AGENDA
Workshop City Council Meeting
Tuesday, February 18, 2020, 5:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. CITY MANAGER REPORT
4. COMMITTEE REPORTS
   - A. Land Use and Parks
   - B. Strategic Planning and Visioning
   - C. Transportation and Public Safety
   - D. Finance, Charter and Boards
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES / NONE
7. CONTRACTS / AGREEMENTS
   - A. Professional Services Agreement between City of Neptune Beach and Mark Rimmer, Director of RTA Consulting, Inc.
8. ISSUE DEVELOPMENT
   - A. Beaches Earth Day 2020 Event in Jarboe Park - Saturday, April 18th
   - B. City of Jacksonville Mosquito Control Division Request for Aerial Applications
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM: Professional Services Agreement between City of Neptune Beach and Mark Rimmer, Director of RTA Consulting, Inc.

SUBMITTED BY: Stefen Wynn, City Manager

DATE: February 13, 2020

BACKGROUND: On March 4, 2019, the City entered into a Professional Services Agreement with Mark Rimmer to be the Parking Consultant. The agreement was for a term of one year.

BUDGET: See Exhibit B of the Agreement (attached)

RECOMMENDATION: Discuss the Professional Services Agreement and move forward to the March 2, 2020 Regular Council Meeting.

ATTACHMENT: 1. Professional Services Agreement - Rimmer (1)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of March, 2019, by and between City of Neptune Beach, a municipal corporation pursuant to the Florida Constitution (the City), and Robert M. Rimmer as Director of RTA Consulting, Inc., a Florida corporation (the Contractor).

WHEREAS, the Contractor is engaged in the business of MANAGING AND MAINTAINING PARKING FACILITIES AND RELATED BUSINESSES.; and

WHEREAS, the City desires to enter into this Agreement with the Contractor for professional consulting services related to the City's proposed pay-for-parking plan; and

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall have a term of one (1) year beginning on March 4, 2019 unless terminated prior to that date as set forth herein.

2. Duties of Contractor. Pursuant to this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the duties and/or work described in the attached Exhibit "A".

3. Time Requirements. Pursuant to this Agreement, the Contractor shall devote such time, energy, and skill as is necessary in the performance of the duties set forth herein and attached hereto and shall periodically, or at any time, upon the request of the City, submit data as to the time requirements of work performed in connection with this Agreement.

4. Fees. The City shall pay the Contractor for services rendered in connection with this Agreement, the exact amount agreed upon in writing by the City and the Contractor, per the attached Exhibit "B". During the term of this Agreement, the Contractor shall invoice, and the City shall reimburse the Contractor for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties herein.

5. Relation of the Parties. The Contractor is retained by the City for the limited and specific purposes and to the extent set forth in this Agreement and the Contractor's relationship to the City shall, during the term of this Agreement, be that of an "Independent Contractor". The City shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the City in such manner as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the City pertaining to or in connection with any pension, retirement savings, health savings, insurance or other benefit extended to the City's employees.

6. Professional Responsibility. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong and to the laws and regulations governing the practice of the Contractor's trade in this State.

9. Indemnity. The City hereby indemnifies and holds harmless the Contractor, as permitted by State law, against any loss or liability which the Contractor may sustain by reason of performance of the duties and obligations require pursuant to this Agreement, unless the act or omission involved willful negligence or wanton conduct.

10. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice. Notice shall be considered given when received via U.S. Mail at the appropriate address as contained herein. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of serious misconduct in connection with performance of this Agreement, or materially breaches any or all provisions of this Agreement, the City may terminate the Agreement immediately and without prior written notice.

11. Notice. Notice shall be served at the following addresses:

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

RTA Consulting, Inc.
Robert M. Rimmer
221 North Hogan Street, Suite 376
Jacksonville, FL 32202

12. Income Tax Designation. In the event that the Internal Revenue Service should determine that the Contractor is, according to I.R.S. guidelines, an employee of the City subject to withholding and social security contributions, the Contractor hereby acknowledges that all payments to the made by the City to the Contractor are gross payments, and the Contractor is solely responsible for all income taxes and social security payments thereon.

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

THE CITY OF NEPTUNE BEACH, FLORIDA

By: _____ Date: 3/4, 2019
Andrew E. Hyatt
City Manager
City of Neptune Beach

Approved as to Form and Content

By: _____ Date: 3/4, 2019

RTA Consulting, Inc.

By: _____ Date: 3/4, 2019
Robert M. Rimmer
RTA Consulting, Inc.

EXHIBIT "A"
Duties and/or Work to be Performed by Contractor

General Scope of Work to be Performed

Perform duties as listed and defined to include, but not be limited to;

- Develop and implement policies and procedures for the Parking and Mobility Management Program.
- Interview, hire, train, supervise, discipline, and schedule work of staff performing parking control duties.
- Supervise assigned operations related to parking space/lot control, including provision of appropriate staff appearance and equipment; parking enforcement; public outreach and education; and handling special parking projects as required.
- Coordinate with legal staff the negotiation, implementation and administration of parking agreements with third parties.
- Advise supervisor regarding problems, unsafe lot conditions, maintenance deficiencies, signage requirements, etc.
- Devise and recommend ways to enhance the effectiveness of parking procedures to ensure maximum customer facilitation.
- Organize and implement resident parking registration program.
- Make recommendations regarding adjudication of parking tickets; issue temporary parking permits, applications and appeal forms; and accept payment for fees/fines.
- Supervise Tow and Hold program for vehicles illegally parked after expiration of time limit, as required.
- Be responsible for monitoring, procurement, and installation of all parking/traffic signs.
- Maintain necessary records, reports, and files.
- Assist in parking responsibilities during special programs and events.
- Responsible for daily reporting of parking for each area and submit reports as needed.
- Responsible for weekly collection and deposit monies.
- Respond to public inquiries and provide relevant information regarding parking protocols.
- Operate motor vehicles, radio transmitters, receivers, and/or other tools and equipment as required.

Perform other related duties as assigned to include, but not be limited to the following items/issues to be studied, reviewed and addressed for the Beaches Town Center and surrounding Beach Communities;

- **Turnover of prime storefront/on-street parking spaces** – the value of one single parking space is enough to impact the bottom line for many of the smaller retailers in the BTC. Having cars parked all day long in any of those spots, regardless of how much they might pay in parking fees would be detrimental to the businesses in the BTC.
- **Residents** – there needs to be a method to insure visitors and others coming to the BTC or beach don't start converging on residential areas. Need to understand there will be additional parking management demand for nearby residential streets, and that the needs of the residents are not necessarily the same as those of the BTC businesses. Residential Permitting which can be managed through the appropriate Parking Management software can provide an effective solution. Residents would

also have access to the Beachside Shuttle for door to door, on demand service between their homes and the various business in the BTC and surrounding area, once again delivering more foot traffic with no impact on existing parking inventory inside the BTC footprint

- **Merchant Validation Programs** – the Program needs to allow for an "across the board" validation where neither the merchant nor the customer needs to worry about exactly which lot it was or space where the customer parked. The validation application and any associated billing would be handled thru the Program Management.
- **Signage Pollution** – the Program needs to be as universal as possible in order to minimize the amount of signage. Instructions for how to use the parking need to be simple, and not something different with each block. It is desirable to have consistent signage on City Right of Way as well the Private Property lots.
- **Seamless** – the Program must be inclusive, to include as many properties and parking spaces as can be assembled under one umbrella. The BTC is too compact to have multiple operations where the rules, rates, hours of operations and payment options vary from one block to the next.
- **Friendly, Professional and Reassuring** – the staff/attendants physically running the Program will, in many cases be the first and/or last opportunity to insure the customer/visitor has a positive impression of their visit to the BTC. They need to not only be Parking Enforcement, but also serve as Ambassadors who are able to assist our visitors, customers, employees and others with any issues that might arise, or to answer any questions they may have. We cannot have these positions filled with un-skilled, poorly trained, inexperienced entry level personnel. Their importance requires they have some professional training and experience in customer service, and the maturity to handle a variety of situations that may arise.
- **Responsive** – the Program Management needs to be available and responsive at any time during which the businesses in the BTC are open. The parkers are their customers, and so long as they are present there needs to be someone in a position of authority available.
- **Representative** – all BTC stakeholders (CONB, COAB, BTC Agency, Merchants, and Residents) should be represented and have direct input on decisions.
- **Policy Priority** – while it is understood and agreed that revenue is of key importance, it must also be understood that all of the points listed above have equal weight with revenue when policy is being developed. Parking is an asset that can benefit our communities and we need to ensure that we treat it as such.

Additional external impacts on parking to be reviewed, advised, and aid in working with the BTC stakeholders (CONB, COAB, BTC Agency, Merchants, and Residents) to include, but not be limited to;

- **Shared Parking Solution** – an inventory of existing surface level parking throughout both cities needs to be conducted to determine the available parking inventory for all existing business and new business. Parking Facility License Agreements must be entered into and a parking management service structured. A shared parking solution must be adopted by both cities to provide a logical parking solution that provides shuttle and valet to and from parking in the off-site parking inventory. In order to continue growing and maintain the charm and walkability characteristics that make the BTC desirable we need to avoid devoting valuable property to asphalt wherever and whenever feasible.
- **Beachside Shuttle** – the current Beachside Buggies service is convenient for residents, visitors and employees. The service needs to continue and be expanded as it brings more foot traffic with no traffic impact. It is critical to the success of an Employee parking program, Designated Beach Satellite Parking and events that are held within the BTC, as well as vital for residents wanting to visit the BTC.

- **Community Valet Service** – the concept of an on-demand "front door" valet service allows us to utilize peripheral parking locations for visitors and customers. As with the Beachside Shuttle this brings more foot traffic without any impact on parking inventory in the BTC footprint.
- **Beach Access Valet Service** – providing the potential for on-demand valet service for beach visitors allows us to utilize peripheral parking locations for Beach visitors. The Beach Access Valet Service would meet the beach visitor at the designated Beach Access point and help unload beach necessities from the family car and move the vehicle to the designated beach Valet parking lot. When the visiting beach family is ready to leave they simply text the valet and their family car is returned to the designated beach access point. This service would be in conjunction with the Beachside Shuttle and again brings more foot traffic without any impact on parking inventory in the BTC footprint.
- **Beach Visitors** – while those visiting the beach may not always stop in one of the BTC businesses we understand it is critical for them to have a positive impression of the area and to hopefully come back to shop or eat at another time. Many of the persons visiting the beach for the day do patronize BTC businesses already, their experience must be enjoyable. Appropriate Designated Beach Satellite Parking and the requisite Shuttle to and from the Designated Beach Satellite Parking is a necessity for all BTC businesses
- **Employee Parking Program** – employees are as critical as customers to any business, and providing safe, convenient parking at no cost to the employee is something that must be provided. Appropriate Employee Satellite Parking and the requisite Shuttle to and from the BTC Employee Parking lot is a necessity for all BTC businesses.

Management and Administrative Support Services

Management and Administrative Support Services Tasks as may be assigned from time to time by Contractor to include, but not be limited to providing data analysis services, to assist in reviewing, creating, implementing and overseeing parking and transportation operating plans and maintenance programs for hotels, retail locations, office and mixed use facilities, residential developments and neighborhoods, event venues, sports complexes and stadiums, on-street operations, government and municipal complexes, theaters, transportation centers, public recreational facilities, airports, shuttle programs, valet facilities, hospitals and medical facilities. Contractor will assist in developing alternative transportation programs, shuttle, bicycle and pedestrian programs as requested. Contractor will assist in developing and implementing marketing and other business development programs as requested. Contractor will assist in budget preparation, performance of audits, research and presentation development as requested.

Other Services To Be Provided Upon Request

Contractor shall provide support and services as requested for programs listed above, surface parking lots and garages to include, but not be limited to the provision of data analysis, administrative/bookkeeping services, clerical assistance, operations staffing as requested, provision of maintenance staff to perform routine/regularly scheduled maintenance and janitorial tasks, staff for special projects such as painting or pressure washing, staff to perform Day Porter duties and staffing as necessary to assist in all other parking and transportation related functions as requested.

All work to be performed by Contractor within the time limits specified by Contractor at time tasks are assigned.

EXHIBIT "B"
Fee Arrangement

Management and Administrative Support Services Fees

Contractor to be paid a fee equal to $24,000.00 (twenty-four thousand dollars) per year plus approved reimbursable expenses for all Consulting, Management and Administrative support services performed in conjunction with the implementation of an approved "Paid Parking Program". This fee shall cover all services associated with implementation of the Paid Parking Program for up to 1 (one) year after approval of the Paid Parking program. This fee shall be paid as follows;

- $12,000.00 (twelve thousand dollars) to be paid to Contractor upon execution of this agreement as an operating advance equal to one half of the first year's fees for services.
- Beginning March 1st, 2019 and continuing throughout the first year of this Agreement a fee of $1,000.00 (one thousand dollars) per month will be paid to Contractor. Beginning with the 1st month of the second year of this Agreement a fee of $2,000.00 (two thousand dollars) per month will be paid to Contractor.
- Approved reimbursable expenses shall be billed to Contractor monthly and shall be paid to Contractor within 30 days.

Additional Fees For Other/Ongoing Services If Requested By City

Subcontractor shall be paid a monthly fee equal to 50¢ (fifty cents) per average daily car for data analysis services, plus approved reimbursable expenses. Average daily car counts shall be determined by the average vehicle occupancy per day of the parking facilities/spaces being analyzed for the subject month.

Subcontractor shall be paid a fee equal to $17.50 per hour for clerical and staffing services, plus approved reimbursable expenses.

Subcontractor shall be paid a fee equal to $25.00 per hour for administrative/bookkeeping services, plus approved reimbursable expenses.

Other Services and associated reimbursable expenses shall be billed on a monthly basis at an agreed to rate.

Fees due to Contractor to be paid to within 30 business days of submission of approved invoices to the City.

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Beaches Earth Day 2020 Event in Jarboe Park - Saturday, April 18th
SUBMITTED BY:	JoAnn Wallace, Dig Local Network, Inc.
DATE:	February 13, 2020
BACKGROUND:	Dig Local Network, Inc., is requesting to host the 2nd Annual Beaches Earth Day Event 2020 in Jarboe Park on Saturday, April 18, 2020, from 10:00 a.m.-5:00 p.m.
BUDGET:	N/A
RECOMMENDATION:	Consider the Beaches Earth Day 2020 event and move forward to the March 2, 2020, Regular City Council Meeting.
ATTACHMENT:	1. BED 2020 Event Plan - City of NB

Celebrating the 50 Year Anniversary of Earth Day
Saturday, April 18, 2020 From 10am – 5pm

The History

Earth Day is an international event raising aware-ness of and concern for the environment. First celebrated April 22, 1970, Earth Day rallied more than 20 million Americans in support of environ-mental activities.
Earth Day is now a worldwide event which hundreds of millions of people in close to 180 countries celebrate each April 22. It represents a U.S. and international commitment to environmental security. Beaches Earth Day 2020 event is now a part of that celebration and we have partnered with the Earth Day Global Network for the 50th anniversary.

Earth Day 2020 Theme: Climate Action

Climate change represents the biggest challenge to the future of humanity and the life-support systems that make our world habitable. Unless every country in the world steps up – and steps up with urgency and ambition – we are consigning current and future generations to a dangerous future.

A Community Event

Beaches Earth Day 2020 event brings the Jacksonville and Beach area environmental community together to celebrate our vision for a sustainable future. Get inspired and connect with eco-minded comrades and learn how you can further reduce your impact on the planet and have fun doing it! This free event features vendors and exhibitors sharing their eco-friendly products, environmental speakers, workshops and panelists discussing Climate change. All outdoor areas are dog-friendly, and there will be a kids' zone with hands-on activities going on throughout the day. Beaches Earth Day 2020 is hosted by Dig Local Network and a solid core of local green organizations and businesses are partnering with us to produce the festival this year. ***It is an exciting day of inspiring, life changing fun. There will be dozens of eco-vendors, films, music, crafts, activism, earth friendly food, speakers, workshops and much more!***

Volunteers

Many Volunteers will check-in early and will step in to help in numerous areas from set-up to clean-up, event logistics and more to make this event successful.

Event Parking

We are encouraging everyone to walk, bike, or use the Free JTA Trolley (still working on this) between the Atlantic Beach, Art in the Park and Beaches Earth Day events. For those who are driving, there will be limited parking in the 1112 3rd street business offices and additional parking is available at the Beach Chapel on Florida Blvd.

Booth Space Locations

Booth locations for all vendors and exhibitors are located on the outer parameters of the basketball court and are based on a number of factors, including placement in the park and the design/message of individual exhibits**.**

Main Stage

Will be located on the Basketball Court and the event will host Live Music, Notable Environmental Speakers, City Officials, Panel Discussions and more

Kids Zone

A child and family friendly area will be included at the Beaches Earth Day 2020 event as part of the activities to inspire and educate a new generation on how to create a more sustainable future! Climate Action themed **earth day crafts, hands-on activities, and the children's garden activities** are sure to entertain both children and their parents! Parents should plan to remain with children for the activities. Volunteers will help staff the Kids Zone area and will guide the craft activities.

Exhibits/Displays

Green Vehicles. Event attendees will experience the look, feel and performance of some of the latest plug-in electric, hybrid electric and fuel cell vehicles.

The Vehicles, including a Harley Davidson motorcycle will be on display in the Baseball field – Jarboe Park, sponsored by JEA and the Naval Base.

Environmental Exhibitors

Our exhibitors for the event form the heart of Beaches Earth Day 2020. They represent many of our local environmental organizations, city programs and commercial enterprise with goods, services and causes that address our environment and quality of life.

Vendors

Beaches Earth Day 2020 event will feature **a** maximum of 45 Green Market, Food Artisans, Artists and environmental vendors

Panel Discussions

Attendees will join in for an engaging **panel discussion** on sustainability and how they can take Climate Action.

Sustainability - Waste

- We would like to request Recycling and Trash Bins from the City of Neptune Beach for the event.
- We educate our vendors, particularly the food vendors, to reinforce our commitment to minimizing waste.
- Food vendors are required to use recyclable or compostable disposables
- Styrofoam is banned –we have also banned polystyrene and all #6 plastic
- Single Plastic bottled water is banned from the festival because of its environmental impact. Attendees can fill up their re-usable water containers at the water filling station (the water monster) or can purchase boxed water at the event.
- No vendors can give out single-use plastic bags and we are asking attendees to bring their own reusable bag.

Event Plan-o-Gram

Has been submitted to the City of Neptune Beach.

Special Request

We may request use of the Neptune House from the city of Neptune Beach as an extension of the Beaches Earth Day 2020 event so that we may show Climate change/ environmental films. Viewing the films outside will be impossible due to the sunlight. This will allow the attendees an alternative to some of the other activities.

We are offering Sponsorship 3 x 8 vinyl banners for the event that will hang on the Baseball Field Fence during the event (they will not damage or obstruct the fence as they are light in weight) and we are requesting permission to leave them up for the month.

DIG LOCAL NETWORK

Highlights

About the Festival

- 2000+ people
- 50+ Exhibitors
- Live Music
- Tree Ceremony

Kids Zone:

- See and talk with winners from the Beaches Earth Day 2020 Environmental Class Project Challenge
- Arts & Crafts
- Circus Acrobatics Area
- Face Painting
- Children's Garden Activities

Main Stage:

- Live Music
- Guest Speakers
- City Officials
- And More

Additional Highlights:

- Zero Waste Zone: Recycle, Reuse, Compost...DIY and Learn!
- Delicious Vegetarian and Vegan Food
- Beer and Wine Garden
- Notable Environmental Speakers
- Bike Valet Service
- Meet and Greet the Recycling Fairy
- Yoga
- And More

Connect with Us

MAILING ADDRESS
P.O. Box 331015
Atlantic Beach, FL 32233

BEACHES GREEN MARKET
1408 5th Street
Neptune Beach, FL 32266

MIDWEEK MARKET
716 Ocean Blvd
Atlantic Beach, FL 32233

DIG LOCAL
NETWORK

50 YEARS EARTH DAY 2020

FOR IMMEDIATE RELEASE
Contact JoAnn Wallace
beachesearthday@gmail.com
904-422-0261 (Cell)

JOIIN US FOR THE 2nd. ANNUAL BEACHES EARTH DAY 2020 EVENT
on Saturday, April 18th, from 10:00 a.m. to 5:00 p.m. at Jarboe Park, Neptune Beach, FL.

The Earth Day 2020 theme: Climate Action

Climate change represents the biggest challenge to the future of humanity and the life-support systems that make our world habitable. Unless every country in the world steps up – and steps up with urgency and ambition – we are consigning current and future generations to a dangerous future. The April 18th **Beaches Earth Day 2020 Event** will provide a full day of educational Climate activities, workshops, Earth themed artists, music, yoga, a tree planting ceremony, and more. Guest speakers, and presentations will address climate concerns facing our local, state of Florida and beyond.

The event is hosted by **Dig Local Network** and we are inviting our local Businesses, Organizations and schools to partner and support Dig Local Network for this important event. Dig Local Network – Beaches Earth Day 2020 is pleased to announce that we have partnered with Earth Day Network advisory committee and believe that our local Earth Day 2020 event and campaigns will inspire a new generation of Jacksonville & Beaches environmentalists towards climate action.

2020 Campaigns:

- The Community can take part in the Great Local Cleanup, by joining in the worldwide campaign to remove billions of pieces of trash from neighborhoods, beaches, rivers, lakes, trails, and parks — reducing waste and plastic pollution, improving habitats, and preventing harm to wildlife and humans.
- Earth Challenge 2020, the largest-ever global citizen science initiative, which will arm everyday individuals with the tools they need to report on the health and wellbeing of the environment, from water quality, to air quality, to the species around them.
- Food prints for the Future, a collaboration with individuals, communities, and partners across all sectors to address one of the largest contributors to climate change facing us today: our food system

- Artists for the Earth, a global campaign bringing artists from around the Jacksonville & Beaches area in every discipline, using the power of their art to express our common humanity.

There's so much our community can do to help protect, plant and prepare for Beaches Earth Day 2020, from joining the campaigns, sponsorships, or volunteering/partnering with us!

Earth Day 2020 is not a Day, it is a movement!

All monies raised will be used for local environmental, climate and species education. Beaches Earth Day 2020 Event will be an amazing demonstration of how the everyday decisions we make in life affect our environment. For more information, please visit https://diglocal.org/earth-day-2020/

So, the Countdown Is On!
JOIN BEACHES EARTH DAY FESTIVAL FOR THE 50TH ANNIVERSARY IN 2020

"Empowering the Next Generation of Environmental Leaders"
We challenge all of Jacksonville and the Beaches to engage at every level of society over the next year and beyond. Our goal is to infuse people with a sense of purpose and belief in their ability to create meaningful change regardless of their race, creed, social status, or economic standing.

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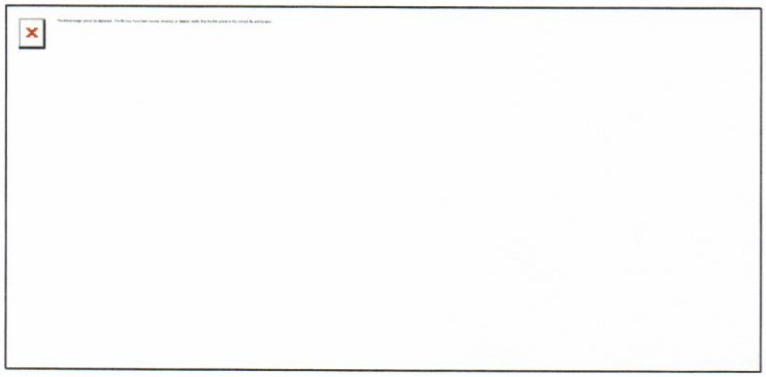
Neptune Beach, FL 32266

904-270-2400 (X31)



From: info@diglocal.org [mailto:info@diglocal.org]
Sent: Saturday, December 28, 2019 8:47 AM
To: Cheryl Bäck <acm@nbfl.us>
Cc: 'Michael Barnes' <mbarnes109@gmail.com>
Subject: Beaches Earth Day 2020 Event - Initial Request & Media Release

Cheryl,

Happy Holidays & Happy New Year.

As the 50th anniversary of Earth Day approaches, now is the time for a global outpouring of energy, enthusiasm and commitment. We appreciated the support from the City of Neptune Beach in 2019 and would like to request your support for 2020 as we plan the **2nd. annual Beaches Earth Day 2020 (50th Earth Day Anniversary). We would like to request that we host our event in Jarboe Park on Saturday, April 18th from 10am – 5pm.**

As we approach this momentous year for Earth Day**, a unified action** is needed to achieve enthusiasm, commitment and change for our Beach and Jacksonville communities.

For Earth Day 2020, we want to build a new generation of environmentalist activists, through partnerships and engaging our communities, schools and businesses. Our goal is to build 2020 partnerships and advisory committees to inspire, guide our work and events.

We are inviting our local Green Businesses, Organizations and schools to partner with Dig Local Network for the celebration of **Beaches Earth Day 2020.** These partnerships are part of

an effort to create a network of "Beach Earth Day Event Planners" around the Jacksonville and Beach communities to offer ideas and support through the process. **DLN has two hopes for partnerships:**

1. Add your organization as a featured partner with the Dig Local Network-Beaches Earth Day 2020

2. List Beaches Earth Day 2020 campaign events on your calendars

Businesses and Organizations registering as a Dig Local Network partner for Earth Day 2020 will:

- **Unite our efforts with environmental organization leaders across the Jacksonville & Beach Communities.**
- **Commit** businesses or organization to celebrating Earth Day 2020.
- Enable us to **collaborate** on our shared values and objectives, thus creating a stronger environmental movement in the Jacksonville and Beach communities.
- Share and Provide easy access to **resources and** use of **the Earth Day 50th Anniversary Logo**.
- **Increase publicity** for our organization and events, perhaps through spotlights on our website and/or social media.

Dig Local Network – Beaches Earth Day 2020 is pleased to announce that we have partnered and joined the global Earth Day Network advisory committee and believe that our local Beaches Earth Day 2020 will inspire a new generation of environmentalists.

I look forward to working with you and hearing about how the city of Neptune Beach will approve our request, support and partner with Beaches Earth Day 2020 event & campaigns. We also welcome your participation, ideas and suggestions for this momentous anniversary. **Join us as we create a historic global & local outpouring for our planet.**

JoAnn Wallace

Contact: 904-422-0261

Cheryl Bäck

From: info@diglocal.org
Sent: Friday, January 17, 2020 8:38 AM
To: Cheryl Bäck
Cc: Stefen Wynn; Richard Pike; Gary Snyder; Catherine Ponson; 'Michael Barnes'
Subject: RE: Earthday_2020 Market_Layout plan

Good Morning Cheryl,

Thank you for the information below. Please see my replies (in red) to each area of concern.

From: Cheryl Bäck <acm@nbfl.us>
Sent: Thursday, January 16, 2020 9:50 AM
To: info@diglocal.org
Cc: Stefen Wynn <cm@nbfl.us>; Richard Pike <cop@nbfl.us>; Gary Snyder <garysnyder@nbfl.us>; Catherine Ponson <clerk@nbfl.us>; 'Michael Barnes' <mbarnes109@gmail.com>
Subject: RE: Earthday_2020 Market_Layout plan

Good Morning JoAnn—I'm touching base today to see if a determination has been made on selling alcohol at the upcoming Earth Day event? Per Commander Snyder, there would have to be a designated area sectioned off for alcohol sale and consumption. Council would have to approve the sale of alcohol as Neptune House and its perimeter walkways are the only areas permitted for serving in Jarboe Park. You would need two off-duty officers, one assigned to the alcoholic beverage service area.
We want to move forward with the Alcohol (Beer & Wine area) We will follow the instructions for sectioning off alcohol sales & consumption to a designated area (that area will be a section in the baseball field) and we understand the additional cost to have officers for that section. Please send us the dates to appear for Council review and what paperwork we will need to have for the first meeting, if any.

Second, you would need to provide security personnel for ID check and banding for alcohol sales.
For this concern, is this just people that are over 21 years old for ID check and banding of Alcohol Sales?

Third, you must obtain a special event permit from the Florida Division of Alcohol and Tobacco (ABT).
We will look into the ABT permit on Monday

Lastly, as we discussed the other day, overflow parking cannot be designated in the ball field as your diagram indicated. Additionally, we would need written verification from Beaches Chapel and Park Place Office Plaza that parking is allowed for the day of this event.

We have changed that overflow parking previously listed for the Baseball field and will get approval from the church in writing. I am also reaching out to our parking manager for the business park in Jarboe for a letter showing our approval to have cars parked in the lot.

Thanks, and I look forward to hearing from you soon.

Cheryl L. Bäck
Assistant to the City Manager
Accounts Payable/Purchasing Clerk
City of Neptune Beach, Florida
116 First Street
Neptune Beach, FL 32266
904-270-2400 (X31)

From: info@diglocal.org [mailto:info@diglocal.org]
Sent: Friday, January 10, 2020 12:12 PM
To: Cheryl Bäck <acm@nbfl.us>
Cc: Stefen Wynn <cm@nbfl.us>; Richard Pike <cop@nbfl.us>; Gary Snyder <garysnyder@nbfl.us>; Catherine Ponson <clerk@nbfl.us>; 'Michael Barnes' <mbarnes109@gmail.com>
Subject: RE: Earthday_2020 Market_Layout plan

Hi Cheryl,

Not sure why the outline did not completely upload and show everything. I will have it printed out over the weekend and drop a copy off to you on Monday.

Please also see our replies below to your questions.

JoAnn Wallace
Contact: 904-422-0261
DIG LOCAL NETWORK, INC
"We connect people to better food."
diglocal.org | Facebook | Instagram

From: Cheryl Bäck <acm@nbfl.us>
Sent: Friday, January 10, 2020 11:12 AM
To: info@diglocal.org

Cheryl Bäck

From: info@diglocal.org
Sent: Saturday, February 01, 2020 8:10 AM
To: Cheryl Bäck
Cc: mbarnes109@gmail.com
Subject: Dig Local - Parking License
Attachments: BGM Parking Agreement.pdf

Cheryl,

Please find attached our agreement for parking at the 1112 Third Street (Jarboe Office Park). I have also spoken with the owner and they are advised of the Beaches Earth Day 2020 event. We will also send a copy of the Beaches Chapel approval email next week allowing the overage of parking in their lot along with the final proposal for the event. I apologize in my delay, but there have been a lot of exciting moving parts to this year's event.

JoAnn Wallace
Contact: 904-422-0261
DIG LOCAL NETWORK, INC
"We connect people to better food."
diglocal.org | Facebook | Instagram

BEACHES EARTH DAY 2020 | 50 YEARS EARTH DAY

LICENSE AGREEMENT

Parking for Beaches Green Market

THIS LICENSE AGREEMENT is entered into on the 1st day of April, 2014 (the "Effective Date"), by and between **1112 THIRD STREET, LLC**, with a mailing address of 9803 Old St. Augustine Road, Suite 1, Jacksonville, Florida 32257 ("Licensor"), and **BEACHES LOCAL FOOD NETWORK**, with a mailing address of P.O. Box 50343, Jacksonville Beach, Florida 32240 ("Licensee").

RECITALS:

WHEREAS, Licensee produces and operates a weekly farmer's market called the Beaches Green Market (the "Market") on a portion of the City of Neptune Beach, Florida's Jarboe Park ("Park Property", as identified under Parcel ID Number 173115-0000), which is adjacent to Licensor's property located at 1112 and 1122 3rd Street/A1A, Neptune Beach, Florida 32266 ("Licensor's Property", as identified under Parcel ID Number 172852-0000);

WHEREAS, due to the proximity of the Market to Licensor's Property, Licensee seeks to obtain a limited, non-exclusive license from Licensor to permit and allow the Market and its vendors, customers, invitees, and guests ("Users") to reasonably access Licensor's Property for ingress, egress, and parking during certain hours when the Market is held on Park Property;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

TERMS AND CONDITIONS:

1. **License.** Licensor hereby grants to Licensee, including the Users, a revocable, limited, non-exclusive license to access and use those certain paved areas of Licensor's Property for ingress and egress to vehicular and pedestrian traffic and parking in clearly marked parking spaces (the "Parking License"); provided, however, that the Market and/or Users do not unreasonably interfere with the tenants on Licensor's Property. Consistent therewith, Licensee agrees to conspicuously mark off ten (10) parking spaces directly adjacent to the west edge of Licensor's building closest to 3rd Street/A1A, as identified in the aerial photograph in Exhibit A attached hereto and incorporated herein, to be used solely by said tenants during Market hours.

2. **Term.** The term of the Parking License shall be from the Effective Date until December 31, 2014, after which the Parking License shall renew for successive terms of one (1) year each, unless otherwise terminated at any time by either party upon thirty (30) days written notice to the other party, and the Parking License shall be limited to weekly on Saturdays from approximately 2:00 to 5:00 p.m., Eastern Time. Nothing herein shall require Licensee to hold the Market on Park Property each Saturday or successive Saturdays.

3. **Fee.** Licensee shall pay Licensor a licensing fee in advance on the first (1st) of each calendar month during the term of the Parking License (the "Fee"). The Fee shall include any

taxes owed as a result of the Parking License, which Licensor shall pay to proper taxing authorities by and consistent with Licensee's non-profit status. For the first six (6) months of the Parking License the Fee shall be $75.00 per calendar month, and thereafter the Fee shall be $175.00 per calendar month. In addition thereto, Licensee shall endeavor to pay Licensor up to an additional $100.00 per calendar month from funds raised by the Market and/or donations made by Users; provided, however, that Licensee shall not have any liability to pay Licensor the difference each month between any amount raised or donated and said $100.00.

4. **Duties and Obligations.** Licensor will keep Licensor's Property in good, clean, and reasonable repair free from defects or dangerous conditions that are not conspicuously marked (e.g., a fenced or cordoned off construction project or a traffic cone denoting a pothole in need of repair); provided, however, that as of the Effective Date Licensee is deemed to accept Licensor's Property "as is", and that nothing herein will obligate Licensor to provide anything more than reasonable care consistent with the terms of the Parking License. Prior to any Market held on Park Property, Licensee will perform a walk-through of Licensor's Property to assess the amount of trash or debris existing on Licenor's Property, and upon conclusion thereof Licensee will remove any trash or debris that was added during the Market. In addition, Licensee will agree to remove any trash or debris that existed prior to the Market so long as such removal is not overly burdensome or dangerous.

5. **Liability and Insurance.** Neither Licensor nor Licensee shall have any responsibility to each other for injury or damages to person or property caused by a third party, except to the extent that either's own negligence or willful misconduct contributed thereto. Notwithstanding the foregoing, Licensee, at its own expense, agrees to bind and maintain coverage under a public liability insurance policy for bodily injury and loss or damage to property, by and through a reputable carrier reasonably acceptable to Licensor, in an amount not less than a combined single limit of One Million and No/100 U.S. Dollars ($1,000,000.00), and with Licensor as an additional insured thereto, all of which shall be shown in a certificate of insurance provided by Licensee to Licensor on or about the Effective Date and periodically thereafter upon reasonable request by Licensor to confirm same. In addition, Licensee agrees that it will not cancel or alter any policy with such coverage without providing Licensor with thirty (30) days written notice.

6. **Miscellaneous.**

a. Quiet Enjoyment. Licensor covenants and agrees that so long as the Parking License is in effect and Licensee timely complies with the terms and conditions herein, Licensee will be allowed to peaceably and quietly have, hold, and enjoy the Parking License without disturbance, hindrance, ejection, or molestation by Licensor.

b. Assignment. While the Parking License is personal to Licensee, upon Licensor's approval, which shall not be unreasonably withheld, it may be assigned to another non-profit entity established to assume ownership and operation of the Market and use of the Parking License in accordance with the terms and conditions herein.

c. Severability. If any provision herein is found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected and in full force and effect.

d. Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Cities of Jacksonville and Neptune Beach, Florida, and venue to resolve any dispute before a court of competent jurisdiction shall be Duval County, Florida.

e. Binding Effect. By and through the execution hereof, which shall be deemed made by authorized signatories of each party, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be modified unless expressly stated in writing and duly executed by authorized signatories of each party.

f. Counterparts. This agreement may be executed in counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument, with delivery of same by facsimile or electronic mail holding the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

LICENSOR:

1112 THIRD STREET, LLC

By: Hassan & Lear Acquisitions, Ltd.,
Its managing member

By: _____
Marc M. El Hassan, Manager

LICENSEE:

BEACHES LOCAL FOOD NETWORK

By: _____
Devon Ritch, Director

EXHIBIT A
To License Agreement

Aerial Image of Parking Lot

FW: Beaches Chapel Parking

Cheryl Bäck <acm@nbfl.us>
Wed 2/12/2020 2:14 PM
To: Catherine Ponson <clerk@nbfl.us>

Please see email below permitting event parking at BC.

Cheryl L. Bäck
Assistant to the City Manager
Accounts Payable/Purchasing Clerk
City of Neptune Beach, Florida
116 First Street
Neptune Beach, FL 32266
904-270-2400 (X31)

From: Dig Local Network [mailto:info@diglocal.org]
Sent: Wednesday, February 12, 2020 8:51 AM
To: Cheryl Bäck <acm@nbfl.us>
Subject: Fwd: Beaches Chapel Parking

Sheryl,

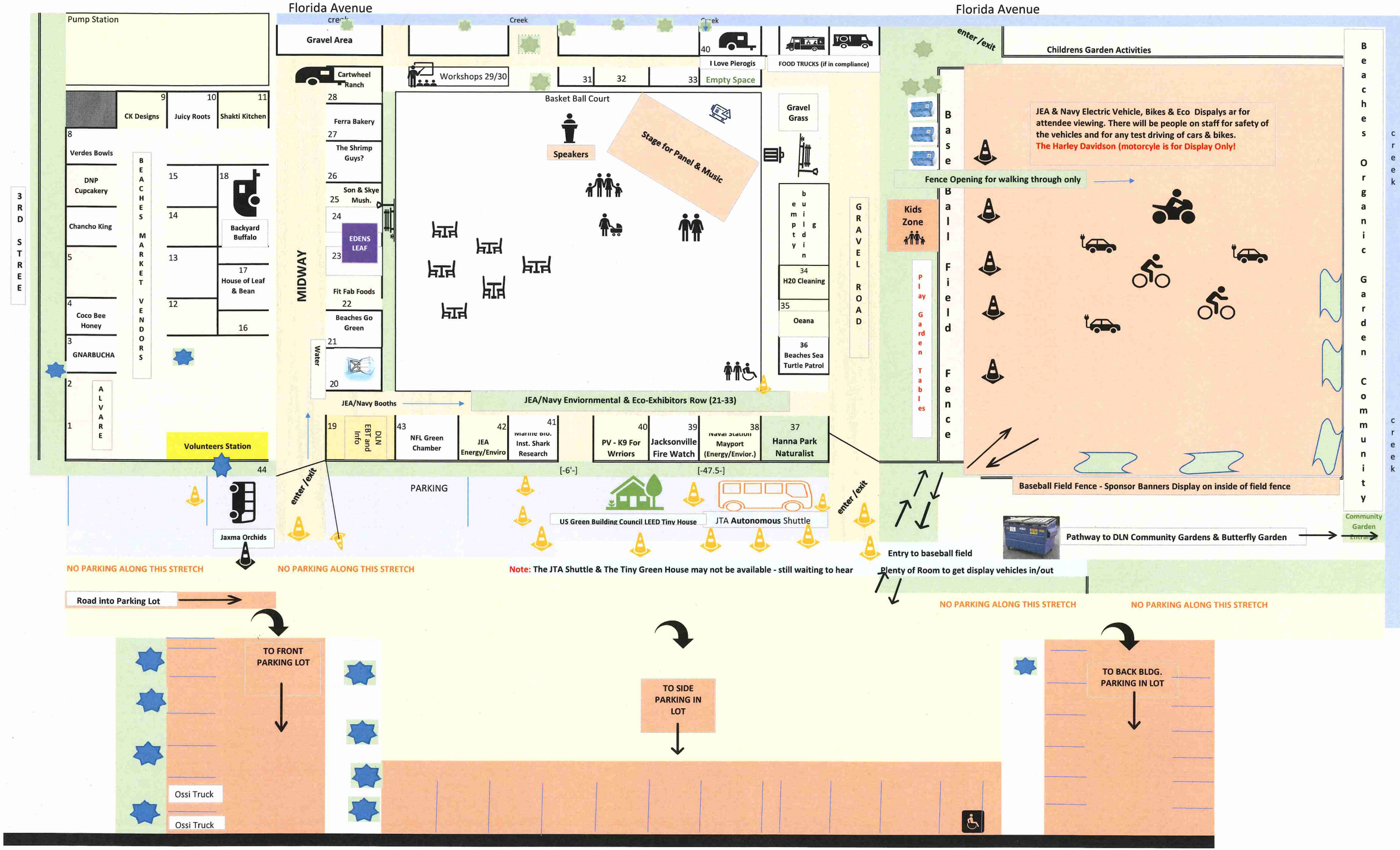
Please see the email from the Beaches Chapel giving us permission to use their Parking Lot.

Thank you
JoAnn Wallace
Contact: 904-422-0261
DIG LOCAL NETWORK, INC
"We connect people to better food."
diglocalnetwork.org| Facebook | Instagram

---------- Forwarded message ---------
From: **Howard McMinn** <Howardmcminn@beacheschapel.com>
Date: Tue, Feb 11, 2020 at 9:58 AM
Subject: Beaches Chapel Parking
To: info@diglocal.org <info@diglocal.org>
Cc: Kate Barnes <Katebarnes@beacheschapel.com>, Brice Carmichael <bricecarmichael@beacheschapel.com>

Dear Joanne,
You have our permission to use Beaches Chapel parking for the Earth Day event at Jarboe Park on April 18, 2020.
I have copied Kate our Church Secretary and Brice Facilities manager. Kate will follow up by getting our logo to you.
Call me if you have any other needs or concerns.

Howard McMinn
Pastor
Beaches Chapel Church
610 Florida Blvd
Neptune Beach, FL 32266
904-241-4211 (office)
904-616-2956 (cell)
www.beacheschapel.com
howardmcminn@beacheschapel.com


Florida Avenue
Florida Avenue
Pump Station
Gravel Area
Creek
Creek
Creek
40
I Love Pierogis
FOOD TRUCKS (if in compliance)
Cartwheel Ranch
Workshops 29/30
31
32
33
Empty Space
Basket Ball Court
Speakers
Stage for Panel & Music
Gravel Grass
enter /exit
Childrens Garden Activities
JEA & Navy Electric Vehicle, Bikes & Eco Dispalys ar for attendee viewing. There will be people on staff for safety of the vehicles and for any test driving of cars & bikes.
The Harley Davidson (motorcyle is for Display Only!
Fence Opening for walking through only
Kids Zone
Play Garden Tables
Baseball Field Fence
Beaches Organic Garden Community
creek
9
CK Designs
10
Juicy Roots
11
Shakti Kitchen
28
Ferra Bakery
27
The Shrimp Guys?
26
Son & Skye Mush.
25
24
EDENS LEAF
23
Fit Fab Foods
22
Beaches Go Green
21
20
Water
MIDWAY
3RD STREE
8
Verdes Bowls
DNP Cupcakery
Chancho King
5
4
Coco Bee Honey
3
GNARBUCHA
2
1
ALVARE
BEACHES MARKET VENDORS
15
14
13
12
18
Backyard Buffalo
17
House of Leaf & Bean
16
empty building
34
H20 Cleaning
35
Oeana
36
Beaches Sea Turtle Patrol
GRAVEL ROAD
JEA/Navy Booths
JEA/Navy Enviornmental & Eco-Exhibitors Row (21-33)
19
EBT and Info
DLN
43
NFL Green Chamber
42
JEA Energy/Enviro
41
Marine Bio. Inst. Shark Research
40
PV - K9 For Wrriors
39
Jacksonville Fire Watch
38
Naval Station Mayport (Energy/Envior.)
37
Hanna Park Naturalist
Volunteers Station
44
Jaxma Orchids
enter /exit
PARKING
[-6'-]
[-47.5-]
US Green Building Council LEED Tiny House
JTA Autonomous Shuttle
enter /exit
Entry to baseball field
Plenty of Room to get display vehicles in/out
Pathway to DLN Community Gardens & Butterfly Garden
Community Garden Entrance
Baseball Field Fence - Sponsor Banners Display on inside of field fence
NO PARKING ALONG THIS STRETCH
NO PARKING ALONG THIS STRETCH
Note: The JTA Shuttle & The Tiny Green House may not be available - still waiting to hear
NO PARKING ALONG THIS STRETCH
NO PARKING ALONG THIS STRETCH
Road into Parking Lot
TO FRONT PARKING LOT
TO SIDE PARKING IN LOT
TO BACK BLDG. PARKING IN LOT
Ossi Truck
Ossi Truck

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM: City of Jacksonville Mosquito Control Division Request for Aerial Applications

SUBMITTED BY: City of Jacksonville Mosquito Control Division

DATE: February 13, 2020

BACKGROUND: The City of Jacksonville Mosquito Control Division is requesting permission to operate aerial applications within the City of Neptune Beach. In 2018 and 2019, Neptune Beach denied permission due to the contents of the chemicals used in the process.

BUDGET: N/A

RECOMMENDATION: Discuss approval/denial of the aerial applications and submit letter to City of Jacksonville

ATTACHMENT:
1. COJ Mosquito Letter 2020

FEB12'20 RCVD

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Mosquito Control Division

1321 Eastport Road

Jacksonville, FL 32218

(904) 696-4374

www.coj.net

February 7, 2020

Mayor Elaine Brown
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

Dear Mayor Elaine Brown:

Enclosed herewith is a draft of a letter to the Chief, City of Jacksonville Mosquito Control Division, for your signature. This letter is requested to have the City of Neptune Beach listed on the Mosquito Control Division's Plan of Operations for the period of 05/01/2020 to 04/30/2021.

Please mail your letter to the City of Jacksonville Mosquito Control Division, 1321 Eastport Road, Jacksonville, Florida 32218-2297, to be held for inspection by the FAA Principal Operations Inspector.

Thank you for your prompt attention to this matter.

Sincerely,

Randy Wishard
Chief – City of Jacksonville Mosquito Control Division

/hj

Enclosure

DRAFT

Date

Randy Wishard
Chief - City of Jacksonville Florida Mosquito Control Division
1321 Eastport Road
Jacksonville, FL 32218-2297

Dear Mr. Wishard:

This is to confirm that permission is granted to the City of Jacksonville, Florida, Mosquito Control Division, to operate aerial applications within the City of Neptune Beach when engaged in mosquito control operations during the period of 05/01/2020 to 04/30/2021.

Sincerely,

Elaine Brown
Mayor

ELAINE BROWN
Mayor
SCOTT WILEY
Vice Mayor

Council
RICHARD ARTHUR
RORY DIAMOND
FRED JONES

City of Neptune Beach

116 First Street
Neptune Beach, Florida 32266-6140

February 6, 2018

Mr. Richard W. Smith, Superintendent
Mosquito Control Division
1321 Eastport Road
Jacksonville, Florida 32218-2297

Dear Mr. Smith,

This is to confirm that permission is **denied** the City of Jacksonville, Neighborhoods Department, Mosquito Control Division, to fly aircraft within the official City of Neptune Beach boundaries during the period of May 1, 2018 through April 30, 2018.

"Per City Council consensus at its February 5, 2018 Regular Meeting, Neptune Beach is requesting City of Jacksonville Mosquito Control stop aerial spraying until the EPA completes review of Nalid. COJ Mosquito Control will continue with ground spraying as requested from Neptune Beach residents."

As a result, please place the City of Neptune Beach on the "Pause" list for aerial spraying.

Thank you for your prompt attention to this matter. Let me know if you have any other questions regarding this request.

Respectfully,

Elaine Brown

Elaine Brown
Mayor

Cc: City Council
Catherine Ponson, City Clerk

City of
Neptune Beach

February 19, 2019

Mr. Randy Wishard, Chief
Mosquito Control Division
1321 Eastport Road
Jacksonville, Florida 32218-2297

Dear Mr. Wishard,

This is to confirm that permission is **denied** the City of Jacksonville, Neighborhoods Department, Mosquito Control Division, to fly aircraft within the official City of Neptune Beach boundaries during the period of May 1, 2019 through April 30, 2020.

"Per City Council consensus at its February 5, 2018 Regular Meeting, Neptune Beach is requesting City of Jacksonville Mosquito Control stop aerial spraying until the EPA completes review of Nalid. COJ Mosquito Control will continue with ground spraying as requested from Neptune Beach residents."

As a result, please place the City of Neptune Beach on the "Pause" list for aerial spraying.

Thank you for your prompt attention to this matter. Let me know if you have any other questions regarding this request.

Respectfully,

Elaine Brown
Mayor

Cc: City Council
Catherine Ponson, City Clerk

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 • FAX (904) 270-2417