath sworn: ____ Yes ____ No

Notary Signature

My Commission expires: _____

Exhibit A

City Property

Said property is located on in the right-of-way on the west side of the Second Street approximately 105 feet south of Atlantic Blvd. The proposed dumpster location is on Second street however, it is a corner property and it is located on the east side of 301 Atlantic Blvd.

Exhibit B





**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: Impact Fees Discussion

SUBMITTED BY: Councilor Scott Wiley

DATE: May 14, 2019

BACKGROUND: Impact fees have been discussed at the Finance Committee. Impact fees would create additional revenue for upcoming infrastructure projects necessary for development.

BUDGET: N/A

RECOMMENDATION: Discussion

ATTACHMENT: None

CITY MANAGER: 



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: RESOLUTION NO. 2019-07, A Resolution of the City of Neptune Beach, Florida, Committing City Property in Lieu of Cash for the Construction of a Community Building to be Used as a Senior Center

SUBMITTED BY: Senior Center Director Leslie Lyne

DATE: May 15, 2019

BACKGROUND: This resolution is necessary for obtaining grant monies for the Senior Center.

BUDGET: N/A

RECOMMENDATION: Approval

ATTACHMENT: 1. Resolution 2019-07, Senior Center property

CITY MANAGER: 



RESOLUTION NO. 2019-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, COMMITTING CITY PROPERTY IN LIEU OF CASH FOR THE CONSTRUCTION OF A COMMUNITY BUILDING TO BE USED AS A SENIOR CENTER

WHEREAS, for grant purposes, it has become necessary for the City to commit city property for the construction of a community building to be used as a Senior Center;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF NEPTUNE BEACH FLORIDA, THAT:

The City of Neptune Beach hereby commits up to 21,780 square feet (one-half acre) of city property in lieu of cash for the construction of a Community Building to be used as Senior Center.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this ____ day of _____, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk