



AGENDA
Regular City Council Meeting
Monday, July 1, 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 / NONE
3. APPROVAL OF MINUTES:

May 29, 2019, Special City Council Meeting
June 3, 2019, Regular City Council Meeting
June 17, 2019, Workshop City Council Meeting
June 17, 2019, Special City Council Meeting

p. 3
4. COMMUNICATIONS / CORRESPONDENCE / REPORTS:
 - Mayor
 - City Council
 - City Manager
 - City Attorney
 - City Clerk
 - Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - PH A. Ordinance No. 2019-06, Chapter 2, Article V, Section 2-348, Second Read and **Public Hearing**, 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

p. 17
 - PH B. Ordinance No. 2019-07, Chapter 22, Article IV, Section 22-44—22-56, Second 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.

p. 21
9. OLD BUSINESS
 - A. Approval of City Attorney Contract

p. 26
10. NEW BUSINESS
 - A. Authorize Interim City Manager, Mayor and City Clerk to Assist FCCMA Senior Advisors in Preparing Interview Questions and Format

B. Approval of City Manager Job Announcement/List of Expectations, Work Experiences and Personal Characteristics

p.40

11. COUNCIL COMMENTS

12. ADJOURN



MINUTES
SPECIAL CITY COUNCIL MEETING
WEDNESDAY, MAY 29, 2019, AT 9:00 A.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Wednesday, May 29, 2019, at 9:00 a.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida.

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| Attendance | <p>IN ATTENDANCE:</p> <p>Mayor Elaine Brown Vice Mayor Fred Jones Councilor Kerry Chin Councilor Josh Messinger Councilor Scott Wiley</p> | <p>STAFF:</p> <p>City Manager Andrew Hyatt Finance Director Peter Kajokas Public Works Director Leon Smith Deputy City Manager Megan George City Clerk Catherine Ponson</p> |
| Call to Order | Mayor Brown called the special meeting to order at 9:00 a.m. and led the Pledge of Allegiance. | |
| Public Comment | Mary Frosio, 1830 Nightfall Drive, Neptune Beach, spoke regarding the revision of the Comprehensive Plan and Land Development Code revision. She also spoke regarding the appointment of a new City Attorney. She stated that the benefits of an outside firm outweigh the benefits of an in-house attorney. | |
| Discussion and Consideration of City Attorney Position | <p><u>Discussion and Consideration of City Attorney Position.</u> Mayor Brown explained that the Council Members had received the applications and looked at the qualifications.</p> <p>Attorneys who submitted their applications were Chelsea Anderson, the Ansbacher Law Firm, Timothy Franklin, Kevin Gailfoil, Denise May, Thomas Normandeau, Mary Staffopoulos, and the Vose Law Firm.</p> | |
| Discussion | <p>Councilor Wiley stated that he had met with Ms. Anderson, Ms. May, Mr. Roth of the Ansbacher Firm, Mr. Normandeau, Ms. Staffopolous and Mr. Franklin. He was impressed with the resumés received. He added that with the circumstances as they are, he supports an in-house attorney. He was impressed with Ms. May during her interview and she has represented the City's Community Development Board, the Cities of Jacksonville Beach Fernandina Beach and St. Augustine Beach. She has represented the City through the City's risk management insurance. She has knowledge of local government, land use and comprehensive plans.</p> <p>Vice Mayor Jones stated he had met with Ms. Anderson, Ms. May, and Mr. Roth of the Ansbacher Firm. He remarked that there are benefits to an in-house attorney; however, he is leaning toward a firm. He added that Terrell Arline, with the Ansbacher Law Firm, is</p> | |

knowledgeable in growth management and planning regulation in the State of Florida. He commended Ms. May for her help, however, he feels strongly that having the flexibility of firm with various resources would be a benefit to the City.

Mayor Brown reminded the Council that the City Attorney would work at the will of the City Council and the Council would be writing the contract.

Councilor Messinger stated that he had met with most of the applicants, in person or on the phone, and he is leaning toward a firm, specifically the Ansbacher Firm. He added that there is a wealth of resources that come with it. There is a strong community connection and the resumés stood out. It gives more flexibility and the contract can be reviewed and negotiated. He added that Ms. May is a talented and strong candidate; however, where the City currently stands, he supports using a firm.

Councilor Chin stated he spoke with a number of the candidates and added there are pros and cons for using a firm or an in-house attorney. He remarked that he had concerns about the accessibility of a firm. He remarked that both the Ansbacher Firm and Denise May were both impressive. He also added that if the Ansbacher Firm was chosen, he had questions regarding the fees and hours.

Mayor Brown advised she met with staff and interviewed most of the applicants. She stated that the City had never needed someone more with the qualifications of Denise May. She has worked with the Cities of St. Augustine, Jacksonville Beach, and Neptune Beach. She added that the most important thing is that Ms. May knows the City's Code. She has the ability to step in right now and help to run the City. She has just completed the exam for Board Certification in City, County, and Local Government. Mayor Brown added that the Ansbacher Firm is impressive. She stated that having a qualified in-house attorney who could help the City move forward is very important. Mayor Brown added that the contract would be looked at by another attorney. She encouraged the Council to consider Ms. May.

City Manager Hyatt reported he had spoken with the City Manager of Atlantic Beach who has an outside firm, had received extra bills from that firm. He also added that there is more than a Comprehensive Plan update as an issue for the City. A City Attorney is asked to review various documents from day to day.

Councilor Wiley stated that there is an opportunity for the City to have someone come in with the experience that Ms. May has to help with the City Manager hiring process. She is ready to go and work with the Police Department, the Community Development Board and the employees at this time and moving forward.

Councilor Messinger expressed that he is still in support of a firm. He has spoken with Ms. May who is with a firm and she has also consulted other attorneys. He stated that Mr. Ansbacher and Mr. Roth are talented attorneys. He added that Mr. Roth of the Ansbacher Firm lives in Neptune Beach and is vested in the community. He stated that the Ansbacher Firm stated they would negotiate their fee if selected and would have that discussion.

Councilor Chin agreed with Councilor Messinger. He added that he has worked as a consultant and as a team. He said there is something to be said for working as a team. He added that a firm gives you more than one attorney.

Mayor Brown added that everyone had made valid points and had the City's best interest in mind. She expressed that Ms. May could hit the ground running and has consulted with the City before and is local. The other two sister cities are moving towards an in-house attorney. Ms. May is aware of the litigation the City is involved in and has the best qualifications in municipal government for the salary.

Vice Mayor Jones stated that a decision should not be made based on the fact that there is a short-term gap.

Mayor Brown stated what the City needs is long-term and this is a great opportunity to have someone with great qualifications be a part of that.

Councilor Wiley added that he has always had the best interest of Neptune Beach in mind. He stated that he would hope that any attorney would seek advice or help in any matter from other attorneys.

Made by Wiley, seconded by Brown.

MOTION: **TO HIRE DENISE MAY AS FULL-TIME CITY ATTORNEY WITH THE CONTRACT TO BE WRITTEN AND APPROVED BY CITY COUNCIL**

Roll Call Vote:

Ayes: 2–Wiley, Brown
Noes: 3–Chin, Messinger, Jones

MOTION FAILED

Made by Jones, seconded by Messinger.

MOTION: **TO HIRE THE ANSBACHER LAW FIRM AS CITY ATTORNEY WITH THE CONTRACT TO BE WRITTEN AND APPROVED BY CITY COUNCIL**

Roll Call Vote

Ayes: 3–Chin, Messinger, Jones
Noes: 2–Wiley, Brown

MOTION PASSED

City Manager
Hiring Process

Discussion of City Manager Hiring Process. Mayor Brown explained some great applications had been received and reviewed. She requested that the Council narrow down their choices to the top five or six. The Police Department would be doing background checks.

City Manager Hyatt requested that the City Clerk be involved as he is leaving.

Vice Mayor Jones stated that he was not overly excited at what has come before him. He does not want to make a decision based on what has been presented so far.

Mayor Brown reported that there are some good candidates, and she would like to explore deeper to see who they are. She is willing to take more time to make sure we get the right fit. She advised seeing what is presented after Council submits their choices.

Councilor Messinger stated that he agreed with Vice Mayor Jones. He added that strictly being qualified may not yield the best fit. He suggested the potential of exploring a search firm or the group of retired city managers who help cities recruit.

Mr. Hyatt advised that an introductory document had been sent to most of the applicants that profiled more than the resumé and cover letter. Those will be returned and distributed to Council.

June Calendar

Discussion of June Calendar. Mayor Brown suggested moving forward with the June 3, 2019, Regular meeting. She proposed suspending the June 17, 2019, workshop.

Councilor Wiley advised that with all of the issues at hand, the Council should continue with the meetings as scheduled.

It was decided that the Council meetings would move forward as scheduled.

Adjournment There being no further business, the special meeting adjourned at 10:23 a.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



**MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 3, 2019, 6:01 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Regular Meeting of the City Council of the City of Neptune Beach was held Monday, June 3, 2019, at 6:01 p.m. in the City Hall Council Chambers, 116 First Street, Neptune Beach, Florida.

Attendance

IN ATTENDANCE:

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

STAFF:

- City Manager Andrew Hyatt
- Police Chief Richard Pike
- Public Works Director Leon Smith
- City Clerk Catherine Ponson

Also present was Zachary Roth, Ansbacher Law Firm.

Call to Order/Pledge

Mayor Brown called the meeting to order at 6:00 p.m. and Councilor Chin led the Pledge of Allegiance.

AWARDS / PRESENTATION / RECOGNITION OF GUESTS / NONE

APPROVAL OF MINUTES

Made by Wiley, seconded by Messinger.

MOTION:

TO APPROVE THE FOLLOWING MINUTES:

- May 6, 2019, Regular City Council Meeting**
- May 20, 2019, Workshop City Council Meeting**

Roll Call Vote:

- Ayes: 5—Chin, Messinger, Wiley, Jones, and Brown.
- Noes: 0

MOTION CARRIED

CITY MANAGER REPORT

City Manager Report

- City Manager Andy Hyatt reported the following:
- Hurricane season is here and be mindful of that.
 - His last day is June 7 and he wishes Neptune Beach well.

Interim City Manager

Mayor Brown stated she had asked Public Works Director Leon Smith to be Interim City Manager to help operate the City on a daily basis.

All of Council agreed and look forward to working with Mr. Smith.

Made by Messinger, seconded by Jones.

MOTION: TO APPOINT LEON SMITH AS INTERIM CITY MANAGER UNTIL A REPLACEMENT IS APPOINTED

Roll Call Vote:

Ayes: 5–Messinger, Wiley, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

Police Department Report

Police Chief Richard Pike reported that Tyler Deel would be graduating from the Police Academy as the first employee hired as a student at the academy. There would be a hurricane roundtable at Casa Marina on Wednesday, June 5, 2019 at 9:00 a.m. There would be an officer assigned east of 3rd Street to First Street and the beach area for bike safety. This would be ongoing this summer.

COMMENTS FROM THE PUBLIC

Public Comment

Steve Kowkabany, 102 Magnolia Street, Neptune Beach, thanked Mr. Hyatt for his service. He also thanked the Council. He stated he was not happy with the way things are going in the City and the recent resignation of senior staff.

René Angers, 219 Cherry Street, Neptune Beach, spoke regarding the lease agreement for 301 Atlantic Boulevard and wanted to make sure the amount charged is correct.

Magelda Arnold, 572 Seagate Avenue, Neptune Beach, thanked City Manager Hyatt for his help. She also thanked Leon Smith and Chief Pike.

CONSENT AGENDA / NONE

VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS

CDB SE 19-06, 212 Midway

CDB SE19-06 Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Costa Verde Associates, LLC for the property known as 212 Midway (RE#172772-0000). The request is to construct an addition between the single-family dwelling and the existing garage. Property is in the Central Business District.

Made by Messinger, seconded by Jones.

MOTION: TO APPROVE CDB SPECIAL EXCEPTION 19-06, 212 MIDWAY (RE#12772-0000)

Roll Call Vote:

Ayes: 5–Wiley, Chin, Messinger, Jones, and Brown

Noes: 0

MOTION CARRIED

ORDINANCES

Ordinance No. 2019-05, Animals (Leash Length) Ordinance No. 2019-05, Chapter 6, Article I, Section 6-1 and Article II, Section 6-31, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach Amending Chapter 6, Article I, Section 6-1, Definitions, and Article II, Section 6-31(b)(1), Dogs on the Beach.

Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Messinger, seconded by Chin.

MOTION: **TO ADOPT ORDINANCE NO. 2019-05 ON SECOND READ**

Roll Call Vote:
Ayes: 5—Chin, Messinger, Wiley, Jones, and Brown
Noes: 0

MOTION CARRIED

Ord. No. 2019-06, Pension Benefits Ordinance No. 2019-06, Chapter 2, Article V, Section 2-348, First Read and Public Hearing, 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

Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Wiley, seconded by Messinger.

MOTION: **TO ADOPT ORDINANCE NO. 2019-06 ON FIRST READ**

Roll Call Vote:
Ayes: 5—Messinger, Wiley, Chin, Jones, and Brown
Noes: 0

MOTION CARRIED

NEW BUSINESS

City Manager Search Process City Manager Search Process. Mayor Brown stated she would be seeking the direction the Council would like to take in this process.

Councilor Wiley stated that he had reviewed the applications and the introductory documents that were received. He added there were a couple he would like to take a second look at. He suggested advertising the position again as it is an important appointment.

Vice Mayor Jones stated he appreciated the comments that the applicants made on their introductory document. He suggested exploring other search options.

Councilor Messinger suggested using a search firm or the Senior Advisors as the Council would be doing the City a disservice by not continuing the search. He suggested using the Senior Advisors.

Councilor Chin remarked that there were a couple that rose to the top, and in his research, he noticed that there was a lot of turnover in City Managers. This could be due to changes in the Council. He supported continuing the search.

Mayor Brown stated that there were a couple of applicants that stood out. She added that the search firm costs ranged from \$16,750 to \$26,500 and would take about 12 weeks. She proposed seeking the help of the Senior Advisors from the League of Cities.

Councilor Wiley stated he would not support using a search firm at this time and utilize the Senior Advisors.

Councilor Messinger stated that if the Senior Advisors are available now, then he supports utilizing their services. If they are not available, then a discussion regarding using a search firm should be had at the next workshop.

Lease Agreement, 301 Atlantic Boulevard

Revocable Lease Agreement for Dumpster in the Right-of-Way for 301 Atlantic Boulevard. Mayor Brown explained that this is for the dumpster in the right-of-way for the restaurant located at 301 Atlantic Boulevard. There is not an amount yet determined for the lease.

City Manager Hyatt explained that there were some numbers discussed. The dumpster would take up two paid parking spaces.

Councilor Wiley questioned if there were other dumpsters being charged and if the previous owner had been charged. He also stated that he wanted to be reasonable and also take into consideration that other businesses are not being charged.

Vice Mayor Jones questioned if there were other dumpsters in spots with parking spaces being charged. He suggested revisiting those other spots. He stated that this is in a prime location. He did propose this is an opportunity for public art and something aesthetically pleasing.

Councilor Messinger stated that he had been given the numbers from Mark Rimmer and Mr. Hyatt per parking space, which is \$300-350. He said he would support going on the lower side of that range of \$600 per month and adding language stating "construct a three-sided masonry dumpster enclosure with high-quality gates to be consistent with building design."

Councilor Chin agreed with going on the lower end of the range if the applicant is willing to work with the City on something that would beautify the area.

Ted Stein, representing the restaurant, stated that he had now heard that the lease amount would be higher than the \$200 first discussed. He stated he is willing to work with the City.

Made by Messinger, seconded by Jones.

MOTION: APPROVE THE REVOCABLE LEASE WITH THE ROOST RESTAURANTS AT 301 ATLANTIC BOULEVARD FOR \$500.00 PER MONTH, AND ADDING THE LANGUAGE "CONSTRUCT A THREE-SIDED MASONRY DUMPSTER ENCLOSURE WITH HIGH-QUALITY GATES TO BE CONSISTENT WITH BUILDING DESIGN."

Roll Call Vote:

Ayes: 4—Chin, Messinger, Jones, and Brown
 Noes: 1—Wiley

MOTION CARRIED

COUNCIL COMMENTS

Council
Comments

Councilor Wiley thanked Mr. Hyatt for his service and wished him and his family well.

Vice Mayor Jones also thanked Mr. Hyatt and he had set the wheels in motion and there is a good framework with the staff.

Councilor Messinger wished Mr. Hyatt well and wished him the best in his new endeavor.

Councilor Chin thanked Mr. Hyatt on everything he has done for the City while he was here.

Mayor Brown added that the City owes Mr. Hyatt a debt of gratitude and he has been extremely dedicated and his cooperation has been phenomenal.

Adjournment

There being no further business, the meeting adjourned at 7:07 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, JUNE 17, 2019, 6:00 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, June 17, 2019, at 6:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance

IN ATTENDANCE:

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

STAFF:

Interim City Manager/Public Works Director
 Leon Smith
 Police Chief Richard Pike
 Finance Director Peter Kajokas
 Commander Gary Snyder
 City Clerk Catherine Ponson

Also present was Zachary Roth, Ansbacher Law Firm.

Call to
 Order/Pledge
 of Allegiance

Mayor Brown called the workshop meeting to order at 6:00, p.m. and Councilor Messinger led the Pledge of Allegiance.

*Issue Development was moved to this portion of the meeting.

ISSUE DEVELOPMENT

City Manager
 Search
 Process

City Manager Search Process-Jim Hanson, FCCMA Senior Advisors. Mayor Brown introduced Jim Hanson, former Atlantic Beach city manager and George Forbes, former Jacksonville Beach city manager. Mr. Hanson explained that there were Senior Advisors who are retired city and county managers who volunteer their time to assist local governments. They would help in executive searches for city managers for cities with populations under 20,000.

Mr. Hanson explained the importance of choosing the city manager. He explained that an attributes questionnaire had been sent to Council and based on that, the job advertisement would be revised and posted once approved by Council.

Mayor Brown thanked Mr. Hanson and stated that the consensus is to work with the Senior Advisors for the city manager search.

AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS

Jonathan Paul, NUE Urban Concepts
Jonathan B. Paul, NUE Urban Concepts- Mobility Plans and Fees Presentation. Jonathan B. Paul, NUE Urban Concepts, presented a mobility plan and fees PowerPoint. He reviewed concurrency and mobility fee implementation.

July 4th Security Plan
July 4th Security Plan Presentation. Commander Gary Snyder advised the Council of the Traffic and Operations Brief for the July 4th holiday event. He stated there is a process in place to assist Neptune Beach residents affected by street closures to have as little interruption as possible. He reported that supporting agencies would be the Jacksonville Sheriff's Office, Jacksonville Fire and Rescue Division, Duval County Emergency Management and Mayport Naval Station.

CITY MANAGER REPORT

City Manager Report
 Interim City Manager Leon Smith reported the following:

- The FDOT Open House for the intersection at Third Street and Atlantic Boulevard would be held on Tuesday, June 18, 2019 beginning at 4:30 p.m.
- The Sea Level Rise Forum would be held at Fletcher High School beginning at 6:00 p.m. on Wednesday, June 19, 2019. He advised of how to arrive due to FDOT road closures.
- The pilot parking information meeting would be on Thursday, June 20, 2019 in the Council Chambers beginning at 6:30 p.m.
- He advised that recycling would begin on the beach, at City Hall and at the Police Department.

Police Department Report
 Police Chief Richard Pike reported there would be officers present to direct traffic at the Sea Level Rise forum. He also that a lifeguard chair has been placed in front to the Public Safety Building in honor of Larry Hobbs, a former lifeguard who passed away recently. He Also added the pedestrian crosswalk safety initiative would begin June 21.

COMMITTEE REPORTS

Finance/Charter/Board Review
 Committee Chairman Wiley reported that his committee met on June 12, 2019, and stated that the primary focus has been the upcoming budget. Future committee meetings will focus on each individual department and one major change would be the modification to the digester at the water treatment plant.

Transportation and Public Safety
 Vice Mayor Jones reported that his committee would meet on June 19, 2019, and discussing the Complete Streets and Sidewalk CIP Plan.

Land Use and Parks
 Committee Chair Messinger reported his committee would be meeting on Wednesday, June 26, 2019 at 12:00 p.m.

Vice Mayor Brown advised the Council that the latest contract for the City Attorney would be given to Council to review and meetings could be set up for that discussion and Council input.

PROPOSED ORDINANCES / NONE

CONTRACTS / AGREEMENTS

Interlocal Agreement/
Parking Services

Interlocal Agreement between the City of Neptune Beach and the City of Atlantic Beach Regarding the Parking Program in the Beaches Town Center Area. Mark Rimmer, Parking Coordinator, explained that the Interlocal Agreement and the Parking Ordinance are being worked on simultaneously in Neptune Beach and Atlantic Beach. The Interlocal Agreement has been reviewed by both Neptune Beach and Atlantic Beach. The City Attorney had reviewed the agreement before he resigned. The current version had been reviewed by the Interim City Attorney, and she commented that on Page 2, Item 4 the consent of the City Manager of Atlantic Beach would need to be formalized.

Councilor Messinger pointed out that the word "written" could be inserted before the word "consent" in Item 4 on Page 2.

Mr. Rimmer continued that the section where revenue is mentioned is a number that was consented to and could be subject to change after review and be changed by Council. He added this was a moving target as it is implemented with the understanding that this could change. He added he would report back to Atlantic Beach what was discussed at this meeting.

Councilor Wiley questioned parts of the agreement, including the intention and cooperation of both Cities, each City's costs and the terms of the agreement. He advised that he did not know if this was something that the City needed to engage in until a City Attorney has been engaged.

Councilor Chin questioned the term of five years when this has been called a pilot parking program and could terminate in one year.

Mr. Rimmer stated that there is a 60-day cancellation notice clause in the agreement.

Mayor Brown advised that the City would wait for Atlantic Beach's changes and our new City Attorney's changes in order to move forward with the agreement.

Adjournment

There being no further business, the workshop meeting adjourned at 7:37 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



**MINUTES
SPECIAL CITY COUNCIL MEETING
WEDNESDAY, JUNE 17, 2019, AT 7:37 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, June 17, 2019, at 7:37 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida.

Attendance

IN ATTENDANCE:

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

STAFF:

Interim City Manager/Public Works Director
Leon Smith
Police Chief Richard Pike
Finance Director Peter Kajokas
City Clerk Catherine Ponson

Also present was Zachary Roth, Ansbacher Law Firm.

Call to Order

Mayor Brown called the special meeting to order at 7:37 p.m.

Ord. No. 2019-07, Controlled and Metered Parking

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.

Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Councilor Chin questioned if there is a set plan to control parking encroaching into the residential areas and the hours of the parking.

Mark Rimmer, Parking Manager, stated that he and Police Chief Pike had reviewed several buffer zones and they would be controlled by signage. Also, residents would have the ability to register their license plates. He also added that the hours would be 11:00 a.m. to midnight. Those hours could fluctuate based on the time and season.

Vice Mayor Jones state that flexibility and experimentation is part of the pilot program and some of the questions would be answered.

Councilor Messinger thanked Mr. Rimmer for his time in this effort. He confirmed that signage would indicate the residential areas and if the signs are not a deterrent, then a license plate recognition system would be implemented.

Councilor Wiley stated that the City Manager is mentioned eight times and that the ordinance states that the City Manager is authorized to modify the rates and time zones. He added that he felt this is being rushed due to there is no sitting permanent City Manager.

Councilor Wiley added that the new City Manager should be in on some of these decisions pertaining to the responsibilities. He would also like clarification from the City Attorney. He expressed questions regarding employee parking and residential creep are still unanswered.

Made by Messinger, seconded by Jones.

MOTION: **TO PASS ORDINANCE NO. 2019-07 ON FIRST READ AND MOVE TO A SECOND READ**

Roll Call Vote:

Ayes: 4–Chin, Messinger, Jones, and Brown
Noes: 1–Wiley

MOTION PASSED

PUBLIC COMMENT

Public Comment Steve Kowkabany, 102 Magnolia Street, Neptune Beach, commended the Council and Mr. Rimmer on moving forward with the parking program. He commended Chief Pike on the preparations for July 4th. He stated that he had concerns regarding choosing an outside firm for City Attorney. He encouraged the Council to negotiate to be fair to the citizens for their fee.

Mary Frosio, 1830 Nightfall Drive, Neptune Beach, spoke regarding the selection of the City Attorney. She suggested comparing the numbers of having an in-house attorney as opposed to an outside firm.

Adjournment There being no further business, the special meeting adjourned at 8:00 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____

INTRODUCED BY:
COUNCILOR WILEY



ORDINANCE NO. 2019-06

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 six (~~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 | YES |
| Vice Mayor Fred Jones | YES |
| Councilor Kerry Chin | YES |
| Councilor Josh Messinger | YES |
| Councilor Scott Wiley | YES |

Passed on First Reading this 3rd day of June, 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

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 | YES |
| Vice Mayor Fred Jones | YES |
| Councilor Kerry Chin | YES |
| Councilor Josh Messinger | YES |
| Councilor Scott Wiley | NO |

Passed on First Reading this 17th day of June, 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

AGREEMENT FOR CITY ATTORNEY SERVICES

This Agreement made and entered into as of the Effective Date, by and between the City of Neptune Beach, Duval County, Florida, a municipal corporation under the Constitution of the State of Florida (“City”), and the law firm of Ansbacher Law, P.A. (“Ansbacher”) for the provision of City Attorney services as more particularly set forth herein.

WITNESSETH

WHEREAS, the City desires to retain the services of Ansbacher to provide legal services as the City Attorney on the terms and conditions set forth below; and

WHEREAS, Ansbacher represents that it has the ability to render the services as required by the City as set forth herein; and

WHEREAS, the City seeks to engage Ansbacher to serve as the City Attorney.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. RECITALS.

The above recitals are true and correct and are incorporated herein as essential terms of this Agreement.

ARTICLE II. SCOPE OF SERVICES.

Ansbacher shall provide all City Attorney Services (“City Attorney Services”) in accordance with the Scope of Services set forth in **EXHIBIT A** attached hereto and incorporated by reference. Such City Attorney Services shall consist of General City Attorney Services, Litigation Services and Extraordinary Services, as described in Exhibit A.

ARTICLE III. COMPENSATION AND INVOICES.

Compensation for all such City Attorney Services shall be as set forth in **EXHIBIT B** attached hereto and incorporated by reference.

ARTICLE IV. TERM AND TERMINATION.

4.1 The term of this Agreement shall be from June 1, 2019 through May 31, 2020, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be extended, upon mutual written agreement of the parties, for additional one (1) year terms or any other extension agreed to by the parties in writing.

4.2 Term. This Agreement shall continue in full force and effect until terminated upon sixty (60) days' notice by either party.

4.3 Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from Ansbacher to its successor.

4.4 The rights, duties and responsibilities of Ansbacher shall continue in full force during the period of notice of termination and period of cooperation.

4.5 If the Agreement is terminated by the City as provided herein, Ansbacher will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination and the period of cooperation, whichever last occurs.

ARTICLE V. DESIGNATED PERSONNEL.

Services provided by Ansbacher to the City shall be rendered primarily by Zachary R. Roth, designated as the City Attorney. Additional attorneys employed by Ansbacher shall be used in the provision of legal services to the City on an as needed basis and at the direction of Zachary R. Roth or his designee. Additionally, Terrell K. Arline, who serves as Of Counsel to Ansbacher, shall serve on an as needed basis and at the direction of Zachary R. Roth, or his designee.

ARTICLE VI. INDEPENDENT CONTRACTOR.

Ansbacher is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the City. All persons engaged in the services provided herein shall at all times, and in all places, be

subject to the Ansbacher sole discretion, supervision, and control. Ansbacher does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for herein.

ARTICLE VII. OUTSIDE COUNSEL AND EXPERTS.

From time to time, the City may encounter issues which require retention of outside counsel or other experts with a specialized knowledge in a particular area. If such retention is required, Ansbacher shall have the authority to use or retain on behalf of the City such additional experts or counsel that it deems necessary to implement the related objectives and programs of the City. Such retention shall be expressly subject to the prior approval of the City Manager. Statements for fees and costs incurred by any approved consultant, expert or counsel, shall be first reviewed by Ansbacher and, upon approval, submitted to the City Manager and/or the City Council for payment, as appropriate.

ARTICLE VIII. CONTRACT ADMINISTRATION.

8.1 Ansbacher shall accept direction from the City Council; however, for ease and convenience of administration, the City hereby also designates its City Manager to provide policy direction and instructions to Ansbacher in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy or direction of the City Council.

8.2 Ansbacher shall be entitled to reasonably rely upon direction received from the City Manager or, in the absence of a City Manager, those acting in the role of same.

ARTICLE IX: CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

9.1 Ansbacher hereby certifies that it is legally entitled to enter into this Agreement with the City and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

9.2 In connection with the services to be performed under this Agreement, Ansbacher shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE X: GENERAL PROVISIONS.

10.1 Public Records. Ansbacher must comply with the public records laws, Florida Statute Chapter 119, specifically Ansbacher must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Ansbacher does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Ansbacher or keep and maintain public records required by the City to perform the service. If Ansbacher transfers all public records to the City upon completion of the contract, Ansbacher shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Ansbacher keeps and maintains public records upon completion of the contract, Ansbacher shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

10.2 Insurance. During the term of this agreement, Ansbacher shall maintain the insurance requirements as set forth on Exhibit "C" attached hereto.

10.3 Conflict of Interest. Ansbacher represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Ansbacher shall promptly notify the City in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the Ansbacher judgment or quality of service. Ansbacher shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

10.4 Indemnification. To the fullest extent permitted by law, Ansbacher shall indemnify and hold the City harmless, its officers and employees from liabilities, damages, losses, and costs to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Ansbacher and other persons employed or utilized by the Ansbacher in the performance of this Agreement.

10.5 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for all legal actions necessary to enforce this agreement shall be in Duval County, Florida.

10.6 Entire Agreement. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

10.7 Amendments. This Agreement may be amended only in writing upon mutual consent of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, unless otherwise expressly provided.

10.8 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

CITY: City of Neptune Beach
City Manager
116 First Street
Neptune Beach, Florida 32266

ANSBACHER: Ansbacher Law
Attn: Barry Ansbacher
8818 Goodbys Executive Drive
Suite 100
Jacksonville, FL 32217

Either party may, by written notice given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

10.9 Effective Date. This Agreement shall be effective on the date executed by both parties, as shown below.

****Signatures to Follow on Next Page****

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Approved as to form:

THE CITY OF NEPTUNE BEACH

By: _____
Elaine Brown, Mayor

Date: _____

ATTEST:

Date: _____

City Clerk

ANSBACHER LAW

By: _____
Barry B. Ansbacher

Date: _____

EXHIBIT A
SCOPE OF SERVICES
CITY ATTORNEY SERVICES

Ansbacher shall serve as the City Attorney for the City and shall provide all City Attorney Services required by the City, with reasonable care, diligence, skill and expertise. Such City Attorney Services consist of General City Attorney Services, Litigation Services and Extraordinary Services.

I. General City Attorney Services shall include but are not limited to:

(A) Oversee and direct the implementation of internal legal activities and operations, which include planning, coordinating, administering, and evaluating projects, processes, procedures, systems and standards; ensure compliance with Federal, State and local laws, regulations, codes, and/or standards, including, but not limited to, guidance and counsel on responding to public records requests.

(B) Research and interpret the law using statutes, case law, resolutions, ordinances, and administrative regulations; provide legal advice, analysis, and opinions upon request for appointed City officials, administrative management staff and advisory City Council concerning local government, administrative policy development, employment, purchasing practices, real estate, code enforcement, public records, land use regulation, comprehensive planning, and/or other related legal issues.

(C) Prepare and review proposed legislation, ordinances, resolutions, contracts, deeds, leases, and other legal documents requested by the City Council, Mayor, or City Manager.

(D) Make informed decisions to bring regulatory, administrative and litigation matters to a cost-effective conclusion.

(E) Prepare, review, interpret and analyze a variety of information, data and reports and make recommendations based on findings.

(F) Prepare cost estimates for budget recommendations; monitor and control outside counsel expenditures.

(G) Coordinate, monitor and report to the Council on the representation of the City by special outside counsel retained by the Council.

(H) Arrive 1-hour prior to City Council meetings prepared to address questions and issues in advance of all such meetings, and then attend meetings of the City Council (twice monthly) and Community Development Board (monthly), and also on occasion attend certain other meetings of various committees or subcommitteescom as requested by the City Manager.

(I) Provide legal counsel and guidance to City Council members, members of the Community Development Board, and other officials, as needed, related to the Florida Sunshine Law, and other legal compliance matters as needed or required.

(K) Providing such other legal services as the City Council may from time-to-time direct.

II. Litigation Services: When requested by the City, Ansbacher shall also provide Litigation Services to the City. Such Litigation Services consist of Ansbacher serving as counsel of record for the City in connection with prosecuting or defending litigation involving the City (ex. state or federal court actions, administrative proceedings, arbitrations, mediations).

III. Extraordinary Services: Extraordinary Services consist of matters relating to General City Attorney Services in which the amount of time required for an individual project is reasonably expected to exceed ten (10) hours in attorney time. These types of activities may include, but are not limited to, preparing, revising and reviewing extensive ordinances, policy provisions, contracts, resolutions, agreements, leases, interlocal agreements, special election ballots, procurement documents, and other legal documents on behalf of the City that are reasonably expected to require more than ten (10) hours of attorney time. Prior to engaging in the provision of these Extraordinary Services, Ansbacher shall provide written notice to the City Administrator that the activity will exceed ten (10) hours and that the hourly billing provision for Extraordinary Services will apply, as set forth in Exhibit B. Upon request and where practicable, Ansbacher will provide an estimated budget or fee forecast for such project; provided, however, such proposed budget or forecast is only an estimate and not a contract amount. Ansbacher agrees to coordinate with the City to establish a fixed fee or project fee for any such Extraordinary Services where mutually agreed upon. Ansbacher shall obtain the approval of the City Manager prior to initiating any Extraordinary

Services.

IV. Excluded Services: The following professional services are specifically not included in the legal services provided by Ansbacher under this Agreement, and the City may engage outside counsel with the requisite expertise to provide such services. At the direction of the City Manager, Ansbacher will coordinate with such outside counsel: Bond opinion letters.

EXHIBIT B
COMPENSATION FOR GENERAL CITY ATTORNEY SERVICES

(A) For the provision of the General City Attorney Services, the City shall pay Ansbacher an annual retainer of \$126,000.00. Such amount shall be payable in twelve (12) equal monthly installments of \$10,500.00.

(B) Ansbacher shall submit an invoice for such General City Attorney Services on a monthly basis. Each invoice will be for the prior month's service and shall be in the amount of \$10,500.00. The invoice for General City Attorney Services shall contain a detailed summary of the actual services provided during the month, including the name of the attorney, a summary of the services provided and work undertaken, and the time expended expressed in one-tenth hourly increments, as well as a summary of total hours expended.

(C) It is the goal of Ansbacher and City to ensure that the compensation for the General City Attorney Services provides the best possible value to the City for such services and is fair to both parties. To that end, Ansbacher and the City agree to jointly review such General City Attorney Services work summary records no later than six (6) months following the Effective Date, and every six months thereafter, for purposes of promoting transparency and determining value, efficiency and equity of the current compensation arrangement. To that end, the City and Ansbacher will specifically assess whether the monthly installment payments of \$10,500.00 reflect an appropriate value for the General City Attorney Services being rendered or whether either party is being materially disadvantaged in view of the actual work being undertaken in relation to the monthly amount being paid.

(D) It is an express understanding of the parties that the City Attorney Services include preparing for and attending two (2) City Council meetings each month and one (1) Community Development Board meeting each month and that Ansbacher expressly relied on such understanding in calculating the rates provided in this Agreement. In the event the City increases the number of such City Council meetings and/or the number of Community Development Board meetings, or requests regular or frequent attendance at committee and subcommittee meetings beyond the occasional attendance contemplated by Section I(H) of Exhibit A, and such increase in the number of such regularly scheduled meetings is inconsistent with the reliance of Ansbacher in establishing its rates under this Agreement, the parties will work in good faith to implement an

appropriate increase in the compensation paid to Ansbacher. In such event, Ansbacher shall make a request to the City Manager and the parties will cooperate to either provide for compensation for attendance at such additional meetings on an hourly basis or to increase the retainer for General City Attorney Services. Such review may be part of the six-month review, or may at the request of either party be addressed in an interim review limited to limited to meeting coverage and attendance.

COMPENSATION FOR LITIGATION AND EXTRAORDINARY SERVICES EXCEEDING TEN (10) HOURS IN TIME

Litigation Services (in which Ansbacher serves as counsel of record to the City in administrative, court or arbitration proceedings) and Extraordinary Services, as defined in Exhibit A, will be compensated on an hourly basis at the following rates:

(A) Ansbacher shall be compensated for Litigation and Extraordinary Services on an hourly basis at the following rates:

| | |
|-------------------|----------------|
| Zachary R. Roth | \$250 per hour |
| Barry Ansbacher | \$250 per hour |
| Terrell K. Arline | \$250 per hour |
| Associates | \$175 per hour |
| Clerks/Paralegals | \$100 per hour |

(B) All statements or invoices for fees for such services rendered for the provision of Litigation Services and Extraordinary Services shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to ensure that the work performed, expense incurred, or services rendered actually took place, and that the correct amount has been charged.

(C) All invoices shall include documentation for costs and shall be submitted to, approved and processed for payment by the City Manager unless directed otherwise by the City Manager.

REIMBURSEMENT OF COSTS

Under this Agreement, Ansbacher will not charge the City for travel time on those matters which are compensated on an hourly basis.

In addition to the compensation specified above, Ansbacher will be reimbursed for those expenses incurred which are directly related to the provision of services, including, but not limited to: copy and fax costs, long distance telephone costs, express mail and on-line research expenses.

Ansbacher will be reimbursed for travel in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

ADDITIONAL TERMS

Invoices for Special Services. Invoices for representation of the City with respect to other specialized services shall be negotiated on a project by project basis and subject to the approval of the City Manager. The terms for invoicing on those matters shall be determined as part of the project negotiations.

Disputed Invoices. In the event a portion of an invoice submitted to the City for payment to Ansbacher is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

EXHIBIT C

INSURANCE REQUIREMENTS

Ansbacher shall maintain at a minimum, the following limits of insurance coverage during the term of this Agreement:

- | | | |
|-----|---|--|
| A. | Worker's Compensation | |
| 1.) | State | Statutory |
| 2.) | Employer's Liability | \$100,000 each accident |
| B. | Business Automobile & Commercial General Liability Insurance | \$1,000,000 each occurrence (A combined single limit) |
| C. | Personal and Advertising Injury | Covered by Professional Liability |
| D. | Professional Liability | \$1,000,000 |



City of Neptune Beach, Florida **City Manager Position Announcement**

The Mayor and City Council seek to recruit a new City Manager due to the resignation of the previous City Manager who served since July 2015. His predecessor served for 11 years until his retirement.

Neptune Beach is a vibrant and pedestrian friendly beachfront community approximately 15 miles east of downtown Jacksonville, nestled on the northeast coast of Florida, and totals 2.5 square miles between Atlantic Beach and Jacksonville Beach. It has a population of 7,200. With a small-town residential atmosphere, the Central Business District is upscale with several unique restaurants and shops. The City prides itself on delivery of quality services, with a low property tax rate.

Neptune Beach operates under a Council/Manager form of government. The City Council is vested by Charter with policy-making and legislative authority. The Council is made up of the Mayor and four Council members, elected on a non-partisan basis with staggered 4-year terms. The City Manager serves at the pleasure of the Council and is the Chief Administrative Officer. The Manager has oversight of city departments including Police (and lifeguards), Public Works/Utilities, Finance, Planning/Community Development, and Senior Services. Fire/Rescue service is provided by the County. The City has 70 full time employees and another 30 part time staff including lifeguards. The City Charter and Code information on the City Manager may be found at:

https://library.municode.com/fl/neptune_beach/codes/code_of_ordinances

The ideal candidate will have a Bachelor's Degree with relevant experience as a city manager or assistant manager. A Master's Degree is preferred but not required. The successful candidate must be able to foster effective council relations, have strong administrative skills, maintain positive community and intergovernmental relations, support economic development and revitalization and understand the Florida open meetings and public records laws. Traits looked for by the Council are good judgment, effective decision-making skills, and integrity. Keeping current on City projects and updating the Council is essential. Treating others with respect and dignity, embracing cultural diversity and the ability to recruit and retain competent, professional and responsive staff will be

important. A working knowledge of municipal finance, human resources, public works, public safety, and community development are highly desired.

Major challenges the new city manager is expected to address include the impacts of sea level rise, economic development that is compatible with the small-town character of the community, improving infrastructure as it applies to water, sewer, stormwater and roads, and community planning in relation to updating the land development code and comprehensive plan.

The City Council will provide a competitive salary and benefits. Starting salary will be \$110,000-\$130,000, depending on qualifications. The City Manager is required to live in, or adjacent to, the City. All candidates are subject to a full background check and include a credit report. No internal candidates for the job are anticipated.

To apply, submit a cover letter and resume with salary history by Friday, August 9, 2019, to:

City Clerk
116 First Street
Neptune Beach, FL 32266
OR
clerk@nbfl.us

NOTE: Under Florida Law, all information and document submitted are public records and will be provided to the press and /or others upon request.

CITY OF NEPTUNE BEACH
EXPECTATIONS, WORK EXPERIENCES AND PERSONAL CHARACTERISTICS
OF THE CITY MANAGER

PERFORMANCE EXPECTATIONS

Performance expectations are specific results the City Manager is expected to achieve. What will filling this position accomplish for Neptune Beach? What are the needs to be fulfilled and the desired results? Results are accomplishments to be achieved.

- Keep the City Council informed on current projects and update the Council on current events
- Ensure the city provides great services, that citizens are treated with respect, and citizen concerns are tracked and responded to promptly.
- Handle difficult public events or meetings without taking negative feedback personally and always with the objective of achieving what is in the best interests of the city. Work positively and thrive in a small-town atmosphere.
- Provide leadership by supervising city employees in a positive manner and earning their respect while achieving the missions of the city.
- Create and maintain positive public relations through working with the press and social media.
- Keep the public informed on emergency management such as hurricanes. Successfully pre-plan and restore services after an emergency event.
- Keep the City financially sound by managing municipal finances and the budget.
- Ensure that the water and sewer plants meet all applicable state and federal permit requirements and have adequate capacity to serve our community.
- Ensure our city roads are well maintained with long-term funding in place.
- Ensure that our employees are fairly compensated, personnel policies are followed, employees are valued as individuals, and are properly trained.
- Work closely with the Police Chief to adopt policies and procedures to ensure our citizens feel safe.
- Update development codes and the comprehensive plan.
- Address the impacts of sea level rise.
- Encourage economic development that is compatible with the small-town character of our community.
- Ensure the downtown paid parking program is successfully implemented.

SUCCESS PATTERNS

A person's success patterns consist of experiences, accomplishments and skills. These patterns indicate whether an individual will be able to meet the performance expectations identified above.

- Experience as a City Manager or Assistant City Manager in a small town that operated under the Council-Manager form of government
- A track record in working with City Councils or other public bodies, making presentations and achieving positive results

- Extensive experience in working in a City or County government
- Successful experience in supervising all aspects of HR operations, to include labor negotiations
- Demonstrated experience in planning and zoning
- Has experience managing a tropical storms or similar emergencies
- Successful experience in solving citizen concerns and establishing positive customer relations
- Experience in making decisions regarding water, wastewater, solid waste and road maintenance operations
- Extensive experience in city wide budgeting and financial management
- Has worked with Police Departments on programs that improved public safety
- Has a college degree with major course work in public administration or a related field
- Experience in working with regulatory agencies, state legislatures, and county government
- Experience in working with the press and social media

PERSONAL CHARACTERISTICS

Personal characteristics are the foundation of assessing the right fit for the city. What values do we want for our organization?

- A positive chemistry with the City Council and city employees
- A person who appreciates working and living in a small town
- A leader who can motivate others and takes pride in mentoring and helping others achieve success
- Highly values honesty and is trustworthy in terms of character and competence
- Committed to citizen service and can define what that means. Ability to meet with citizens and solve problems daily
- A good communicator who can actively listen and understand other points of view and explain complex issues
- Intellectual curiosity and able to come up with creative solutions to complex problems
- Future oriented