



AGENDA

Shade Meeting & Regular City Council Meeting **Monday, October 7, 2019, 6:00 P.M.** **Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ANNOUNCEMENT OF SHADE MEETING / EXECUTIVE SESSION
3. ADJOURN

REGULAR CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE **SHADE MEETING**

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES:

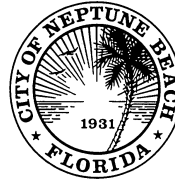
September 9, 2019, Special City Council Meeting
September 9, 2019, Regular City Council Meeting
September 16, 2019, Special City Council Meeting
September 16, 2019, Workshop City Council Meeting

p. 3
4. COMMUNICATIONS AND CORRESPONDENCE:
 - 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 / NONE
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. Designation of City Representatives for mediation hearing pursuant to F.S. Section 70.51 regarding CDB 19-05, 1229 Forest Oaks Drive.
 - B. Approval of City Hall Carpet Installation p.19

C. Approval of Sea & Sky Show Interlocal Agreement **p. 21**

11. COUNCIL COMMENTS

12. ADJOURN



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 9, 2019, AT 6:00 P.M.
COUNCIL CHAMBERS, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Meeting of the City Council of the City of Neptune Beach was held Monday, September 9, 2019, at 6:00 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:

Interim City Manager Leon Smith
 City Attorney Zachary Roth
 Chief of Police Richard Pike
 Deputy Public Works Director Megan George
 Finance Director Peter Kajokas
 Code Compliance Supervisor Piper Turner
 City Clerk Catherine Ponson

**Order
Call/Pledge**

Mayor Brown called the meeting to order at 6:00 p.m. Vice Mayor Jones led the Pledge of Allegiance.

**Ordinance
2019-08
Final Millage
Rate**

ORDINANCE NO. 2019-08, ADOPTING FINAL MILLAGE RATE, FIRST READ AND PUBLIC HEARING: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING FINAL MILLAGE RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; SETTING FORTH CERTAIN INFORMATION REGARDING "ROLLED-BACK RATE"; DIRECTING THE CITY MANAGER TO ADJUST THE ADOPTED MILLAGE RATES IN THE EVENT OF CHANGES IN THE ASSESSMENT ROLL AND TAXABLE VALUE; AND PROVIDING AN EFFECTIVE DATE.

TRIM

Mayor Brown read "for the record" the Truth in Millage (TRIM) as follows: "This is the millage public hearing for the City of Neptune Beach, Florida. The "rolled-back" rate for the City of Neptune Beach is 3.1732 mills. The rate to be adopted reflects a 6.06% increase over the "rolled-back" rate. The rate that is to be levied in this ordinance by the City Council is 3.3656. This is the same rate levied by the City last year, not the higher rate proposed on your Notice of Proposed Property Taxes from Duval County."

**Public
Hearing
Millage Rate**

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 APPROVE ORDINANCE 2019-08 ADOPTING FINAL MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020.**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Ordinance
2019-09
Final Budget
FY2020

ORDINANCE NO. 2019-09, ADOPTING A FINAL BUDGET, FIRST READ AND PUBLIC HEARING: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A FINAL BUDGET AND APPROPRIATE FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

Public
Hearing
Budget

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

Made by Messinger, seconded by Wiley.

MOTION: **TO APPROVE ORDINANCE 2019-09, ADOPTING FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020.**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

COMMENTS FROM THE PUBLIC / NONE

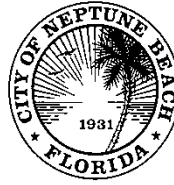
Adjournment

There being no further business, the special meeting adjourned at 6:04 p.m.

Elaine Brown, Mayor

Catherine Ponson, City Clerk

Approved: _____



MINUTES
REGULAR CITY COUNCIL MEETING
FOLLOWING SPECIAL BUDGET MEETING
MONDAY, SEPTEMBER 9, 2019, 6:04 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 Monday, September 9, 2019, at 6:04 pm 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
 Director of Finance Peter Kajokas
 Police Chief Richard Pike
 Deputy Public Works Director Megan George
 Code Compliance Supervisor Piper Turner
 City Clerk Catherine Ponson

**Call to Order
/Pledge**

Mayor Brown called the meeting to order at 6:04 p.m.

AWARDS / PRESENTATION / RECOGNITION OF GUESTS / NONE

APPROVAL OF MINUTES

Minutes

Made by Messinger, seconded by Wiley.

MOTION: TO APPROVE THE FOLLOWING MINUTES, AS AMENDED:

August 5, 2019, Regular City Council Meeting
August 19, 2019, Workshop City Council Meeting

Roll Call Vote:

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

MOTION CARRIED

COMMUNICATIONS AND CORRESPONDENCE

CITY MANAGER REPORT**City Manager
Report**

Interim City Manager Smith reported the following:

- He thanked City staff and Council for their efforts during Hurricane Dorian.
- Interviews for the Community Development Director would be taking place.

PUBLIC COMMENTS

City Attorney Zachary Roth clarified that if someone wants to speak on items under Agenda Item 7, there will be public comment at that time.

Public Comment

Romaine Moore, 1511 Spindrift Circle W, Neptune Beach, spoke regarding Oakhurst Drive and the safety issues regarding that street being blocked.

Shellie Thole, 217 Oleander Street, Neptune Beach, spoke regarding lot splitting and lot width.

Ted Stein, 301 Atlantic Boulevard, Neptune Beach, commended Code Compliance Supervisor Piper Turner.

VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS**Ex-Parte
Communications**

Mayor Brown disclosed she had ex-parte communications on Item 7B, CDB 19-09 and Item 7C, CDB19-10 in the forms of messages and emails.

Councilor Wiley reported he had spoken with Larry Peterson on Item 7A, CDB SE 19-07. On Item 7B, CDB 19-09 he had spoken with Les Mosk. On Item 7C, CDB 19-10, he had communicated with Margaret Cornelius and Richard Allen. He also added he had spoken with John Jolly regarding Item 10A, Resolution No. 2019-08.

Vice Mayor Jones disclosed he had verbal ex-parte communications with Counsel Cyndy Trimmer on Item 7A, CDB SE 19-07. He had received email correspondence from Joan Allen regarding Item 7C, CDB 19-10.

Councilor Messinger reported he had spoken with Ted Stein and members of the public via email and telephone on Item 7A, CDB SE 19-07. He responded to emails from concerned residents on Item 7B, CDB 19-09. He added he did not have any additional communications.

Councilor Chin stated he did not have any further communications on Item 7A, CDB SE 19-07 beyond the prior meeting. For Item 7B, CDB 19-09 and Item 7C, CDB 19-10, he had received email correspondence.

Mr. Roth asked anyone appearing before Council to raise their right hand and they were sworn in.

**CDB SE19-07,
301 Atlantic Blvd**

CDB SE19-07, Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). The application is for off-site parking for a new restaurant.

Mayor Brown explained that on August 5, 2019, the motion to approve the off-street parking for CDB SE 19-07 failed for lack of a second. The Council is being asked to clarify that action.

Mr. Roth stated that the public hearing is closed and it has been requested that a formal motion to either approve or deny the request be made. The applicant, Ted Stein, confirmed that he understood that request.

Councilor Wiley remarked that at the last meeting, the City Attorney stated the request was denied for lack of a second. Mr. Roth advised that the failure of the motion was sufficient to deny it. The applicant has requested that the Council clarify the record with a formal approval or denial. He added that it would not be a reconsideration.

Made by Mayor Brown, seconded by Chin.

MOTION: **TO DENY CDB SE 19-07, OFF-SITE PARKING WITHIN 400 FEET FOR NEW RESTAURANT LOCATED AT 301 ATLANTIC BOULEVARD**

Roll Call Vote:

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

MOTION CARRIED

CDB 19-09, 214-
216 Bowles
Street

CDB 19-09, Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Eugene and Lorraine Kiernan for property known as 214-216 Bowles Street, (RE# 173037-0000). The subject property is located on the north side of Bowles Street. The applicants are requesting to subdivide the property into two equal-sized lots.

Code Compliance Supervisor Piper Turner explained that currently there is a duplex at 214-216 Bowles Street. The applicant is requesting to divide the property into two equal lots, each 40.1 feet wide. The lots conform to the present Code for the R-4 zoning district and utilities are available. The lots are divided evenly along the middle. The Community Development Board approved the replat by a 4-3 vote on August 14, 2019.

The applicant, Eugene Kiernan, 223 Hopkins Street, Neptune Beach reported he had been sworn in. He stated that he purchased the property believing the property was dividable. Due to illness, he now has decided to sell the property and will close on another property once the Bowles property is sold. He added he understands the concerns of density and plumbing, however, a custom home would be built on one of the lots.

Andrea Valvodos, 212 Bowles Street, Neptune Beach, stated she had been sworn in and lives just east of the property. She expressed her concern regarding a Heritage Oak tree in her backyard that has some overhang onto the property in question. She reported that she had consulted an arborist about the possibility of safely trimming the tree. Her other concern is the amount of fill that was placed into a split lot across from her that has created a water issue.

Mayor Brown opened the floor for public comment.

Mr. Roth swore in Tom Gibbons, 1707 Forest Avenue, Neptune Beach. Mr. Gibbon advised that the buyers of the lot have no intention of chopping down the tree. He added that they would like to trim it and enjoy the tree being there.

There being no further comments, the public hearing was closed.

Councilor Messinger stated he is the owner of a 40-foot lot. He then stated he shared many of the concerns expressed earlier tonight. There is the cookie-cutter nature and the drainage issues from both the crumbling infrastructure and development. He remarked that it was his understanding that this is a quasi-judicial vote and not a policy vote. He requested the City Attorney explain the Council's position.

Mr. Roth explained that the Council is acting as a quasi-judicial body on a specific application and not a legislative position where they would be setting policy. He added there are opportunities, such as imposing a moratorium, on the legislative side. Now is not the time for that consideration. He continued that according to City staff, the application complies with the requirements of the Code and that is what is important for this analysis.

Councilor Messinger reported that he would be bringing the moratorium of the replatting of lots to the Land Use and Parks Committee this month.

Councilor Chin stated that this application meets the technical requirements for the platting with the 40-foot limit and the minimum square footage requirements. He added that it may not be in the spirit of what the Comprehensive Plan has outlined but it does meet the technical requirements.

Vice Mayor Jones mentioned that the opportunity to update Table 27-229-1 of the Code of Ordinances will be taking place as we go through the Code rewrite and Comprehensive Plan update. Part of this issue is to rectify inconsistencies and to make sure the Code itself articulates the vision that we have. As a quasi-judicial matter, the application has to be supported.

Councilor Wiley questioned how many lots in the City could be divided. Ms. Turner stated there were quite a few and there was a chart and she would provide that. Councilor Wiley added that the application does meet the Code.

Made by Messinger, seconded by Jones.

MOTION:

TO APPROVE CDB 19-09, REPLAT OF 214-216 BOWLES STREET INTO TWO (2) LOTS.

Roll Call Vote:

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

MOTION CARRIED

CDB 19-10,
Development
Permit

CDB 19-10, Application for development permit review as outlined in Chapter 27, Article 2 of the Unified Land Development Code of Neptune Beach for Margaret Cornelius for the property known as 0 Atlantic Blvd. (173326-0000). This property is a vacant parcel on the south side of Atlantic Blvd, adjacent to 1552 Atlantic Blvd. in the C-2 zoning district. The applicant is proposing to a new commercial building approximately 1600 square feet and parking.

Ms. Turner explained this vacant property is located where the billboard is on Atlantic Boulevard and is in the C-2 zoning district. She continued that the applicant, Margaret Cornelius, is requesting to build a 1,600-square foot office building for professionals. There would be six offices that have a common entrance and shared restrooms. The Code allows for professional offices so no variances are being requested. There is a lease in place for the billboard. The property does not have water and sewer and the applicant

would provide those at her expense. The CDB heard the application on August 14, 2019 and it was approved by a 7-0 vote.

The applicant, Margaret Cornelius, 218 Bay Street, Neptune Beach, stated she has a contract for the property. The current owner of the property is in negotiations with Clear Channel to have the billboard removed sooner. She is a contractor and will have her own office there. She has no plans to remove any trees. She wants to improve the City not take away from it.

Councilor Wiley questioned if she would still build if negotiations were not made and the billboard remain. Ms. Cornelius answered she would and had been shown how to design the building to have no impact on the billboard and keep the setbacks.

Richard Allen, 135 Saltwind Circle, Neptune Beach, stated he had been sworn in. He advised he had submitted a statement. He explained that he just wanted to ensure that Ms. Cornelius did not circumvent the process. He expressed that Neptune Beach is unique and its survival depends on saving trees. He mentioned the state legislature has now curtailed the City's authority. The applicant would have to destroy trees to install the driveway, water and sewer. Mr. Allen remarked that preserving the trees and the air is far more important than a speculative business project.

Mayor Brown opened the floor for public comment. There being no comments, the public hearing was closed.

Councilor Chin stated he does not have a particular antipathy for this project, however, he is concerned with the incomplete nature of the application. He added when he was chair of the CDB, the applications were complete and had full sets of plans. The plans would outline where the building, concrete and landscaping would be and what kind of impact it would have on the parcel. This application has a vague idea of a building and he is troubled that this could be approved without more detail.

Ms. Turner explained the application was complete and this is the layout the applicant would be locked into where the building is on the piece of property.

Councilor Messinger agreed with Councilor Chin and he understands that this application meets the technical and legal requirements that we have in place. This goes back to looking at our Comp Plan and Codes and what we require of applicants. This is another example that speaks to why moving forward with the Code rewrite and having a professional firm such as Dover, Kohl & Partners is important. He commended Ms. Cornelius on the quality of work on her projects. He expressed concern about other applications and the completeness of the requirements.

Vice Mayor Jones stated that part of the Code rewrite is a clear review process. He stated this project would be a marked improvement.

Councilor Wiley stated the City has always has been at this particular point in a development order. The application meets all of the requirements in the Code.

Mayor Brown stated that the City is in the process of looking at the Code and making changes. This application meets everything in place right now.

Mr. Roth advised that the change in the legislature Mr. Allen mentioned applies to residential property only.

Made by Messinger, seconded by Jones.

MOTION: **TO APPROVE FINAL DEVELOPMENT ORDER FOR CDB 19-10**

Roll Call Vote:

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

MOTION CARRIED

CDB V19-11,
Variance

CDB V19-11, Application for variance as outlined in Chapter 27, Article 8 of the Unified Land Development Code of Neptune Beach for Meatball Enterprises, LLC and Nicole & Derek DeLoreto for the property known as 0 Poinciana Road (RE#173340-0000) This property is a vacant parcel on the south side of Poinciana Road in the C-2 zoning district that abutting 2130 Florida Blvd. The request is to vary Table 27-229-1 to both side yard setback to build a commercial building in the future.

Ms. Turner explained this is a variance for a property behind the J. Wendel Fargis Lodge on Florida Boulevard in the C-2 zoning district. The applicant is asking to build a wider building instead of a longer building. He is requesting the setbacks from 15 feet to 10 feet on each side. There are no utilities and the road is not paved. The applicant would be required to install all utilities and pay for their portion of paving the roadway adjacent to the property.

The applicant was not present.

Mayor Brown opened the floor for public comment. There being no comments, the public hearing was closed.

Made by Messinger, seconded by Wiley.

MOTION: **TO DENY CDB V19-11**

Roll Call Vote:

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

MOTION CARRIED

ORDINANCES / NONE

OLD BUSINESS / NONE

NEW BUSINESS

Res. No. 2019-08,
Stormwater Utility
Rate

Resolution No. 2019-08, A Resolution of the City Council of the City of Neptune Beach, Florida Establishing a Stormwater Utility Rate and Providing an Effective Date.

Councilor Chin reiterated that the City has to make changes to become more resilient in the face of coastal storm events. Hurricane Dorian should have been a wake-up call to start doing things to improve our stormwater infrastructure.

Councilor Messinger agreed with Councilor Chin and stated that this issue has been looked at extensively with City staff and Marcel Dulay with Parsons Engineering. He

expressed that the City's infrastructure is in a bad predicament and a lot of it is dated back to the 1930s. The City is still in a deficit as the rate was not increased as previously recommended by the engineers. This is comprehensive as it looks at large capital plans that the City can benefit from with neighboring FDOT projects. This is the most conservative plan before the Council to protect the City's independence. He added that when the City is assessed for insurance rates, the actuaries base that on the entire City's flooding and stormwater. He stated it makes sense and is the right thing to do for Neptune Beach.

Vice Mayor Jones stated that this boils down to making an investment and the City needs to start making necessary infrastructure investments or the City would cease to be a viable, self-sufficient City.

Councilor Wiley expressed that there are infrastructure improvements that need to be made, however going from \$8.00 to \$18.41 is going to the extreme for homeowners. He stated there are projects and maintenance that can be done. He did not see anything wrong with asking the City of Jacksonville for help with these projects. Grants should be also be looked at. Florida Boulevard is a major project that could be started on and then prioritize the projects over a period of time.

Mayor Brown stated that the City would be looking at grants that would then be applied to reducing this in the future. The City has catching up to do and this is the right direction to do that.

Councilor Messinger advised that the City has a Stormwater Utility Trust Fund for all of the fees and charges collected by the stormwater utility.

Made by Jones, seconded by Messinger.

MOTION: **TO ADOPT RESOLUTION NO. 2019-08**

Made by Wiley.

AMENDED MOTION: **TO STRIKE \$18.41 AND INSERT \$12.00 AND STRIKE \$26.59 AND INSERT \$21.00**

AMENDED MOTION FAILED FOR LACK OF A SECOND.

Roll Call Vote: (Original Motion)

Ayes: 4-Chin, Messinger, Jones, and Brown

Noes: 1-Wiley

MOTION CARRIED

Councilor Chin stated that there is always the opportunity to lower the rates should the City's financial situation improve.

Mayor Brown advised that the City would be aggressive and looking for opportunities to subsidize these projects, especially resiliency.

Councilor Wiley expressed that the rates could be rolled back. He stated that should not be the approach.

Councilor Messinger reported the City had been looking for grants for some of these stormwater improvements for four years. He agreed with Vice Mayor Jones that the City

needs to be self-sufficient and no one is making this vote with the idea that it would be rolled back.

Councilor Wiley stated that the City had received a grant for stormwater for \$375,000 and still waiting to use it.

Res. No. 2019-09, Historical Marker

Resolution No. 2019-09, A Resolution of the City Council of the City of Neptune Beach, Florida, Regarding Installation of a Historical Marker Commemorating the Girl Scouts' Beaches Little House in Jarboe Park.

Made by Messinger, seconded by Chin.

MOTION: **TO ADOPT RESOLUTION NO. 2019-09**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Res. No. 2019-10, CDB Members

Resolution No. 2019-10, A Resolution of the City Council of the City of Neptune Beach, Florida, Appointing Members to the Community Development Board.

Made by Chin, seconded by Wiley.

MOTION: **TO ADOPT RESOLUTION NO. 2019-10**

Roll Call Vote:

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

Noes: 0

Mayor Brown thanked all of the members of the CDB for the hard work that they do.

MOTION CARRIED

Tax Auditing Agreement

Agreement for Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services.

Made by Messinger, seconded by Wiley.

MOTION: **TO APPROVE THE AUDIT SERVICES AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS TO FUND BUSINESS PERSONAL PROPERTY TAX**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Paid Parking Agreement Interlocal Agreement

Interlocal Agreement for Paid Parking Program at Beaches Town Center. Mr. Roth stated that he had received a request to remove the word "he" from the third paragraph in Exhibit A of the agreement. He reported there was some rewriting to the original version as the order of events had changed. He and the Atlantic Beach City Attorney have put together

what they think is a solid, cooperative effort to roll out the program for the Cities. It contemplates hiring a parking administrator and addresses how the money would be split. It addresses the money that Neptune Beach will keep and how it would affect the budget each year and making adjustments in accordance with the ordinance. He stressed the importance of the termination clause in Section 13.

Councilor Wiley questioned if there was anything in the agreement or the ordinance that limits the parking program to the Central Business District (CBD) and inquired about the changing of fees.

Mr. Roth explained that Exhibit A of the agreement includes a map showing the locations of the parking. Exhibit A provides that is subject to change by approval of Council. The City Managers are authorized to change the fees. Mr. Roth also added that changing fees do not require approval of Council. He continued that there is a note stating that the contents of Exhibit A are subject to change based on decisions of Council.

Councilor Chin questioned when the parking program can go into effect after both Cities adopt the agreement.

Mark Rimmer, Parking Consultant, answered that the soft rollout could begin within three days after it is signed and executed. It is on the Atlantic Beach agenda for tonight.

Made by Messinger, seconded by Jones.

MOTION: TO APPROVE THE INTERLCOAL AGREEMENT FOR PAID PARKING

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

MOTION CARRIED

COUNCIL COMMENTS

Councilor Messinger clarified that the City did receive a grant for a little over \$300,000. That project costs \$1.049 million leaving a shortfall which would lead to further deficits. The City has been applying for the full assessment in order to complete the project.

Mr. Rimmer confirmed that the parking website, www.northbeachsparkng.com, would be updated and that the soft rollout would not have aggressive fining but would be a 30-day education process.

Adjournment

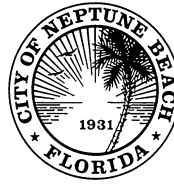
There being no further business, the meeting adjourned at 7:28 p.m.

Attest:

Elaine Brown, Mayor

Catherine Ponson, City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 16, 2019 AT 6:00 P.M.
COUNCIL CHAMBERS, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Meeting of the City Council of the City of Neptune Beach was held Monday, September 16, 2019, at 6:00 p.m. in the City Hall Council Chambers, 116 First Street, Neptune Beach, Florida

Attendance	<p>IN ATTENDANCE:</p> <p>Mayor Elaine Brown Vice Mayor Fred Jones(via phone) Councilor Kerry Chin Councilor Josh Messinger Councilor Scott Wiley</p> <p>STAFF:</p> <p>Interim City Manager Leon Smith City Attorney Zachary Roth Chief of Police Richard Pike Finance Director Peter Kajokas Code Compliance Supervisor Piper Turner City Clerk Catherine Ponson</p>
Order Call/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. Councilor Messinger led the Pledge of Allegiance.
Ordinance 2019-08 Final Millage Rate	<p><u>ORDINANCE NO. 2019-08, ADOPTING FINAL MILLAGE RATE, SECOND READ AND PUBLIC HEARING:</u> AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING FINAL MILLAGE RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; SETTING FORTH CERTAIN INFORMATION REGARDING "ROLLED-BACK RATE"; DIRECTING THE CITY MANAGER TO ADJUST THE ADOPTED MILLAGE RATES IN THE EVENT OF CHANGES IN THE ASSESSMENT ROLL AND TAXABLE VALUE; AND PROVIDING AN EFFECTIVE DATE.</p>
TRIM	Mayor Brown read "for the record" the Truth in Millage (TRIM) as follows: "This is the millage public hearing for the City of Neptune Beach, Florida. The "rolled-back" rate for the City of Neptune Beach is 3.1732 mills. The rate to be adopted reflects a 6.06% increase over the "rolled-back" rate. The rate that is to be levied in this ordinance by the City Council is 3.3656. This is the same rate levied by the City last year, not the higher rate proposed on your Notice of Proposed Property Taxes from Duval County."
Public Hearing Millage Rate	Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Messinger, seconded by Wiley.

MOTION: **TO APPROVE ORDINANCE 2019-08, ADOPTING FINAL MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020**

Roll Call Vote:

Ayes: 4-Chin, Messinger, Wiley, and Brown.

Noes: 0

MOTION CARRIED

Ordinance
2019-09
Final Budget
FY2020

ORDINANCE NO. 2019-09, ADOPTING A FINAL BUDGET, SECOND READ AND PUBLIC HEARING: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A FINAL BUDGET AND APPROPRIATE FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

Public
Hearing
Budget

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 APPROVE ORDINANCE 2019-09, ADOPTING FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020**

Roll Call Vote:

Ayes: 4-Messinger, Wiley, Chin, and Brown.

Noes: 0

MOTION CARRIED

Adjournment

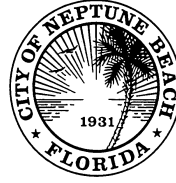
There being no further business, the meeting adjourned at 6:04 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
FOLLOWING SPECIAL BUDGET MEETING
MONDAY, SEPTEMBER 16, 2019, 6:04 P.M.
NEPTUNE BEACH 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, September 16, 2019, at 6:04 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Fred Jones (via phone)
 Councilor Kerry Chin
 Councilor Josh Messinger
 Councilor Scott Wiley

STAFF:

Interim City Manager Leon Smith
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Finance Director Peter Kajokas
 Deputy Public Works Director
 City Clerk Catherine Ponson

**Call to
 Order/Pledge
 of Allegiance**

Mayor Brown called the workshop meeting to order at 6:00 p.m.

AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE

CITY MANAGER REPORT

**City Manager
 Report**

Interim City Manager Leon Smith reported:

- Three interviews for Community Development Director would be conducted this week.
- The Transportation and Public Safety and Land Parks Committees would meet on the morning of Wednesday, September 18.
- Dover, Kohl & Partners would be here also on Wednesday, September 18 for a City tour and scoping discussion.
- The electronic timekeeping should be installed and running by mid-October.
- The FDOT project is progressing.

**Police Chief
 Report**

Police Chief Richard Pike reported that the dispatch remodel is halfway completed. Fletcher High School homecoming parade would be on Monday, September 23.

**City Attorney
 Report**

City Attorney Zachary Roth reported that the Paid Parking Interlocal Agreement is on the City of Atlantic Beach's, Monday, September 23, 2019 agenda. It had been tabled earlier to have more questions answered.

Councilor Messinger wanted to make sure that Parking Consultant Mark Rimmer is available to answer any questions in order to ensure transparency throughout this process.

COMMITTEE REPORTS

Land Use and Parks	Committee Chairman Messinger reported that his committee would meet on Wednesday, September 18, 2019 at 10:00 a.m. to discuss Jarboe Park. He also stated that he would be discussing the introduction of legislation by himself and Councilor Chin regarding the R-4 zoning district imposing a moratorium on lot splits until Dover, Kohl can assess the situation.
Transportation and Public Safety	Committee Chairman Jones reported that his committee would meet on Wednesday, September 18, 2019 at 9:00 a.m. and is developing a Complete Streets CIP, with respect to pedestrian and bicycle safety. A map is being prepared to identify hot spots that can be reviewed to look at potential locations for various projects.
Finance/Boards/Charter Review	Committee Chairman Wiley reported his committee would meet next month.

PUBLIC COMMENTS

Public Comment	Bee Jay Lester, 907 Second Street, Neptune Beach, requested a system be put in place to way to check on the elderly on a regular basis.
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PROPOSED ORDINANCES / NONE

CONTRACTS / AGREEMENTS / NONE

ISSUE DEVELOPMENT

City Manager Search Process	<u>City Manager Search Process Update.</u> Jim Hanson, Florida City and County Managers Association Advisor, encouraged the Council to move ahead and make decision to interview the five candidates that stand out. He encouraged Council to pick a date and an assessment process. He also suggested a tour and meeting other City staff.
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Councilor Wiley suggested bringing in the top three in order to do this in a two-day process. He also stated he would like to meet them one-on-one.

Councilor Messinger recommended interviewing the top five candidates and having the process on a Friday and Saturday would be more conducive for travel arrangements.

Councilor Chin agreed to interview the top five and going into the weekend would allow them to only take one day off and it would give them a chance to see the nature of Neptune Beach.

Vice Mayor Jones agreed that the weekend would give ample time to go through the interview process.

Mayor Brown summarized that the candidates would arrive on Thursday, October 10, and begin the process on Friday, October 11, and continue into Saturday, October 12.

COUNCIL COMMENTS

Vice Mayor Jones commented on the importance of the upcoming process of the Comprehensive Plan and Land Development beginning with the visioning process. He added that the moratorium of the R-4 zoning district lot splitting is a good thing as part and parcel to this effort.

Adjournment There being no further business, the workshop meeting adjourned at 6:31 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



A Berkshire Hathaway Company

Proposal Submitted To Neptune Beach City Hall		Attention Jeffrey Paul		Phone (904) 270-2420	Fax () -	Date 09/26/19
Proposal Name All office, Chamber & Corridor				Job Name All office, Chamber & Corridor		Job # 113101
Street 116 First Street				Job Street 116 First Street		Proposal ID 126880
City, State and Zip Neptune Beach, FL 32266	Architect Sourcewell SC	Date of Plans	Add #	Job City, State and Zip NEPTUNE BEACH, FL 32266	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Diffuse EW24/Disperse	TBS/To Be Selected	490.66	SY	\$20.67	\$10,141.95
N5000 Pressure Sensitive Adhesive		5.00	Each	\$79.54	\$397.70
Carpet Tile Installation		490.00	SY	\$6.60	\$3,234.00
Carpet Removal		490.00	SY	\$3.30	\$1,617.00
Carpet Disposal		490.00	SY	\$1.21	\$592.90
Base - Install 4"		1,080.00	LF	\$1.32	\$1,425.60
Open Market - Furnish 4 1/2" Rubber Base		1,080.00	LF	\$1.77	\$1,911.60
Furniture Remove and Replace		75.00	Hour	\$60.50	\$4,537.50
Skim Coat		4,410.00	SF	\$0.74	\$3,263.40
Rubber Stair Nosing 1 Piece		1.00	Each	\$51.14	\$51.14
Estimated Freight		1.00	Each	\$705.16	\$705.16
Base Bid Total:					\$27,877.95

Proposal Inclusions and Exclusions:

1. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped. Crystal Zachery
2. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
3. Local Contact: Cindy.Kampfe@shawinc.com-Installation Partner: 9680 Contract Carpets
4. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
5. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
6. All pricing is based on work being completed during normal working hours.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. 52100000-16-ACS
10. Sourcewell / NJPA Contract# 121715

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120
Proposal ID: 126880



Phone: () -
Fax: () -

A Berkshire Hathaway Company

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Crystal Zachary Crystal Zachary \$27,877.95
Email: crystal.zachery@shawinc.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: Neptune Beach City Hall Signed: _____ Date: _____

Prepared by and Return to:
John C. Sawyer, Jr., Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

SIXTH REVISED INTERLOCAL AGREEMENT AMONG THE CITY OF JACKSONVILLE, FLORIDA; THE CITY OF ATLANTIC BEACH, FLORIDA; THE CITY OF JACKSONVILLE BEACH, FLORIDA; THE CITY OF NEPTUNE BEACH, FLORIDA; AND THE COMMANDER, U.S. NAVAL STATION MAYPORT, U. S. NAVY FOR CONDUCT OF THE SEA AND SKY AIR SHOW.

THIS SIXTH REVISED INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the _____ day of _____, 2019 by and among the below-listed parties and supercedes the original Interlocal Agreement by and among the parties made and entered into March 12, 2001, as revised for the first time on October 9, 2003, as revised for the second time on August 4, 2005, as revised for the third time on November 2, 2007, revised for the fourth time on October 28, 2009, and REVISED FOR THE Fifth time on October 15, 2015 and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the “Effective Date”). The parties to this Agreement are:

THE CITY OF JACKSONVILLE, FLORIDA, a consolidated municipal/county government, making the General Services District within the territorial boundaries of Duval County, Florida (hereinafter referred to as “JACKSONVILLE”), pursuant to authority in Section 111.105, *Ordinance Code*; and

THE CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as “ATLANTIC BEACH”); and

THE CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as “JACKSONVILLE BEACH”); and

THE CITY OF NEPTUNE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as “NEPTUNE BEACH”); and

THE COMMANDER, U.S. NAVAL STATION MAYPORT, UNITED STATES NAVY (hereinafter referred to as “CNSM”).

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IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. SUMMARY. This Agreement defines the covenants and responsibilities governing the Sea and Sky Air Show, to be held on October 25 - 27, 2019 (hereinafter sometimes referred to as the “Event”, as the context allows). It is an extended celebration of city events, United States Armed Services activities and family entertainment programs to be held periodically in the Jacksonville area. The primary goals of the Event are to foster positive community relations and to support military recruiting efforts. The Event is intended to be an annual regional attraction with air show sites alternating between Naval Air Station Jacksonville and the Jacksonville Beach Oceanfront (this Agreement shall pertain exclusively to Events held at the Jacksonville Beach Oceanfront).

2. PURPOSE. This Agreement formally creates a relationship among the parties for the following purposes:

2.1. To provide JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and neighboring beach cities/communities along with the high concentration of Naval commands and their service members a celebration that showcases the military’s presence in the region.

2.2. To foster positive community relationships by (a) creating an opportunity for long term, mutual cooperation and commitment among city governments and Naval commands to conduct a bi-annual event of regional attraction at an opportune time of year for the cities and their business communities; and (b) supporting Armed Service recruiting by offering an exciting

family entertainment program which may include an air show and a demonstration of military capabilities.

3. RESPONSIBILITIES. The parties shall have the following responsibilities, which may be supplemented or more specifically defined as necessary, from time to time, for the conduct of the Event:

3.1. JACKSONVILLE:

3.1.1. *Special Events Production and Coordination.* The Office of Special Events (hereinafter referred to as the “OSE”) represents JACKSONVILLE’s interests and shall provide special events production expertise and coordination for the Events held at the Jacksonville Beach Oceanfront. The OSE will share in the responsibility of arranging and conducting the Sea and Sky Air Show with ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and CNSM.

3.1.2. *Event Promotion.* JACKSONVILLE shall have the overall responsibility for promoting the Event as a regional attraction.

3.1.3. *Monetary Contribution.* Subject to an appropriation of funds therefore by the Jacksonville City Council, JACKSONVILLE will provide and fund various services necessary to produce the Event. Such services shall include police, private security, fire and rescue support services, advertising and marketing, Jacksonville Transportation Authority shuttles, air show consultant, air show acts, sound and entertainment, VIP area, liability insurance and event maintenance (collectively and individually referred to as the “JACKSONVILLE Services”). JACKSONVILLE may provide services in addition to the above JACKSONVILLE Services, to the extent that such additional services become necessary to produce the Event; *provided however*, such additional services shall not be provided or required hereunder unless and until such time as this Agreement is amended, in writing, for the inclusion of such additional services.

3.2. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH:

3.2.1. *Monetary Contribution.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH are not required to contribute any sponsorship funds for the 2019 Sea and Sky Air Show.

3.2.2. *Support Services.* Within their respective city limits, and/or as the need may require, ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall provide and fund parks and public works staffing, police, fire and rescue support services for the Sea and Sky Air Show, including, without limitation, police services, crowd and traffic control, parking and refuse collection at the request of JACKSONVILLE. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH recognize and acknowledge that crowd sizes and logistics, as well as financial considerations, may require joint sharing of these

responsibilities and expenses as matters develop, and agree to cooperate, in good faith, to reach equitable sharing arrangements as such prove to be necessary. JACKSONVILLE shall provide and fund staffing police, fire and rescue support services only to the extent that the circumstances surrounding the Sea and Sky Air Show require supplementing such services, as determined by JACKSONVILLE, in its sole and exclusive discretion.

3.2.3. *Sea and Sky Air Show Facility.* JACKSONVILLE BEACH shall provide property for the Sea and Sky Air Show as set forth in Exhibit A attached hereto and incorporated herein by this reference. The aforementioned property shall be sufficiently available for the placement of tents, display booths, and other festival requirements as necessary and approved by the JACKSONVILLE BEACH City Manager and shall be consistent with JACKSONVILLE BEACH's Code of Ordinances and items as set forth in Exhibit A.

3.2.4. *Responsibility for Sea and Sky Air Show.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH City Managers or their designated representatives shall share responsibility for arranging and conducting the Sea and Sky Air Show with JACKSONVILLE's OSE and CNSM; *provided however*, said OSE shall have the final or ultimate decision making authority, subject only to Section 3.2.3. above.

3.2.5. *Event Promotion.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall have secondary responsibility and secondary approval authority for promoting the Event as a regional attraction.

3.3. NAVY/CNSM:

3.3.1. *Air Show Responsibility.* The Commanding Officer of Naval Station Mayport (hereinafter referred to as "NSM") has primary responsibility for activities conducted for the Air Show at NSM and is charged with support of the Sea and Sky Air Show by staging performing aircraft and by cooperating with JACKSONVILLE to arrange and conduct the military demonstration at the Sea and Sky Air Show.

3.3.2. *Prohibition Against Use of Funds.* In compliance with federal regulations, fiduciary support raised on base via Naval Station Morale, Welfare and Recreation Non-appropriated Fund Activities may not be used to support external activities.

4. JACKSONVILLE SEA AND SKY AIR SHOW OCEANFRONT AIR SHOW COMMITTEE.

4.1. There shall be created a Sea and Sky Air Show Committee (hereinafter referred to as the "Committee") with membership of the parties and shall operate as follows:

4.1.1. *Membership.* JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and the Commanding Officer of Naval Station Mayport each shall have membership on the Committee. This Committee shall advise JACKSONVILLE on the production of the Sea and Sky Air Show. This includes, but is not limited to, hiring of sponsorship/advertising companies and/or air show consultants; *provided however*, the Commanding Officer of Naval Station Mayport shall have no responsibility or involvement whatsoever with sponsorship matters.

4.1.2. *Final Authority.* The parties agree that decisions of the OSE, as to accounting, expenditures, marketing, staging, logistics, placement, consultants, contractors, vendors, scheduling, coordination and all other matters related to and/or contemplated herein, shall be final, except for: (a) any decision that may adversely impact the ability of ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH to provide normal city services, including, but not limited to Police, Fire and Rescue, as determined by the City Managers of those cities; and (b) activities occurring on Navy property or involving Navy equipment or personnel; only as to activities on Navy Property or involving Navy personnel or equipment, shall the decisions of CNSM, as delegated above in Section 4.1.1, be final.

4.2. *Funding and Fund Carryovers.* JACKSONVILLE (excluding the Commanding Officer of Naval Station Mayport, as provided above) shall have the exclusive right to conduct sponsorship campaigns and enter into sponsorships in connection with the Sea and Sky Air Show. In addition to such funding and sponsorship campaigns, the parties (except for CNSM) may elect, but are not obligated to provide additional financial support for the Sea and Sky Air Show. In the event a party contributes funds to the City under this Agreement, and there is a surplus of funds available on final funding, from the Sea and Sky Air Show, such surplus shall be held by JACKSONVILLE, for available use in the next scheduled Sea and Sky Air Show, unless such event will not take place the following term or JACKSONVILLE determines specific other uses for such surplus funds.

5. TERM OF AGREEMENT. This Agreement shall have an approximately four (4) month term, commencing from the Effective Date to December 31, 2019, unless subsequently amended. This Agreement may be renewed by written agreement by all parties.

6. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Official Records of Duval County, Florida, as required by Section 163.01(11), Florida Statutes. Such recording shall be perfected by the Office of General Counsel for JACKSONVILLE.

7. TERMINATION. Any party may withdraw from this Agreement, without cause, by giving ninety (90) days advance written notice to the other parties, by certified mail return receipt requested or by other delivery with written receipt. Such advance written notice shall be sent to the party representative or successor as shown on the signature pages, to the addresses stated thereon. If the remaining parties so desire, they may continue this Agreement, as to its terms and conditions, by formal, mutual execution of a letter agreement memorializing the same.

8. MAXIMUM INDEBTEDNESS. No funds are encumbered in connection with this Agreement. All parties hereto shall be responsible for all costs and expenses incurred in connection with the performance of their respective obligations under this Agreement.

9. SEVERABILITY. If any part of this Agreement is found by a court of competent Jurisdiction to be unlawful or otherwise unenforceable, such part shall be deemed to be severed from this Agreement and the remaining parts shall continue to have full force and effect.

10. SECTION HEADINGS. All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

11. CONSTRUCTION. The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentum*" shall not be applied to the interpretation of this Agreement.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto for their responsibilities with respect to the Event. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. COUNTERPARTS. This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

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EXHIBIT A

Event Site:

City Limits of Jacksonville Beach; Specifically, but not limited to upon mutual agreement in writing, use areas are:

- The Jacksonville Beach Pier Parking Lot.
- Latham Plaza.
- Seawalk Pavilion Lawn and Stage.
- The parking Lot between 3rd and 4th Avenue N and 1st Street N by the Ritz.
- (20) spaces in the parking lot between 3rd and 4th Avenue N and 2nd Street N.
- The Municipal Parking Lot between Beach Blvd. and 1st Avenue N and 1st Street N and 2nd Street N.
 - JACKSONVILLE BEACH employees must find alternate parking.
- 1st Street N between the northern most entrance to the “Four Points by Sheraton Jacksonville Beachfront” and 1st Avenue N.
- The Lot behind Campeche Bay will be used to offset business employee parking, this will be managed by JACKSONVILLE BEACH.

Setup:

City of Jacksonville shall have exclusive use of the above Event Site use areas beginning Monday October 21, 2019 at 6:00 a.m. for event setup. JACKSONVILLE will inform JACKSONVILLE BEACH of a detailed setup schedule no later than October 4, 2019 and some event site use areas may not be needed beginning as early.

Teardown:

City of Jacksonville shall be complete with event teardown within the above Event Site use areas no later than Wednesday October 30th at 10:00 a.m. All areas shall be left clean and free of any event related debris or materials by the conclusion of teardown.

Food: All Food vendors may be inspected by the Florida Division of Hotels and Restaurants and Jacksonville Fire and Rescue Department prior to opening to ensure they are in compliance. A schematic of food vendor set up to be provided two weeks prior to the event with the understanding that last minute changes may occur. Food vendors must be set up and ready one hour prior to the event start.

Additional Barricades:

JACKSONVILLE and JACKSONVILLE BEACH, along with CNSM will provide additional barricades.

Garbage:

JACKSONVILLE will provide personnel and garbage trucks, garbage cans and bags to dispose of all garbage within the Event Site use areas from setup through teardown.

Alcohol:

JACKSONVILLE will provide JACKSONVILLE BEACH with a copy of the alcohol beverage license and locations of all sales. All areas selling/serving alcoholic beverages must be fenced off with signage stating NO ALCOHOL BEYOND THIS POINT per JACKSONVILLE BEACH Special Event Policy. Last call must be 30 minutes prior to the end of the event and sales cease 15 minutes prior to the end.

Road Closures:

JACKSONVILLE and JACKSONVILLE BEACH will mutually agree on all road closures. 1st Street N between the northern most entrance to the “Four Points by Sheraton Jacksonville Beachfront” and 1st Avenue N must be fully closed October 24, 2019 at 8:00 a.m. through October 28, 2019 at 8:00 a.m. JACKSONVILLE will only close this portion of the road overnight if needed for the event.

Beach Use:

The beach will be open to the public for this event, including swimming. It is the responsibility of JACKSONVILLE BEACH to maintain garbage, including the garbage cans, on the beach anywhere from the dunes eastward.

Beach Driving:

Only JACKSONVILLE BEACH city personnel and CNSM personnel may drive on the beach.

Contacts:

JACKSONVILLE and JACKSONVILLE BEACH to provide a comprehensive list of all key personnel.

1. FEES:

JACKSONVILLE BEACH waives all fees for this event.

Per JACKSONVILLE BEACH Special Events Policy, no paint or spray paint, other than marking chalk to layout event setup, shall be used on the Facility Rental Area, City Facilities, event routes, sidewalks, roads, right-of-ways or other public property. Event organizer/producers who fail to remove such substances prior to the post-event site walkthrough will be billed for the cost of removing them.

2. SCHEDULE OF ACTIVITIES:**Event**

Friday October 25: 9:00 a.m. – 4:00 p.m.

Saturday October 26: 11:00 a.m. – 4:00 p.m.

Sunday October 27: 11:00 a.m. – 4:00 p.m.

The above times do not account for any weather delays. JACKSONVILLE and JACKSONVILLE BEACH will mutually agree in their reasonable discretion on any extensions due to delays from weather.

3. GENERAL RULES

- a) The event area and layout must ensure unrestricted access to the site for emergency vehicles.
- b) A 10' fire lane must be maintained inside the blocked street portion(s) to ensure that the barricades can be moved and emergency vehicles have easy access in the event of an emergency. Fire hydrants within the area must be left unobstructed for easy access.
- c) No vehicles may be driven on the grass at Latham Plaza or Seawalk Pavilion. Vehicles may be driven on the major paver sidewalks running east/west through the venue.
- d) In-ground staking of snipe signs and banners known as thunder flags, teardrop or feather banners are NOT allowed on City right-of-ways.
- e) Staking is NOT allowed in the Latham Plaza/Seawalk Pavilion area, streets, or municipal parking lots. Tents, inflatables, feather banners etc. must be weighted, not staked, to be secured to the ground. The securing of signs, banners, tents, inflatables, etc. to any landscape or hardscape is NOT permitted.
- f) No trenching is permitted.
- g) No releasing of any type of balloons is permissible.

4. AMPLIFIED MUSIC:

Ambient music may be played within the event area.

Permitted Hours: 10 AM – 4:30 PM. Sound and decibel levels are permitted and limited to a noise level not to exceed 85dB (A) more than three (3) times in any continuous 60-minute period when measured by a sound level meter meeting National Standard Specifications. The measurement is made at any point outside the property line from where the noise is transmitted. Permission is contingent upon the Police Department's

ongoing evaluation of compliance with the City's noise ordinance (Chapter 18 NOISE) and the impact on the neighborhood. If complaints are received, you may be required to turn the noise level down. If compliance is not maintained, you may be required to cease all amplified sound.

All music/sound must cease by 4:30 PM unless the event is extended due to a weather delay.

5. ALCHOLIC BEVERAGES:

Only beer and wine products can be sold. No hard alcohol is allowed. Selling, distributing, or consumption of hard alcoholic beverages is strictly prohibited. **JACKSONVILLE must bring the alcohol license application to the Director of Planning and Development for his signature at City of Jacksonville Beach City Hall located at 11 North Third Street, Jacksonville Beach, Fl. 32250 along with a diagram of each area where alcohol will be sold.**

6. TENTS, VENDORS and BOOTHS:

All tents, vendors, and booths are subject to a fire safety inspection as outlined by the Florida Fire Prevention Code.

A complete schematic will be provided listing all vendor participants prior to the event.

All Food Vendors must place a tarp under all cooking areas and Food Trucks must have a tarp under their engine to prevent any oil drippings.

7. HEALTH AND SANITARY REQUIREMENTS:

Temporary Bathroom Facilities:

JACKSONVILLE is required to provide adequate temporary bathroom facilities for the event including facilities for handicap access. The port-o-let provider must dispose of all trash removed from the inside of toilets. This includes items/trash found when vacuuming the waste from the toilet itself. Any debris/material, etc., must be bagged and removed from the premises by the provider. No such material may be disposed of in City trash receptacles or placed on the sidewalks, grass, landscaping, hardscape, or any other part of the Event Site use area. Units may NOT be washed down on site, but must be returned to the provider's facility for cleaning.

8. SITE INSPECTION

JACKSONVILLE will designate a person to do the walk-thru and take possession of the keys.

A Pre-Walk Thru will be performed on: Monday, October 21, 2019

A Post-Walk Thru will be performed on: Wednesday, October 30, 2019

9. PUBLIC ANNOUNCEMENTS:

Public announcements must be made throughout the event to remind attendees to access the Beach via authorized Beach crossovers, to keep off the sand dunes, and not to pick sea oats per Florida State law.