



AGENDA
Regular City Council Meeting
Monday, January 6, 2020, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Swearing In of New City Manager Stefen Wynn
3. APPROVAL OF MINUTES
 - A. **December 2, 2019, Shade City Council Meeting**
December 2, 2019, Regular City Council Meeting p. 2
4. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES / NONE
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. Interlocal Agreement between the City of Jacksonville and the City of Neptune Beach for Distribution of 9-1-1 User Fees p. 8
11. COUNCIL COMMENTS
12. ADJOURN



**MINUTES
EXECUTIVE SESSION
SHADE CITY COUNCIL MEETING
MONDAY, DECEMBER 2, 2019 AT 5:12 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Shade Meeting of the City Council of the City of Neptune Beach was held December 2, 2019, at 5:12 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 Scott Wiley
Councilor Josh Messinger

STAFF

Interim City Manager Leon Smith
City Attorney Zachary Roth
City Clerk Catherine Ponson

Order Call

Mayor Brown called the meeting to order at 5:12 p.m.

Mayor Brown explained the shade meeting was called to discuss litigation, after which time Council would reconvene in the Council Chambers and the Mayor would adjourn the shade meeting.

City Attorney Zachary Roth stated that he is requesting advice from the Council regarding current litigation in the Huron-Sophia, L.L.C. vs. City of Neptune Beach ongoing case. The attendees would be Mayor Elaine Brown, Vice-Mayor Fred Jones, Councilors Kerry Chin, Scott Wiley, Josh Messinger, Interim City Manager Leon Smith, City Attorney Zachary Roth and Phipps Reporting, Court Reporter.

Adjournment

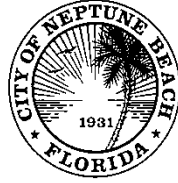
The shade meeting adjourned at 5:28 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, DECEMBER 2, 2019, 6:00 P.M.
NEPTUNE BEACH 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 on Monday, December 2, 2019, at 6:00 p.m. in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance:

IN ATTENDANCE:

STAFF:

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

Interim City Manager Leon Smith
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Community Development Director Kristina Wright
 Grant and Resiliency Coordinator Colin Moore
 City Clerk Catherine Ponson

Call to Order

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

AWARDS / PRESENTATION / RECOGNITION OF GUESTS

Swearing In Ceremony

Police Chief Richard Pike introduced Officer Christian Griffin and Mayor Elaine Brown administered the Oath of Office.

Res. No. 2019-14, DONNA Run

Mayor Brown introduced Amanda Napolitano, Executive Director of The DONNA Foundation. She gave an update on the event and the impact the DONNA Foundation has had on the area.

Mayor Brown requested the resolution authorizing the event be moved to this portion of the agenda.

Made by Jones, seconded by Messinger.

MOTION: TO ADOPT RESOLUTION NO. 2019-14, AUTHORIZING THE DONNA MARATHON WEEKEND TO BE HELD ON FEBRUARY 7-9, 2020

Roll Call Vote:

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

MOTION CARRIED

APPROVAL OF MINUTES

Minutes Made by Wiley, seconded by Chin.

MOTION: TO APPROVE THE FOLLOWING MINUTES:

November 4, 2019, Regular City Council Meeting
November 18, 2019, Special City Council Meeting
November 18, 2019, Workshop City Council Meeting

Roll Call Vote:

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

MOTION CARRIED

COMMUNICATIONS AND CORRESPONDENCE

CITY MANAGER REPORT

- City Manager Report Interim City Manager Smith reported the following:
 - Christmas in the Park would be at 6:00 p.m. on Friday, December 6, 2019, in Jarboe Park.
- Police Chief Report Police Chief Richard Pike reported the following:
 - DONNA Run meetings are continuing for preparation for that event.
 - The Annual Santa Ride through Neptune Beach would be on Saturday, December 21, 2019.
 - The Pete’s Bar Thanksgiving Day Event had a record crowd and there were no incidents.
- City Attorney Report City Attorney Zachary Roth advised the Council on upcoming legislative bills that would have an impact on the area.

PUBLIC COMMENTS / NONE

CONSENT AGENDA / NONE

VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS

CDB 19-11, Development Permit, 1848 Kings Circle South CDB 19-11, Application for Development Permit review as outlined in Chapter 27, Article 2 of the Unified Land Development Code of Neptune Beach for Brewhound Coffee Bar Company for the property known as 1848 Kings Circle South (RE#173290-0000). This property is in the C-2 Zoning District. The applicant is proposing to build an 8’ by 8’ accessory structure to serve as a kiosk for customer check-in and reception

Jason Underwood, 2338 Eagles Nest Road, Jacksonville, owner and applicant, confirmed Councilor Chin’s inquiry that the proposed structure would replace the temporary structure currently in place. He also confirmed Councilor Messinger’s question that the new structure would incorporate the same design and aesthetic of the main facility.

Mr. Underwood responded to Councilor Wiley’s question that the structure would be used for customers to check-in.

Made by Messinger, seconded by Wiley.

Made by Messinger, seconded by Jones.

MOTION: **TO ADOPT ORDINANCE NO. 2019-12, CODE ENFORCEMENT, ON SECOND READ**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

OLD BUSINESS / NONE

NEW BUSINESS

Res. No. 2019-13, Resolution No. 2019-13, A Resolution Expressing Approval and Support for the Support of USBR-1 Development of United States Bike Route 1 (USBR 1).

Made by Messinger, seconded by Jones.

MOTION: **TO ADOPT RESOLUTION NO. 2019-13, SUPPORTING THE UNITED STATES BIKE ROUTE 1 (USBR 1)**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Mayor Brown requested the Council take the rest of December off from a formal meeting unless needed.

Councilor Chin reminded everyone that there is an exhibition at the Beaches Museum featuring the history of Neptune Beach. He commended the Historical Society for their efforts.

Councilor Messinger commended Interim City Manager Smith and staff for protecting the landscaping and removal of trash during the Pete’s Bar Thanksgiving Day Event.

Adjournment There being no further business, the meeting adjourned at 6:33 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, City Clerk

Approved: _____



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

- AGENDA ITEM:** Interlocal Agreement between the City of Jacksonville and the City of Neptune Beach for Distribution of 9-1-1 User Fees
- SUBMITTED BY:** Deidra B. Baines, Jacksonville Sheriff's Office, Budget Division
- DATE:** December 30, 2019
- BACKGROUND:** The City of Jacksonville receives taxes for telephone usage to help supplement the cost of 9-1-1 dispatch. Through this Interlocal Agreement, the City of Neptune Beach receives a share of the taxes from the County.
- The agreement is amended each year to reflect the amount owed to the City. The entire agreement is renewed every five years.
- BUDGET:** The maximum amount to be distributed by Jacksonville as a result of this calculation for Neptune Beach for Fiscal Year 2019-2020 is \$90,486.00.
- RECOMMENDATION:** Approve the 9-1-1 Agreement for the Distribution of 9-1-1 Funds for Dispatchers
- ATTACHMENT:** 1. 9-1-1 Interlocal Agreement

Interlocal Agreement between Neptune Beach and City of Jacksonville - JSO

Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>

Mon 12/9/2019 3:02 PM

To: Catherine Ponson <clerk@nbfl.us>

 1 attachments (48 KB)

GC-#1326930-v1-NeptuneBeach_ILA_19-20_911.doc;

Ms. Ponson,

Attached please find the above referenced Interlocal Agreement with the City of Jacksonville. This Agreement is a new agreement covering five years with the distribution amount to be paid from October 1, 2019 through September 30, 2020.

Once you have had a chance to review, if it meets with your approval, print out three originals, obtain appropriate signatures (having that signature witnessed/attested in the spaces provided) and return all three originals to me at the address listed below.

Do not date the agreement as that will be done as part of the City's execution process. Once the agreement has been fully executed, an original will be returned to you via U.S. Mail. All persons of record will be sent a pdf. The corporation secretary will retain an original for its files.

I hope you are doing well. Should you have any questions or concerns, please feel free to contact me.

Thanks,

Deidra Baines, #69081

Jacksonville Sheriff's Office | Budget Division

501 E. Bay Street, Suite 306

Jacksonville, FL 32202

Office: 904.630.2217 | Desk: 904.630.5970 | Fax: 904.630.2772

Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media

The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF NEPTUNE BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____, 2020 , by and between **THE CITY OF JACKSONVILLE, FLORIDA**, a consolidated municipal/county government, making the General Services District (hereinafter referred to as “**JACKSONVILLE**”) and **THE CITY OF NEPTUNE BEACH, FLORIDA**, a municipal corporation, within the General Services District (hereinafter referred to as “**NEPTUNE BEACH**”) for the purpose of distributing proceeds collected and set aside via the 9-1-1 User Fee to be used to pay a portion of the salaries and related expenses for 9-1-1 Call Takers for that portion of their time spent answering and handling 9-1-1 calls under the provisions of Section 365.172(9), Florida Statutes, as authorized to be imposed by the governing body of Duval County (hereinafter referred to as the “**Project**”).

RECITALS:

WHEREAS, in 2015, the parties made and entered into an Interlocal Agreement, City Contract #6494-56 (hereinafter referred to as the “**Agreement**”) for the Project; and

WHEREAS, said Agreement was in effect until September 30, 2019, and

WHEREAS, the Council of JACKSONVILLE, acting as the governing body of Duval County, Florida, has authorized the fees collected to be used to fund an Interlocal Agreement wherein NEPTUNE BEACH will receive its pro rata share to be used for lawful purposes; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained and for other good and valuable consideration, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and are made a part hereof by this reference.

2. Calculation of the 9-1-1 Distribution

2.1 NEPTUNE BEACH shall receive a distribution proportion (hereinafter referred to as the “**Distribution**”) of the 9-1-1 User Fee calculated by taking the total call taker salary only from NEPTUNE BEACH, multiplying that amount by the portion attributed to 911 calls versus administration calls not to include dispatching calls (if not available, the Jacksonville Sheriff’s Office percentage will be utilized), and multiplying that amount by the five year weighted average of 9-1-1 calls (if calls are not segregated by emergency/non-emergency, then the Jacksonville Sheriff’s Office average will be utilized).

2.2 If the available net revenues (total 9-1-1 revenue less 9-1-1 administration salaries & benefits and operating expenses) are greater than or equal to the total calculated Distributions of the five Public-Safety Answering Points (Jacksonville Sheriff's Office, City of Jacksonville Fire Department, City of Atlantic Beach, City of Jacksonville Beach, and City of Neptune Beach) then the entire Distribution will be available to NEPTUNE BEACH. If the available net revenues are less than the total calculated Distributions of the five Public Safety Answering Points (hereinafter referred to as "PSAPS"), then NEPTUNE BEACH will receive its pro-rated share based on the percentage of its Distribution to the total calculated Distribution of the five PSAPS.

2.3 The maximum amount to be distributed by JACKSONVILLE as a result of this calculation for NEPTUNE BEACH for Fiscal Year 2019-2020 is "NINETY THOUSAND FOUR HUNDRED EIGHTY-SIX and 00/00 DOLLARS (\$90,486.00)"

2.4 The Distribution shall be remitted to the respective City Manager or Finance Director or his/her designee on a quarterly basis.

2.5 In each succeeding fiscal year, the Jacksonville Sheriff's Office will recalculate the Distribution to NEPTUNE BEACH, by updating the information referenced in Sections 2.1 and 2.2. The Jacksonville Sheriff's Office 9-1-1 Coordinator will notify NEPTUNE BEACH of the maximum Distribution in the first quarter of the succeeding fiscal year.

3. The 9-1-1 User Fees collected and distributed as provided herein shall be utilized only for call taker salaries and associated expenses, as provided for in Section 365.172(9), Florida Statutes.

4. NEPTUNE BEACH, by accepting funds, hereby agrees to provide an audit or accounting of such funds and the manner in which they were expended in accordance with Section 11.45, Florida Statutes.

5. NEPTUNE BEACH hereby acknowledges full payment and performance under all prior agreements on this subject and hereby waives any right to assert any claim for failure of performance in prior years.

6. The salary period covered under this Agreement shall be retro-active to October 1, 2019, and shall be in effect from the date it is recorded on the Official Records of Duval County until September 30, 2024.

7. This Agreement may be terminated by either of the parties upon 90 days' written notice of such termination to the other parties to this Agreement.

8. JACKSONVILLE will record this Interlocal Agreement in the Official Records of Duval County, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives, has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Mike Williams, Sheriff
*Per Ord. Code 37.101

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
City Contract Number: _____

Form Approved:

Office of General Counsel

