



AGENDA
Workshop and Special City Council Meeting
Monday, June 17, 2019, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Jonathan B. Paul, NUE Urban Concepts- Mobility Plans and Fees Presentation
 - B. July 4th Security Plan Presentation
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 / NONE
7. CONTRACTS / AGREEMENTS
 - A. Interlocal Agreement between the City of Neptune Beach and the City of Atlantic Beach Regarding the Parking Program in the Beaches Town Center Area
8. ISSUE DEVELOPMENT
 - A. City Manager Search Process-Jim Hanson, FCCMA Senior Advisors
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN

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SPECIAL CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE
WORKSHOP MEETING

1. CALL TO ORDER / ROLL CALL

2. ORDINANCES

PH

A. Ordinance No. 2019-07, Chapter 22, Article IV, Section 22-44—22-56, First Read and Public Hearing. An Ordinance Amending the Code of the City of Neptune Beach, Florida, Amending 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.

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3. PUBLIC COMMENT

4. ADJOURN

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on ____ day of ____, 2019, by and between the City of Neptune Beach, a municipal corporation located at 116 First Street, Neptune Beach, Florida 32266 (hereinafter, "Neptune Beach"), and the City of Atlantic Beach, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter, "Atlantic Beach"). Neptune Beach and Atlantic Beach shall be referred to collectively as, the "Parties".

WHEREAS, terms in this agreement supersede terms exclusive to parking management in the 1996 Interlocal Agreement between Neptune Beach, Atlantic Beach and Beaches Town Center Agency.

WHEREAS, Neptune Beach, as used herein, shall consist of the City Council and the City Manager, or designee.

WHEREAS, Atlantic Beach, as used herein, shall consist of the City Commission and the City Manager, or designee.

WHEREAS, Neptune Beach intends to install, operate, and administer a pay-for-parking program (the North Beaches Parking Program, hereinafter the "Parking Program") in the Beaches Town Center area as more particularly described in Exhibit A.

WHEREAS, the City Managers of Neptune Beach and Atlantic Beach, respectively, shall be the parking Administrators.

WHEREAS, Neptune Beach and Atlantic Beach intend to cooperate and coordinate in the implementation and administration of the Parking Program.

WHEREAS, Atlantic Beach agrees that Neptune Beach will administer the Parking Program within Atlantic Beach's jurisdiction, as set forth and more particularly described herein.

WHEREAS, to more efficiently and effectively administer the Parking Program, the Parties intend to memorialize their responsibilities and obligations with regards to said Parking Program.

WHEREBY, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Parking Program

1. Neptune Beach shall administer and operate the Parking Program pursuant to this Agreement, the Neptune Beach Code of Ordinances and Florida law, where applicable.
2. Neptune Beach and Atlantic Beach shall enact parking ordinances to address the authority and regulatory scheme associated with the Parking Program, and which shall also take into consideration the intent, terms and conditions of this Agreement.
3. Should either of the Parties fail to comply with Paragraph 2 above by August 1, 2019, this Agreement shall become null and void.

4. With consent from the City Manager of Atlantic Beach, the City Manager of Neptune Beach may make modifications, alterations, adjustments, special exceptions or waivers, and other such decisions related to the administration, operation and enforcement of the Parking Program.

Cost Obligations

5. Each of the Parties shall be individually responsible for their own respective costs for materials, hardware, software, installation of equipment, repair and maintenance of equipment, employee training and certification, if needed, and other such related costs.
6. Neptune Beach will assist Atlantic Beach with identifying the appropriate and required materials, equipment, software, tools and other such items required for the installation and commencement of the Parking Program.
7. Neptune Beach will be solely responsible for incurring the costs of staffing, administering, operating and enforcing the Parking Program, including the area more particularly described in Exhibits A and B.

Cost Share and Fee

8. Neptune Beach shall be solely responsible for collecting all parking payments, enforcement penalties and fees, and other such revenue generated from the Parking Program.
9. Neptune Beach shall be solely responsible for the handling of all collections, refunds, debits, deposits, credits and other such handling of all revenue generated through the administration and operation of the Parking Program.
10. Neptune Beach shall charge Atlantic Beach 30% of the gross receipts generated by the Atlantic Beach owned parking spaces included in the Parking Program during Year 1 of this Agreement. The amount to be charged in subsequent years will be subject to annual review and approval of the budget by the cities' governing boards, as described below in Paragraph 13,
11. Neptune Beach shall provide a monthly Parking Program accounting report to Atlantic Beach.

~~Neptune Beach shall charge Atlantic Beach an amount equal to 30% of gross receipts of the net profits received by Neptune Beach from the Parking Program on an annual basis as measured by Neptune Beach's fiscal year. In the year 2019, Atlantic Beach shall be charged a a pro-rata 30% fee. I would probably change this to say they will be charged 30% of the Gross Revenue Receipts generated by the parking program from the spaces owned by Atlantic Beach.~~

12. A Parking Program budget shall be prepared by Neptune Beach and approved by the cities' governing boards upon adoption of the cities' annual budgets, respectively.

Miscellaneous

13. Term. The Term of this Agreement shall be for a period of five (5) years from the date listed above. This Agreement may be extended on an annual basis by way of written approval of such extension from each of the Parties following the adoption of Resolutions by the two cities' governing boards.
14. Termination. The Parties may terminate this Agreement by providing sixty (60) days' written notice of its intent to do so.
15. Binding. This Agreement binds the Parties and their respective successors and assigns in all respect to all terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the Parties, nor shall it be considered as giving any right or benefit hereunder to anyone other than the Parties.
16. Dispute. Any dispute of the terms, conditions, covenants, and provisions of this Agreement shall be adjudicated according to the laws of the State of Florida. Jurisdiction for any such dispute shall be Duval County, Florida.
17. Entirety. This Agreement constitutes the entire present agreement between the Parties. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and executed by each of the Parties.

****SIGNATURE PAGE TO FOLLOW****

THE CITY OF ATLANTIC BEACH, FL

CITY OF NEPTUNE BEACH, FL

Joe Gerrity, City Manager

_____, City Manager

Approved as to Form and Content:

Approved as to Form and Content:

Brenna Durden, City Attorney

_____, City Attorney

DRAFT

INTRODUCED BY:
MAYOR BROWN



ORDINANCE NO. 2019-07

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, providing such construction or repair work has been permitted or approved by the City of Neptune Beach. 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 or kiosk in the district a false or counterfeit bill, or object other than lawful tender of the United States. If a false or counterfeit bill, or other object is discovered the Chief of Police shall be notified.

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, upon approval from the Chief of Police, 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