



AGENDA (Amended)
Regular City Council Meeting
Monday, May 6, 2024, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

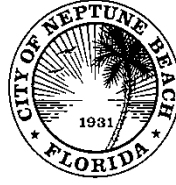
1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Community Garden Update-Kira Mauro, Community Garden Manager
3. APPROVAL OF MINUTES
 - A. **April 1, 2024, Regular City Council Meeting** p. 3
April 15, 2024, Special City Council Meeting
April 15, 2024, Workshop City Council Meeting
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT p. 12
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2024-03, SECOND READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Article VI, Section 2-378, Written Request To Council; Approval; Bid Invitations; Providing for Severability; and Providing an Effective Date p. 19
9. OLD BUSINESS
 - A. Consideration of Approval of Dancin' in the Street Event - May 18, 2024 p. 22
10. NEW BUSINESS
 - A. Consideration of Approval of Agreement for 911 User Fee Distribution between the City of Neptune Beach and the Jacksonville Sheriff's Office p. 49
 - B. Consideration of Approval of Agreement for Disaster Debris Removal and Disposal Continuing Services between Grubbs Emergency Services, LLC and the City of Neptune Beach p. 53
11. COUNCIL COMMENTS
12. ADJOURN



Residents attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, APRIL 1, 2024, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 1, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

Attendance:	ATTENDANCE: Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger (<i>via CMT</i>)	STAFF: City Manager Richard Pike City Attorney Zachary Roth Chief of Police Michael Key Community Development Director Heather Whitmore Public Works Director Deryle Calhoun Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
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Call to Order/Roll Call/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.
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Water Conservation Month Proclamation	Mayor Brown read and presented a proclamation declaring April 2024, as Water Conservation Month. Jeff Reindl, Engineer, representing the St. Johns River Water Management District was on hand to receive the proclamation.
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APPROVAL OF MINUTES

Minutes	Made by Livingston, seconded by Key.
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MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

March 4, 2024, Regular City Council Meeting
March 18, 2024, Workshop City Council Meeting

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2024-03, Spending Threshold	<u>Ordinance No. 2024-03, First Read and Public Hearing.</u> An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Article VI, Section 2-378, Written Request to Council; Approval; Bid Invitations; Providing for Severability; and Providing an Effective Date.
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Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

City Attorney Zachary Roth explained that this ordinance updates Section 2-378 of the Code of Ordinances to reflect the increase in the spending threshold for Council approval.

Made by Key, seconded by Chin,

MOTION: TO APPROVE ORDINANCE NO. 2024-03, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-378, AT FIRST READ

Roll Call Vote:

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

NEW BUSINESS

Res. No. 2024-02, Solid Waste Fees Resolution No. 2024-02, A Resolution of the City of Neptune Beach, Florida, Establishing Certain Charges or Fees for Solid Waste Collection and Disposal Services

City Manager Richard Pike stated that there had not been an increase in solid waste fees to residents since 2009. The current rate for residential service, two times a week, is \$22.05. The current rate for commercial service is \$7.21 per cubic yard. These are the rates charged to the customers from the City. At this time, the rate being charged to the City from Waste Pro for residential service, two times a week is \$32.60. The City is proposing a fee of \$38.08 in order to break even. This was not addressed during the pandemic.

Mayor Brown added that these fees have gone up over the years to the City and have been kept down for the residents.

Vice Mayor Chin commented that there admittedly were a number of jumps in rates post-COVID and this is one of those cases where rates have not been able to keep up since 2009. Several Councils were unwilling to adjust the rate incrementally so that any increase now would be minimal. There was nothing done to meet the cost of business and cost of living increases at all. Sadly, this Council is faced with having to do this instead of being out \$300,000 to \$400,000 per year.

Councilor Key asked if it was accurate that most cities make money off of their garbage fees and that this increase would have the City breaking even?

Mr. Pike stated that other cities do make money and prior to the renewal of the contract, City staff was putting in a lot of time, effort and money dealing with Waste Pro.

Councilor Key remarked that she would like to see the City get to a point where it needs to be. She is not a proponent of raising rates, but when we have to look at our sustainability as a city, it is important to remember that these are the things we cannot afford to subsidize. That burden has been shared by all of us. She is in favor of a break-even proposal.

Mr. Pike pointed out that Waste Pro has built in their contract a percentage of increase as their costs increase.

Councilor Key questioned how would we combat that as the City essentially has to operate as a business and not always be in the red?

Mr. Pike stated this could be addressed yearly or every two years, however Council wants to move forward.

Councilor Livingston agreed with the other Councilors. She added that these fees had not been raised over the last 10 to 15 years and now we are seeing these big jumps. She expressed that moving forward, we need to look at fees yearly to every two years so we don't put ourselves in a position that we are in the red. She is comfortable with this, but she thinks that we need to look at it again in a year. If we slowly start budgeting over time we can meet with what has happened due to inflation.

Councilor Messinger remarked he is in agreement with what has been said. He added that the City cannot afford to subsidize this at a detriment to other aspects of the City and this is entirely appropriate.

Mayor Brown summarized that the increase to \$32.60 is the cost from Waste Pro and \$5.48 is the indirect cost for a total of \$38.08. She does not want to raise the fee but we have to keep up with that in the future, so we are not subsidizing so much. She is favor of the break-even proposal.

Made by Livingston, seconded by Messinger.

MOTION: **TO ADOPT RESOLUTION NO. 2024-02, ESTABLISHING CERTAIN CHARGES OR FEES FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

Lighty Lane Pump
Station Force Main
Replacement

Lighty Lane Pump Station Wastewater Force Main Replacement. Public Works Director Derlye Calhoun explained that this request is to replace an existing force main that serves the Lighty Lane Wastewater Pump Station. There was a break on that line several months ago and was patched. This is the package and proposal for the replacement of that transite pipe from 1961. He reported that this would be for 200 feet of 4-inch diameter force main that crosses Penman Road. He added the City wants to be proactive and responsive to any overflows. This is a piggyback contract with T.B. Landmark and St. Johns County.

Mr. Calhoun pointed out that there is about 1,300 feet or ¼ mile of wastewater force main and 12 miles of potable water pipe that is also transite pipe.

Vice Mayor Chin asked about the 12 miles of pipe and Mr. Calhoun advised that staff is monitoring using the model being developed by our consultant.

Councilor Messinger thanked Mr. Calhoun and his team for what has been accomplished since he has been with and encouraged anyone to reach out to Council or to Mr. Calhoun if there are any questions.

Made by Key, seconded by Chin.

MOTION: **TO APPROVE THE LIGHTY LANE PUMP STATION WASTEWATER FORCE MAIN REPLACEMENT IN THE AMOUNT OF \$34,500.00**

Roll Call Vote:

Ayes: 5- Key, Livingston, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

Adjournment

There being no further business, the meeting adjourned at 6:23 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, APRIL 15, 2024, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 15, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:**IN ATTENDANCE:**

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Lauren Key
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Manager Richard Pike
 City Attorney Zachary Roth
 Chief of Police Michael Key
 Public Works Director Deryle Calhoun
 Chief Financial Officer Jaime Hernandez
 Parks and Sustainability Director Colin Moore
 City Clerk Catherine Ponson

**Call to Order/Roll
Call/Pledge**

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

**Res. No. 2024-03,
School Closings**

Resolution No. 2024-03, A Resolution of the City of Neptune Beach, Florida., Opposing Any Plans by the Duval County School District to Close Atlantic Beach Elementary or Other Schools at the Beaches and to Consolidate Any Such Schools with Neptune Beach Elementary.

Mayor Brown introduced Atlantic Beach Mayor Curtis Ford.

**Atlantic Beach
Mayor**

Mayor Ford stated the issue with Duval County Public Schools is about the quality of education for those at the beach. There is only one school in Atlantic Beach, and they are concerned. It is still just a proposal today. They are not willing to stand by and see how that goes. He would be devastated if Atlantic Beach was closed in favor of an ill-conceived consolidation plan. The plan does not look at quality of education, community engagement, or the life experience that comes from a child going to a school who can walk or ride their bike to attend. He pointed out that the Neptune Beach resolution states "while separate municipalities, the Beaches share a common sense of community." He stated this was so true. He is for all of the Beaches.

Mayor Brown read a statement submitted by Duval Public School District 2 Member April Carney who stated the proposal is only a first draft and to please keep emails and calls coming with thoughts, concerns, and wonderful ideas.

Councilor Key stated that Board Member Carney has been very responsive. She is our advocate and sits on the board with six other board members. It is just as important to advocate a position to all of the other board members. It is important to plead our case to the entire board. Board Member Carney has assured her she is listening and actively representing everyone and engaging with many parents and community representatives.

Councilor Livingston agreed with Mayor Ford that even though this is a long process, we can't sit back and wait to see what happens. We need to get involved now. She stated we should get hard numbers and facts to show this is how it would affect us.

Councilor Messinger commented that advocating the other school board members is important. We should continue the outreach and make sure it is going to the entire school board.

Vice Mayor Chin expressed that we need to stress that we support and continue to fund public schools closest to the community we serve. If those connections are removed, there would be no community. He supports this resolution.

Mayor Brown wants to make that sure that everyone understands that the negative impact there would be to traffic on Florida Boulevard that is pointed out in the resolution.

Made by Messinger, seconded by Key.

MOTION: **TO ADOPT RESOLUTION NO. 2024-03, OPPOSING ANY PLANS BY THE DUVAL COUNTY SCHOOL DISTRICT TO CLOSE ATLANTIC BEACH ELEMENTARY OR OTHER SCHOOLS AT THE BEACHES AND TO CONSOLIDATE ANY SUCH SCHOOLS WITH NEPTUNE BEACH ELEMENTARY**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

Grit Removal
System –
Mechanical

Grit Removal System – Mechanical. Public Works Director Deryle Calhoun explained this is for the mechanical improvements necessary for the grit removal system to function. It was not included in the original award. The quote is for \$37,500.00 from Environmental Equipment Services (EES) who are already onsite for the installation.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE WASTEWATER RECLAMATION FACILITY GRIT REMOVAL SYSTEM – MECHANICAL**

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin, and Brown

Noes: 0

City Hall
Landscape
Ground Covering

Mayor Brown stated this agenda item was deferred.

Dancin' in the
Street Event

Mayor Brown stated this agenda item was deferred and requested Chief of Police Michael Key give more information on the Dancin' in the Street event.

Chief Key reported that this agenda item is requested for postponement until the next meeting. As the event and the popularity of the Beaches Town Center continues to grow,

the volume of the populous that shows up on any Friday, Saturday, or Sunday is significant. This requires the planning team to need more time to ensure it is being done right. There are various new changes. There are three businesses that have requested to join which are The Lemon Bar, The Local and Pete's Bar.

Councilor Messinger stated this has always been a community event that is a fundraiser, and the proceeds go back into the Beaches Town Center. He expressed concerns that while we want the businesses to thrive and be part of the event, he does not want it to become too much of a party and a large event of that nature and lose the community character. He asked if the additional businesses had been approved and what impact it would have as the event has always been a smaller agency event?

Chief Key reported his responsibility is to make sure the security concerns are dealt with appropriately and planned for. It is his understanding that the new businesses have contributed monetarily to offset security aspects of the event as a whole. He also has concerns that the event space is only so big, and the event can only continue to grow so big. We want to make sure it is a safe, wholesome, family-friendly event while being successful for the businesses.

Vice Mayor Chin commented he would be concerned about extending the boundary to The Local as that would expand the boundary of where to police. The Local has had issues being compliant with our restrictions and we should be cautious about how we handle what they are doing. The Beaches Town Center Agency may have rules as well.

Chief Key confirmed Councilor Key's inquiry that adding The Local would change the footprint. Previously, it abutted that property, now it would incorporate it. Chief Key also confirmed there would be metal detectors.

Councilor Messinger added we also need to weigh in how expanding the footprint to include those bars would affect other businesses on that day.

Adjournment

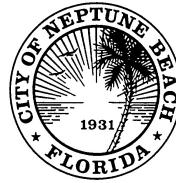
There being no further business, the Special Meeting adjourned at 6:29 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, APRIL 15, 2024, 6:29 P.M.
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 15, 2024, at 6:29 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance**IN ATTENDANCE:**

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Lauren Key
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Manager Richard Pike
 City Attorney Zachary Roth
 Chief of Police Michael Key
 Public Works Director Deryle Calhoun
 Parks and Sustainability Director Colin Moore
 Chief Financial Officer Jaime Hernandez
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

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

**Police Chief
Report**

Chief of Police Michael Key reported that tonight is the Jacksonville Sheriff's Office Police Memorial honoring their fallen officers. Police Memorial Week is held in May, which is approaching. He announced that the 2023 Neptune Beach Police Department Annual Report had been released.

ISSUE DEVELOPMENT**CDB
Subcommittees
Presentation**

Historical Preservation and Code Review Subcommittees Presentation. Will Hilton, former Chairman of the Community Development Board and current member, also Code Subcommittee Chairman recently formed in conjunction with the Historic Preservation Subcommittee, addressed Council. He reported that there had been a lot of variances heard over the years. He explained that recently there has been identified an underpinning of people with historic homes seeking a variance. The current Code would hinder some of those properties from seeking a variance because the property is not unique as compared to other properties. In order for them to keep the character of their unique historic home, the subcommittees wanted to make sure that they were being thought of for the variance process.

Mr. Hilton stated that the subcommittees are still working on what historically significant means. He wanted to come to Council to make sure this is something that can be considered to create a process for people who want to preserve their homes that have some historical significance and allow them to possibly get a variance where they could otherwise not get one.

Mr. Hilton reviewed scenarios for the historically significant variance. The property would be historically significant rather than unique. He added that a super majority vote would be needed for approval. He expressed that there are some unique homes, and this is worth having something in place for homeowners to improve their property. The approvals would also be heavily conditioned. The application would also come to Council for final approval.

Discussion included criteria needed to be met for a property to be determined historically significant and when to make that determination. Discussion also included frequency of the requests making sure an applicant does not take advantage of the process by calling their property historically significant.

This will go back to the subcommittees for further review and be brought back to Council.

572 Atlantic Water Tank

572 Atlantic Boulevard Water Tank Update. City Attorney Zachary Roth stated that there was an amendment in 2023 to the Development Agreement for the new Publix on Atlantic Boulevard. The amendment provided that there would be 12 months to connect to the Atlantic Beach extension. This has not happened. The amendment provides that an alternative plan must be determined. Setting up periodic updates to Council to continue to keep this on the front burner and that things are moving along until there is a solution. There would be quarterly reports including all that has been done in that period. Tonight is the first report.

Mayor Brown pointed out that the Cherry Street residents have been part of this. Mr. Roth added that they would be kept in the loop as well.

Andrew Greene, Neptune Beach, FL Realty LLC, joined remotely and commented he had met with the City to strategize on next steps. He reported that there would be additional flow tests at the hydrants with both the City Water Tower and pumps. They would then look at options to reach the flow rate achievable for the National Fire Codes so they are not relying on the water tank and pump for life safety.

COUNCIL COMMENTS

Council Comments

Mayor Brown announced the Water Tower Recognition Ceremony would be held on Thursday, April 25, 2024, at 4:00 p.m. at Stevens Park.

Adjournment

There being no further business, the workshop meeting adjourned at 7:17 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report

Departmental Recaps-04/30/2024

Police Department-Chief Michael Key (See Separate April 2024 Report)

Community Development-Heather Whitmore

1. Fire Marshal update: We have a contract with Universal Engineering Services to provide Fire Marshal services
2. Code Enforcement Officer update: New Code Enforcement Officer starts May 1st
3. Community Development Board May 8, 2024
 - a. Subcommittee meetings:
 - i. Historic Preservation
 - ii. Code
 - b. 450 Atlantic Blvd Development Order: Mixed Martial Arts, Pickleball, and Karaoke Lounge
 - c. 108 Orange St Development Order: Bed and Breakfast
 - d. 2101 Bartolome Rd: Lot Split

IT Department-Ricardo Pizarro

- ERP Asset Management—We are moving forward with the Munis upgrade to get prod/dev up to the latest edition. They have forwarded me some of the necessary workbooks to review to facilitate a proper asset implementation. We would like to circle back in the next few weeks to discuss this further as a team and review the workbooks with Finance.
- GIS—Implementation has begun. The city geodatabase and Portal for GIS have been initialized to create web applications. To enroll in proper ESRI training, we will need to know who will be creators, viewers, etc. Once all departments have decided on personnel, I will forward emails from ESRI providing access to training and resource materials. Land Base, Aerials, and BES data are being collected now to import.
- PD--The Fiber circuit between City Hall and PD is complete. I have been testing the circuit connectivity and rules to begin the migration of their internet services. We have also been working closely with Motorola to build out the 911 interfaces for CAD—this will be the final step before we can begin testing the new interface in dispatch. After meeting with Motorola, I will need to work with both COJ and AK Associated to coordinate the cutover.
- Public Works—Comcast fiber is completed. We brought up the new IPsec tunnel and will need to schedule the cutover, which will most likely occur prior to our next staff meeting.
- Bathrooms--More implementation of a custom application to facilitate the current needs. I would like to bring awareness that this is a limited-function application developed in-house that will need deeper discussion from all parties to ensure IT is providing the best solution. This is a growing endeavor, and I do not want to reinvent the wheel when other applications are available with commercial support. Whether we bring in and use our ticketing/project management system or another platform.

- Cameras--City hall camera system and vendor review are completed. Next up will be Public Works; however, with the number of exterior cameras and the Police Department also on the list, I would like to enlist an officer to sign off on video angles and best practices for security, safety, and awareness. (They will work in tandem with IT as a liaison?) Additional cameras will be installed this week.

Parks & Sustainability-Colin Moore

- \$500,000 State funding request for culvert replacements at Bay St and Davis St was included in the budget passed by the Legislature – budget now awaiting the Governor’s signature
- \$32.4 million US Army Corps of Engineers Duval County Shore Protection Project scheduled to begin 4/28 in Jax Beach - project timeline shows work in Neptune Beach from 6/2 to 6/22
- Met with FDOT Safety Office concerning additional crosswalk locations on Third St on 4/1 – potential locations include Orange St, Davis St, and Myra St
- Executed \$19,907.50 Florida DEP Reimbursable Funding Agreement for Wastewater Treatment Facility Sand and Grit Removal on 3/25
- Working with Beaches Town Center Agency on additional public parking areas that could accommodate Town Center employees
- A new permanent bicycle/pedestrian counter installed on the East Coast Greenway as part of the Statewide Non-Motorized Traffic Monitoring Program

Senior Center-Leslie Lyne

- CDBG staff visit on April 5, 2024, was very successful and complimentary.
- Retreat held on Saturday, April 13: 66 participants and 15 volunteers.
- CDBG annual audit of 2022-2023 is scheduled for May 1, 2024.
- Presentation to Christ United Methodist Church group on April 24.
- New opportunities being introduced: knitting, sound bath, writing a personal history.
- Excellent meeting with the Eckstein Charitable Trust to discuss ongoing needs and a tour of the new center. (They requested the most current audit and standing with the budget this fiscal year).
- Planning new day trip opportunities for summer and fall.

Human Resources-Jillian McCann

- Advertising for open positions:
 - Police Officer
 - Beaches Parking Ambassador
 - School Crossing Guard
 - Community Development Administrative Assistant
 - Emergency Communications Officer

- Conducted interviews for Code Enforcement; Ms. Tareva Womack was selected to fill the open position. She will begin employment with the City on May 1, 2024.
- The committee formed to identify and revise policies within our Employee Handbook is still meeting to update the policies accordingly.
- Department Heads have completed the ADA training assigned. The next training assignment will focus on Diversity, Equity, and Inclusion.
- Supervisors have completed their assigned training. The next assigned training will also focus on Diversity, Equity, and Inclusion.
- Working with Ronnie, Local 630 Business Manager, to clarify PERC designations within the City.
- Working with Jaime to provide salary and benefits information for the upcoming budget.
- Implementation for our new payroll/timekeeping system should start within the next few weeks with a live date of July 1, 2024.

City Clerk-Catherine Ponson

- Submitted Assignments for Clerk Professional Program: Create PESTLE analysis (Political, Economic, Sociocultural, Technological, Legal, and Environmental) of recent initiative and evaluate personal leadership using SWOT (strengths, weaknesses, opportunities, threats- due March 31 - Grade-100
- Fulfill ongoing public records requests and answered questions
- Update 2024 Election information, including quarterly financial reports
- Prepare April minutes and Council agenda packets
- Submitted legal notices to paper, including the 2023 Water Quality Report

Finance-Jaime Hernandez

1. Completed FY 21-22 financial audit:
 - a. Waiting for the auditor's review process to be completed for CONB to review and accept financials.
 - b. Auditor presents financials to the City Council.
 - c. Once presented, we will file with the various State agencies and financial institution to get back in compliance.
2. Completing ARPA report due on April 30th, 2024.
 - a. Executed Revenue Replacement by spending the funds on payroll and benefits on FY2022-23
 - b. Funds of \$3.2mm will be available for CIP in subsequent years without time constraints.
3. Invoiced and recovered \$649,152 for FYs 21 to 23 not reimbursed to the city by COJ for the following activities:
 - a. Ocean Rescue/Beach Cleanup \$586,950.
 - b. Penman Rd. agreement \$62,203.

4. Compiling and validating data on TYLER from Dynamics to perform reconciliations and establish beginning balances.

Public Works-Deryle Calhoun

(Updates in **bold**)

Potable water system

- Well 5 - 100% design documents have been received.
- **Water Management District - Consumptive Use Permit application additional information was submitted. Meeting scheduled with WMD.**
- Lead service lines inventory – EPA’s Lead and Copper Rule
 - Will complete field work in July; report to FDEP due October 2024.
 - **Over 2,100 locations have been inspected. No lead has been found but nine copper services have been (total CONB and customer services).** Galvanized, which may or may not be required to be replaced, has been found (300 total). About 3,700 accounts total.

Wastewater System

- **Permit renewal pre-application meeting was held with FDEP and engineering consultants. The treatment capacities of both plants will be addressed during the permit renewal process.**
- Redundant 3rd Street Crossing - plans essentially complete, working through FDOT permit approval. **Awaiting traffic control plan from traffic device vendor.**
- Florida Blvd force main extension to plant—The Surveyor has requested existing utility data from staff. A field **survey has begun.**
- **Storm and groundwater Inflow and Infiltration (I&I) reduction effort: Work continues with a consulting engineer to identify pipes for targeted cleaning and televising to identify defects.**

Stormwater System

- Stormwater model – Hopkins Creek is complete; the rest of the city will complete this FY.
- Project kick-off meeting with COJ and engineer for Hopkins crossing of Florida and Forest.
- 5-year CIP discussion and program to address Strategic Plan.
- Design for various small projects was approved by the council. **Engineering and survey are underway.**
- **The erosion control pilot project on Davis Creek will begin on May 2.**

Water Tower Repairs and Maintenance

- **Ribbon cutting scheduled for April 25**
- ROW permits have been received for work to close Florida Blvd while moving cellular equipment back to the water tower. A final road closure will be required to remove the temporary cell tower.
- **Site rehabilitation will include the tower site and across the street, and new fencing.**

City Hall Refresh

- **A Purchase Order has been issued to the contractor. Currently about four weeks out on mobilization, but after Dancin' in the Street event.**
- **A coating sample tinted to council-approved colors has been applied to a wall for review. The coating adhesion test was successfully performed.**
- **A Purchase Order for lighting improvements has been issued. A landscape plan is in development.**

Streets Paving

Working to finalize plan for milling and paving Midway and parts of Myrtle and Kings

Building Activity October 1, 2023 to September 30, 2024					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-23	97	54	202	\$ 22,747.07	\$1,815,941
Nov-23	67	64	145	\$ 21,240.24	\$2,137,749
Dec-23	69	57	121	\$ 25,076.22	\$3,926,104
Jan-24	80	40	171	\$32,451.56	\$1,608,064
Feb-24	97	73	160	\$26,968.00	\$2,956,444
Mar-24	95	72	169	\$20,826.74	\$1,474,411
Apr-24	78	54	161	\$24,588.71	\$2,196,388
May-24					
Jun-24					
Jul-24					
Aug-24					
Sep-24					
Totals	583	414	1129	\$173,898.54	\$16,115,101

Building Activity October 1, 2022 to September 30, 2023					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-22	91	85	205	\$30,369.43	\$2,390,976
Nov-22	139	87	215	\$38,808.51	\$4,625,038
Dec-22	101	73	157	\$22,702.00	\$3,726,454
Jan-23	90	85	195	\$20,532.41	\$2,490,367
Feb-23	131	87	188	\$19,080.38	\$1,332,719
Mar-23	131	88	242	\$26,492.36	\$2,925,374
Apr-23	109	90	193	\$18,041.44	\$1,429,516
May-23	131	88	242	\$26,492.36	\$2,925,374
Jun-23					
Jul-23					
Aug-23					
Sep-23					
Totals	923	683	1637	\$202,518.89	\$21,845,818
Difference	340	269	508	\$28,620.35	\$5,730,717



Case Activity Report

04/01/2024 - 04/30/2024

Case Date	Parcel #	Main Status	Date Completed	Description	Parcel Address	Assigned To	Activity Type	Assigned To
7/5/2023	173372 0600	Open		spoke with Mr. McCormick concerning about finishing the dry-in for inspection. Scheduled building official to inspect on afternoon of May 31st.	2033 OLEANDER PLACE	John J Ruley, Jr	Verbal Warning	Piper Turner
1/30/2024	177637 0000	Open		Received call from Stephen R. Smith Attorney stating that the property owners had received the letter and wanted to speak with Heather Whitmore. Call was transferred. Piper	1901 FOREST AVENUE	Piper Turner	information	Piper Turner
1/30/2024	177637 0000	Open		10 day notice to contact CDD sent	1901 FOREST AVENUE	Piper Turner	Send Letter	Piper Turner
4/3/2024	172649 0000	Open		PROPERTY APPRAISER'S WEBSITE SHOWS A CURB AT 111 ROSE IN 2023 BUT THERE WAS NO CURB IN 2022. NO PERMIT WAS APPROVED FOR OR ISSUED FOR ANY RIGHT OF WAY ACTIVITY. CASE OPENED.	111 ROSE PLACE		information	Piper Turner

Total Records: 4

5/1/2024



Agenda Item #8A
Ord. No. 2024-03
Spending Threshold

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	8A -Ordinance No. 2024-03, Spending Threshold
SUBMITTED BY:	City Attorney Zachary Roth
DATE:	May 1, 2024
BACKGROUND:	On September 5, 2023, Council adopted Ordinance No. 2023-06, which increased the threshold for City Council approval to \$25,000. This was reflected in Section 2-377 of the Code. Section 2-378 also refers to the spending threshold and needs to be amended. Ordinance No. 2024-03 as approved unanimously at First Read on April 1, 2024.
RECOMMENDATION:	Consider Adoption of Ordinance No. 2024-03
ATTACHMENT:	Ordinance No. 2024-03

INTRODUCED BY:
MAYOR BROWN



ORDINANCE NO. 2024-03

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-378, WRITTEN REQUEST TO COUNCIL; APPROVAL; BID INVITATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Neptune Beach desires to protect its citizens by diligently updating the Code of Ordinances of the City of Neptune Beach, and

WHEREAS, in 2016, the threshold for requiring City Council approval for expenditures was reduced from \$25,000 to \$9,999.00,

WHEREAS, since 2016, there have been significant increases in prices occasioned by numerous factors, including COVID-19, inflation, supply chain issues, and other matters;

WHEREAS, the City Council previously adopted Ordinance 2023-06, whereby the rate was adjusted in Section 2-377, but Section 2-378 was inadvertently omitted;

WHEREAS, the City Council has observed that the current threshold makes administration of the City's business unwieldy, requires matters to be delayed, and otherwise impairs the City's ability to perform its functions, and determines that reestablishing the prior threshold is appropriate.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, THAT:

Section 1. Amending Chapter II, Article VI, Section 2-378 of the City of Neptune Beach Code of Ordinances. Section 2-378 of the Code of Ordinances of the City of Neptune Beach, Florida, is hereby amended as follows:

Section 2-378. Written request to Council; approval; bid invitations.

Before any purchase or contract involving more than twenty-five thousand dollars (\$25,000), ~~nine thousand, nine hundred and ninety-nine dollars (\$9,999.00)~~ excluding automobiles, shall be considered, it shall be necessary for the City Manager to submit a written request for such purchase or contract to the Council. Upon receipt of such request the Council shall determine the needs of the City with reference thereto and if such request is deemed to be in the best interest of the City, the Council shall authorize and direct the City Clerk to prepare bid invitations therefor. Such bid invitations shall be full and explicit in regard to the subject of the contract and shall contain such information as is necessary to sufficiently describe and set forth the specifications so as to be clear, certain, definite and unambiguous.

Section 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative or void,

such holding or invalidity shall not affect the remaining portions of this Ordinance, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

Section 3. **Effective Date.** This Ordinance shall become immediately upon passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Kerry Chin	YES
Councilor Nia Livingston	YES
Councilor Josh Messinger	YES
Councilor Lauren Key	YES

Passed on First Reading this 1st day of April, 2024.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Nia Livingston
Councilor Josh Messinger
Councilor Lauren Key

Passed on Second and Final Reading this _____ day of _____, 2024.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and correctness:

Zachary Roth, City Attorney



**Agenda Item #9A
Dancin' in the Street**

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

AGENDA ITEM:	Dancin' in the Street Annual Event
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	05/06/2024
BACKGROUND:	This item seeks approval by Council for the 2024 Dancin' in the Street Town Center event which will involve the closure of City streets and a one-day waiver of the City's open container ordinance. The event will be held on Saturday, May 18, 2024, from 11:00 am until 9:30 pm. Sliders Oyster Bar, The Local and the Lemon Bar will be participating in this year's event and will obtain Extension of Premises permits for outdoor alcohol sales. The attached conditional approval letter has been carefully drafted with extensive input from the Neptune Beach Police Department regarding security stipulations.
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2024 Dancin' in the Street event. Supplemental documentation includes participant Special Events Applications, signed Hold Harmless Agreements and event site maps.

May 6, 2024

Ms. Patsy Bishop
Town Center Agency, Inc.
109 First Street
Neptune Beach, FL 32266

Ms. Kate Mangan
The Lemon Bar/Seahorse Oceanfront Inn
120 Atlantic Blvd.
Neptune Beach, FL 32266

Mr. Bobby Newell
The Local
301 Atlantic Blvd.
Neptune Beach, FL 32266

Ms. Deanna Wooten
Sliders Oyster Bar
218 First Street
Neptune Beach, FL 32266

Dear Ms. Bishop, Ms. Mangan, Ms. Wooten, and Mr. Newell:

Thank you for seeking permission to conduct the annual Dancin' in the Street event on Saturday, May 18, 2024, from 11:00 am to 9:30 pm. I understand your request includes closing the streets that perimeter the Town Center on May 18th from 5:00 am to 11:00 pm. These streets include Atlantic Blvd. from Second Street to the roundabout and First Street from Atlantic Blvd. to Orange Street. Additionally, you are asking for the closure of the 100 block of Atlantic Blvd. from May 17th to May 19th at Noon for stage setup and breakdown.

Further, you request the use of the Neptune Beach City Hall Chambers on May 18th for banking purposes. Alcohol is strictly prohibited within the City Hall building and may not be consumed on the premises.

Lastly, your request also includes waiving the open container ordinance for the day to allow alcohol sales by the Beaches Town Center Agency, Inc. within the event's boundaries. Participating establishments The Local, 301 Atlantic Blvd, Neptune Beach, The Lemon Bar/Seahorse Oceanfront Inn, 120 Atlantic Blvd., and Sliders Oyster Bar, 218 First Street, Neptune Beach, must secure temporary extension of premises permits from the ABT Licensing District Office to allow for outdoor alcohol sales.

By way of this letter, the City of Neptune Beach is conditionally granting permission for this event. Conditions are as follows:

- 1) Must meet and adhere to all rules established by the City Manager's Office of the City of Neptune Beach
- 2) **Proof of liability for at least \$1 million naming the City of Neptune Beach as additional insured must be provided no later than 48 hours prior to the event (forward to cback@nbfl.us)**
- 3) A contact name and number of a person in a position of responsibility must be provided for the event (*on file*).

- 4) Must adhere to all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government, except the open container ordinance within the festival perimeter.
- 5) Inspection of the event by a City of Neptune Beach designated Fire Marshal must be conducted to ensure the use of tents, etc., adhere to city code
- 6) Noise, such as microphones, bullhorns, amplified music, etc., must be kept to a minimal level and shall not be used before 9:00 am or after 9:30 pm.
- 7) Participants are prohibited from bringing coolers, backpacks, or alcoholic beverages into the event area.
- 8) Signage must be posted notating prohibited items that are visible before entry points and in the outer Town Center vicinity.
- 9) The event perimeter shall be secured utilizing break-away/crowd control fencing.
- 10) Bicycle racks must be provided on 1st Street between Cherry St and Orange Street. (Bike Rack Fencing)
- 11) No bicycles, skateboards, or pets/animals permitted within the event perimeter.
- 12) Promoter must hire TWENTY (20) Off-Duty Police Officers at \$55.00 per hour.
- 13) Town Center Staff must be actively available from the time of street closures until the streets reopen and all personnel have been compensated as agreed. The Town Center must provide a volunteer or staff member at each entrance gate.
- 14) The Town Center Agency must hire at least FOUR (4) off-duty Florida Licensed Paramedics. In addition to standard medical equipment, paramedics must be equipped with JFRD med coms and AED.
- 15) Promoter must provide traffic control devices determined necessary to close streets and control area traffic, inclusive of the following:
 - i. Cones
 - ii. Local Traffic Signs
 - iii. Road Closed signs
 - iv. Water Barricades
 - v. Bike Racks
 - vi. Break-away perimeter fencing
 - vii. Parking Areas security policy signage
- 16) Promoter must coordinate with partner businesses colored armbands consistent with those being used at the event's points of sale for alcoholic beverages
- 17) Sliders Oyster Bar is responsible for securing the alley located on the south side of their building to prohibit access to the event footprint without entrance through a designated gate; Sliders is required to "soft close" this entrance with one panel of cattle fencing in addition to staffing it with full-time private security personnel.
- 18) Promoter must contract with a State of Florida-licensed security company to provide a minimum of two (2) uniformed security officers at each entry/exit gate. A security company representative must complete a venue walk-thru with the police department one week prior to the event.
- 19) Security Officer's duties shall include, but are not limited to:

- i. Access Control at all entry gates-Bag Searches**
- ii. Must have a "Metal Detection Wand" at each access gate for mandatory searches of all patrons entering the event**
- iii. I.D. checks for over 21 at token/wristband locations.**
- iv. Security Officers must be equipped with a 2-way radio.**

20) The Promoter must hire two (2) off-duty Neptune Beach Public Works employees to assist with the setup and breakdown of traffic control devices and removal of trash from the venue at a rate of \$40.00 per hour; the Beaches Town Center Agency shall provide staff to regularly bag and remove debris and refuse during the event. The Beaches Town Center Agency shall also be required to provide trash bags and temporary trash receptacles placed throughout the venue.

21) Town Center vendors, volunteers, and event staff shall not consume alcoholic beverages.

22) Areas used must be free of debris when the event is completed.

23) No mechanical, motorized, or electric fair/carnival rides are permitted.

24) The use of THREE (3) stages shall be used only at designated areas:

- i. 100 blk of Lemon Street, Southside of the roadway 20'x16**
- ii. "The Local" Parking Lot/301 Atlantic Blvd 20'x16'**
- iii. Atlantic Blvd Endzone 38'x16'**

25) The City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur.

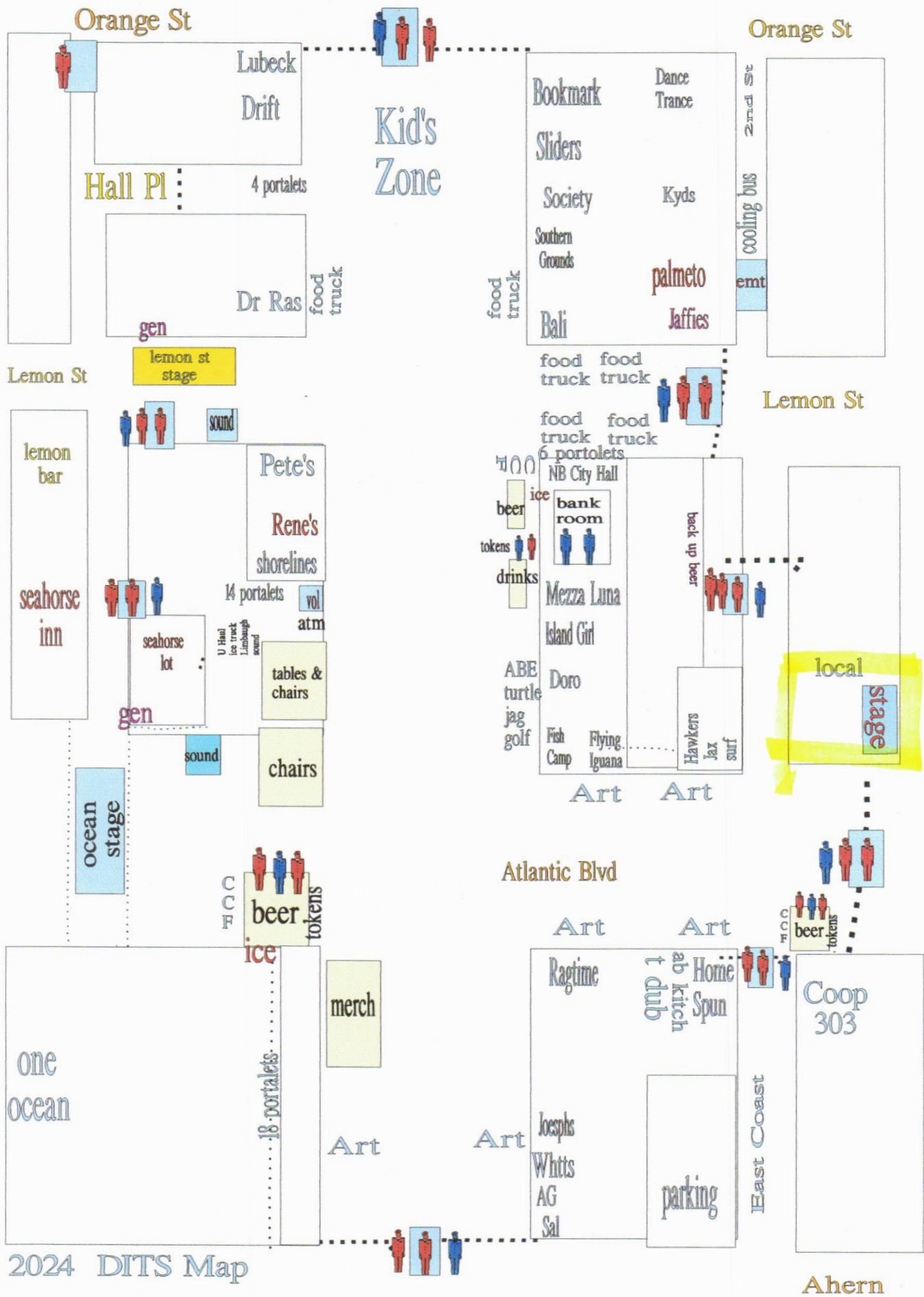
26) Failure to abide by any of the conditions set forth could result in the event being shut down at any time.

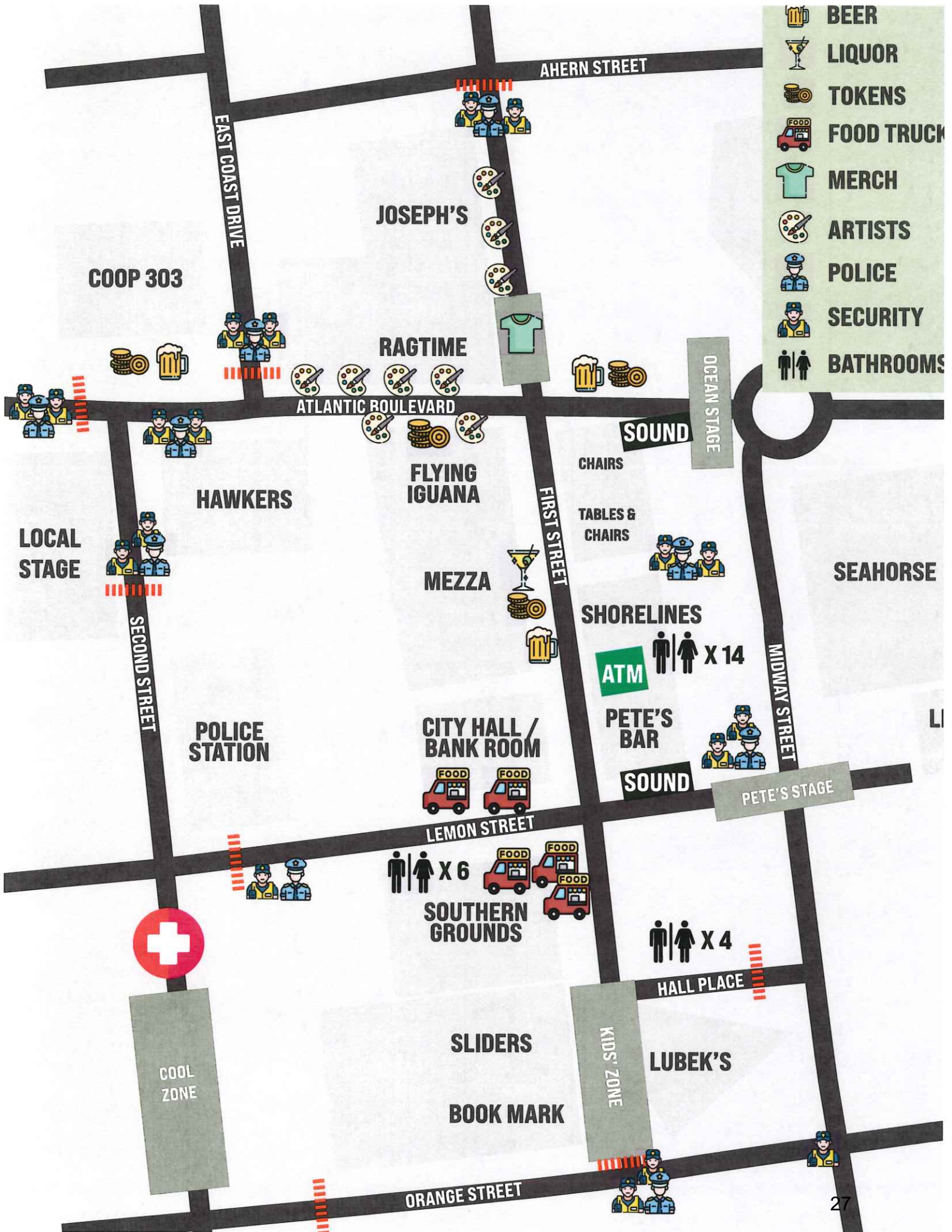
Please let me know if you have any questions or need further information regarding these stipulations.

Sincerely,

Richard J. Pike
City Manager

cc: Michael Key, Chief of Police, NBPD
Liam Toal, Commander, NBPD
Dustin Kamppi, Sergeant, NBPD
Heather Whitmore, Community Development Director, City of Neptune Beach
Deryle Calhoun, Public Works Director, City of Neptune Beach





- BEER
- LIQUOR
- TOKENS
- FOOD TRUCK
- MERCH
- ARTISTS
- POLICE
- SECURITY
- BATHROOMS



Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: <u>Patry BISAOP</u>	Applicant Phone Number: <u>904-485-0188</u>
Applicant Address: <u>109 First Street</u>	Applicant Email: <u>bishop beach @ yahoo.com</u>
Property Owner:	Property Owner Phone Number:
Property Owner Address:	
City:	State/Zip:
Property Owner Email:	
Description of Event: <u>Dancin' in the Street</u> <u>street festival with music, food trucks, kid's zone</u> <u>Artut & beer sales</u>	
Address of Event: <u>Beaches Town Center</u>	Date(s) of Event: <u>MAY 18, 2024</u>
Event Time(s): <u>street shutdown 6:00 AM - 11 PM</u> <u>event 11:00 AM - 9:30 PM</u>	Event Sponsor Name (if different from property owner) and Contact Person:
Event Sponsor Address: <u>109 First St NB</u>	
Event Sponsor Email: <u>bishop beach @ yahoo.com</u>	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

Patty Bishop 3/27/2024
Signature of Applicant Date

Signature of Property Owner Date

State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this ____ day of _____, 20____
____ who is personally known to me
or has presented _____ as identification.

Notary Public

Official Use Only	
☐ APPROVED w/ CONDITIONS:	
☐ DENIED:	
Signature:	Date:



Mr. Richard Pike
116 First Street
Neptune Beach, FL
32266

February 6, 2023

Dear Mr. Pike

The Beaches Town Center Agency annual event "Dancin' in the Street" is planned for Saturday, May 18, 2024. The festival hours are 11:00 AM to 9:30 PM. I am asking permission to close the streets that perimeter Beaches Town Center on May 18 from 5:00AM to 11:00 PM. These streets include Atlantic Blvd starting at Second Street to the roundabout and First Street from Atlantic Blvd to Orange Street. I am also requesting the 100 block of Atlantic Blvd to close on May 17 to May 19 at noon for the crew to do stage setup and breakdown. I would appreciate the use of the City Council chambers on May 18 for banking purposes.

I am asking for the City of Neptune Beach to waive the open container ordinance for the day to allow alcohol sales by the Beaches Town Center Agency Inc.

We will be employing private security along with the Neptune Beach Police and Atlantic Beach Police Departments to ensure a safe environment for the festival. I will meet with City Officials & Police Representatives again in March.

I am employing Atlantic Beach Public Work Employees for clean up & I am requesting use of city garbage cans and a large dumpster.

I look forward to the 37th annual Dancin' in the Street with the music, art show, food booths and kid's zone. Thank you for your help and support. Please call with any questions at 246-9133.

Sincerely,

Patsy Bishop

109 First Street Neptune Beach, FL. 32266



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Patsy Bishop

Contact Phone Numbers:
CELL 904-985-0188 WORK 904-246-9133

Signature of Applicant Patsy Bishop
Date 3/26/2024



Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: <u>Neptune Beach Club LLC</u> <u>Lemon Bar</u>	Applicant Phone Number: <u>904-372-0487</u> <u>856-383-3118</u>
Applicant Address: <u>120 Atlantic Blvd</u> <u>Neptune Beach, FL 32266</u>	Applicant Email: <u>Katemangan@remingtonhotels.com</u>
Property Owner: <u>Crew Pick</u>	Property Owner Phone Number: <u>904-246-2175</u>
Property Owner Address: <u>120 Atlantic Blvd</u>	
City: <u>Neptune Beach</u>	State/Zip: <u>FL 32266</u>
Property Owner Email: <u>Katemangan@remingtonhotels.com</u>	
Description of Event:	
Address of Event: <u>120 Atlantic Blvd. Neptune Beach, FL 32266</u>	Date(s) of Event: <u>5/18/24</u>
Event Time(s): <u>11:00am - 10:00pm</u>	Event Sponsor Name (if different from property owner) and Contact Person:
Event Sponsor Address:	
Event Sponsor Email:	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

Kate Mangan
Signature of Applicant

3/27/24
Date

[Signature]
Signature of Property Owner

4.2.24
Date

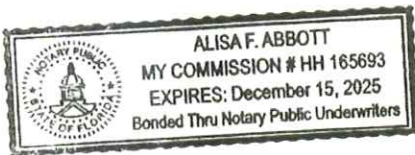
State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 2 day of April, 2024

Drew Fricke who is personally known to me

or has presented _____, as identification.



DW Abbott
Notary Public

Official Use Only	
☐ A	<u>Kate Mangan</u> <u>856-383-3118</u> <u>Lemon Bar</u> <u>Cheryl</u>
☐ D	
Sign	



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Kate Mangan

Contact Phone Numbers:

CELL 856-383-3118 WORK 904-372-0487

Signature of Applicant

Date

Kate Mangan
4/3/24



Billy Howell
904 510 6016
bhowell@coastalga.com

Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: <i>Jack C. Denetree III</i>	Applicant Phone Number: <i>904-962-6314</i>
Applicant Address: <i>301 Atlantic Blvd # 32266</i>	Applicant Email: <i>jcdenetree@coastalga.com</i>
Property Owner: <i>Jack C. Denetree III</i>	Property Owner Phone Number: <i>904-962-6314</i>
Property Owner Address: <i>2004 Howland St 301</i>	
City: <i>Tuckersville</i>	State/Zip: <i>FL 32204</i>
Property Owner Email: <i>jcdenetree@coastalga.com</i>	
Description of Event: <i>Dancing in the Streets</i>	
Address of Event: <i>301 Atlantic Blvd</i>	Date(s) of Event: <i>May 18th 2024</i>
Event Time(s): <i>11am - 10pm</i>	Event Sponsor Name (if different from property owner) and Contact Person:
Event Sponsor Address:	
Event Sponsor Email:	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)


Signature of Applicant

4/2/24
Date


Signature of Property Owner

4/2/24
Date

State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 2nd day of April, 2024

Tack Demetree who is personally known to me

or has presented Florida Drivers License as identification.



EDWARD J. KORCHNAK
Commission # HH 338427
Expires December 5, 2026


Notary Public

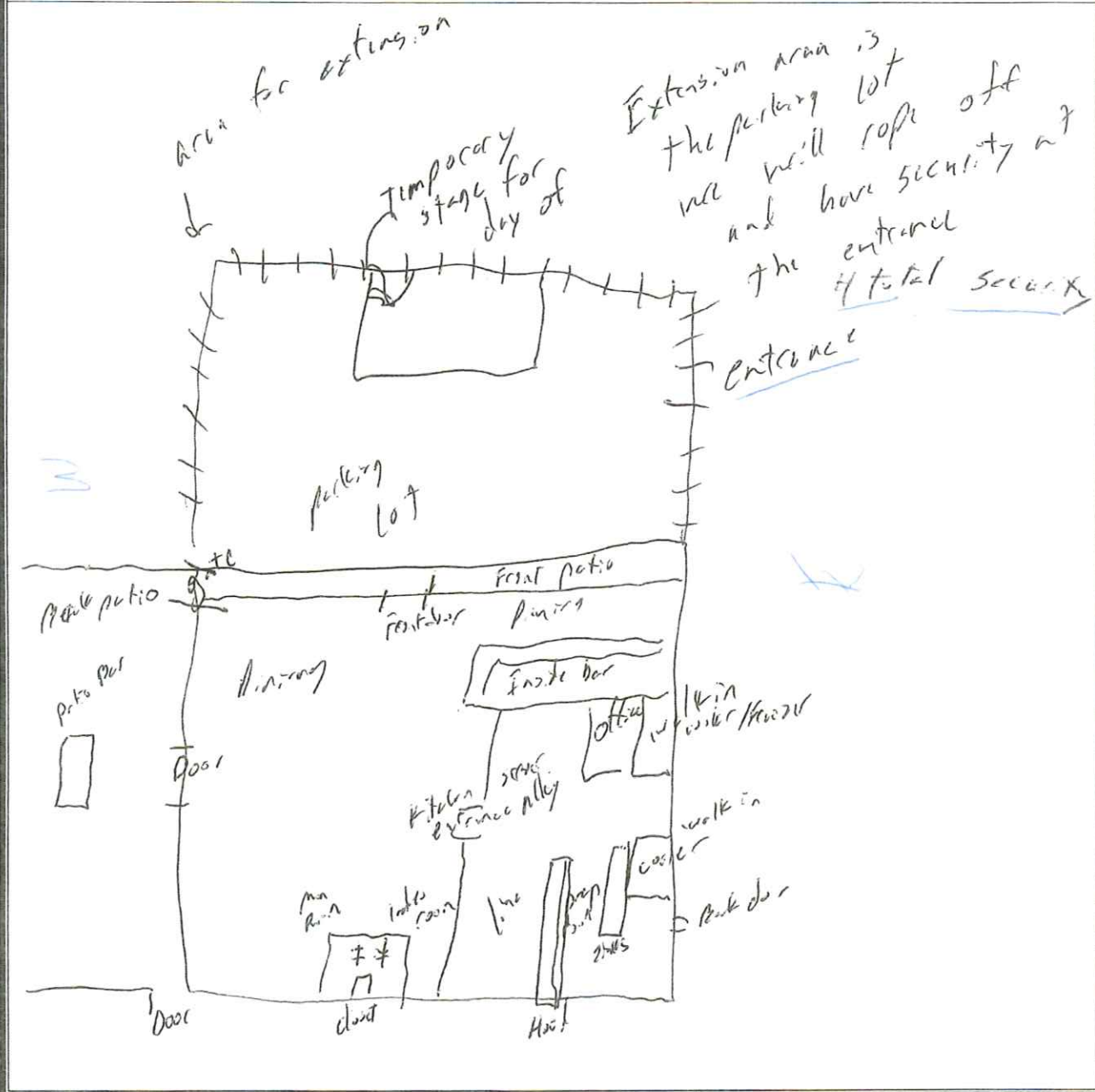
Official Use Only	
☐ APPROVED w/ CONDITIONS:	
☐ DENIED:	
Signature:	Date:

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A)

- | | | | |
|----|------------------------------|--|--|
| 1. | Yes ☐ | No ☒ | Is the proposed premises movable or able to be moved? |
| 2. | Yes ☐ | No ☒ | Is there any access through the premises to any area over which you do not have dominion and control? |
| 3. | Yes ☐ | No ☒ | Are there more than 3 separate rooms or enclosures with permanent bars or counters? |
| 4. | Yes ☐ | No ☐ | Is the business located within a Specialty Center? If yes, check the applicable statute:
☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S. |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kerrie Kenna, PIAM, CPIW
Wellhouse Company, LLC	PHONE (A/C, No, Ext): (904) 256-9481
1 Independent Drive Suite 3125	FAX (A/C, No): (904) 372-1860
Jacksonville FL 32202	E-MAIL ADDRESS: kkenna@wellhousecompany.com
INSURED	INSURER(S) AFFORDING COVERAGE
The Big Roost, LLC; Roost Restaurants, LLC DBA The Local	INSURER A: Southern-Owners Insurance Company
1 Independent Drive Suite 3120	INSURER B: Zenith Insurance Company
Jacksonville FL 32202	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23/24A

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER			78868702	6/13/2023	6/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			78868702	6/13/2023	6/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			52868708	6/13/2023	6/13/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	Z136211404	9/11/2023	9/11/2024	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			78868702	6/13/2023	6/13/2024	Each Common Cause 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Event Date - May 18, 2024

CERTIFICATE HOLDER

CANCELLATION

The City of Neptune Beach 116 First Street Neptune Beach, FL 32266-6140	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Stein, CPCU/KK

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ACORD 25 (2014/01)

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INS025 (201401)



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasers shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasers. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Jack C Donetree III

Contact Phone Numbers:

CELL 904-962-0314 WORK _____

Signature of Applicant _____

Date 4/8/24



Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- **Site Plan** showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- **Proof of liability insurance covering at least \$1,000,000**
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- **Hold Harmless Agreement for Special Events**

Applicant Name: Deanna Wooten / Sliders & Oyster Bar		Applicant Phone Number: 904-303-2264	
Applicant Address: 218 First Street Np Beach, FL 32266		Applicant Email: deanna@safeharborseafood.net	
Property Owner: Christina Deanna Wooten		Property Owner Phone Number: 904-303-2264	
Property Owner Address: 106 Florida Blvd			
City: Neptune Beach		State/Zip: Fla. 32266	
Property Owner Email: deewooten@bellSouth.net			
Description of Event: Dancin' in the Street			
Address of Event: 218 First Street		Date(s) of Event: May 18, 2024	
Event Time(s): all day - 11-9:00 PM		Event Sponsor Name (if different from property owner) and Contact Person: BTC	
Event Sponsor Address:			
Event Sponsor Email: mybeachestowncenter@gmail.com			

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

Signature of Applicant

Date

Signature of Property Owner

Date

State of Florida
County of Duval



(Notary Seal)

Subscribed and sworn to before me on this 25 day of April, 2024
Deanna Wouter who is personally known to me

or has presented _____, as identification.

Michelle C. Tuttle

Notary Public

Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256	CONTACT NAME: Sarah Alsamran PHONE (A/C, No, Ext): (904) 565-1952 E-MAIL ADDRESS: Sarah.Alsamran@bbbrown.com FAX (A/C, No): (904) 565-2440 INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: FFVA Mutual Insurance Co. INSURER D: INSURER E: INSURER F:	NAIC # 10190 18988 10385
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COVERAGES **CERTIFICATE NUMBER:** 23-24 Liab **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		202322-78051961-23	10/06/2023	10/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			53-051961-00	10/06/2023	10/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC840-0801722-2023B	10/06/2023	10/06/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Dancin in the streets May 18th 2024; City of Neptune Beach is included as Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER City of Neptune Beach 116 First Street Neptune Beach FL 32266	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print)

Deanna Wooten Stiders Oyster Bar

Contact Phone Numbers:

CELL

204-303-2264

WORK

904-303-2264

Signature of Applicant

Date

4-25-2024



Agenda Item #10A
911 User Fee Agreement

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	10A -Agreement for 911 User Fee Distribution
SUBMITTED BY:	Jacksonville Sheriff's Office
DATE:	May 1, 2024
BACKGROUND:	This is the annual agreement for the purpose of distributing proceeds collected and set aside via the 911 user fee to be used to pay a portion of the salaries and related expenses for 911 call takers for that portion of their time spent answering and handling 911 calls.
RECOMMENDATION:	Consider Approving the 911 Agreement
ATTACHMENT:	Agreement for 911 User Fee Distribution

AGREEMENT FOR 911 USER FEE DISTRIBUTION
(City of Neptune Beach)

This Agreement for 911 User Fee Distribution (this “**Agreement**”) is dated _____, 2024, and is between the **Jacksonville Sheriff’s Office**, an office organized and existing under the charter and ordinance code of the City of Jacksonville (“**JSO**”), and the **City of Neptune Beach**, a municipal corporation in Duval County, Florida (“**Neptune Beach**”).

Whereas, the parties want to enter into this Agreement for the purpose of distributing proceeds collected and set aside via the 911 user fee to be used to pay a portion of the salaries and related expenses for 911 call takers for that portion of their time spent answering and handling 911 calls under the provisions of section 365.172, Florida Statutes, as authorized to be imposed by the governing body of Duval County, Florida.

Whereas, the City of Jacksonville’s City Council, acting as the governing body of Duval County, Florida, has authorized the fees collected to be used to fund this Agreement wherein Neptune Beach will receive its pro rata share, to be used for lawful purposes.

Now, therefore, the parties agree as follows:

1. Calculation of Distribution.

- (a) Neptune Beach shall receive a distribution proportion of the 911 user fee (the “**Distribution**”) calculated by taking the total call taker salary from Neptune Beach, multiplying that amount by the portion attributed to 911 calls versus administration calls not to include dispatching calls (if not available, the JSO percentage will be utilized), and multiplying that amount by the five-year weighted average of 911 calls (if calls are not segregated by emergency/non-emergency, then the JSO average will be utilized).
- (b) If the available net revenues (total 911 revenue less 911 administration salaries and benefits and operating expenses) are greater than or equal to the total calculated Distributions of the five public safety answering points, that is JSO, the City of Jacksonville Fire Department, the City of Atlantic Beach, the City of Jacksonville Beach, and the City of Neptune Beach (collectively, the “**PSAPs**”), then the entire Distribution will be available to Neptune Beach. If the available net revenues are less than the total calculated Distributions of the PSAPs, then Neptune Beach will receive its pro rata share based on the percentage of its Distribution to the total calculated Distribution of the PSAPs.
- (c) The maximum amount to be distributed by JSO to Neptune Beach as a result of this calculation for fiscal year 2023–2024 is SEVENTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE AND 16/100 DOLLARS (\$76,423.16).
- (d) The Distribution shall be remitted to the respective city manager or finance director or their designee on a quarterly basis.
- (e) The salary period covered under this Agreement shall be retroactive to October 1, 2023, and shall continue through September 30, 2024.

2. **Use of Distribution.**

(a) The 911 user fees collected and distributed as provided in this Agreement shall be utilized only for call taker salaries and associated expenses, in accordance with section 365.172, Florida Statutes.

(b) By accepting funds, Neptune Beach hereby agrees to provide an audit or accounting of such funds and the manner in which they were expended in accordance with section 11.45, Florida Statutes.

(c) Neptune Beach hereby acknowledges full payment and performance under all prior agreements on this subject and hereby waives any right to assert any claim for failure of performance in prior years.

3. **Termination.** Either party may terminate this Agreement at any time and for any reason by notifying the non-terminating party in writing, at which point this Agreement will terminate 30 days after the non-terminating party receives the notice.

4. **Relationship of Parties.** Nothing in this Agreement delegates any constitutional or statutory duty of one party to the other party. Except as set forth in this Agreement, neither party shall have any responsibility with respect to services provided or the contractual obligations of the other party. Nothing in this Agreement shall be deemed to constitute that the party is a partner, agent, or local representative of the other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

5. **Recitals.** The recitals are accurate and true and are hereby incorporated in and made a part of this Agreement.

6. **Severability.** The invalidity or unenforceability of any clause or provision in this Agreement shall in no way affect the validity or enforceability of any other clause or provision.

7. **Amendment; Waiver.** No amendment or modification of this Agreement will be effective unless it is in writing and signed by the parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

8. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement lies exclusively in the appropriate court in Duval County, Florida.

9. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

10. **Counterparts.** This Agreement may be executed electronically and in several counterparts each of which will be deemed an original and all of which will constitute one instrument.

In witness whereof, the parties are signing this Agreement the day and year first written above.

Witness

Jacksonville Sheriff's Office, an office
organized and existing under the charter and
ordinance code of the City of Jacksonville

Pursuant to section 37.101(m), Jacksonville Ordinance Code

By: _____
Name: _____
Title: _____

By: _____
T.K. Waters
Sheriff

Witness

City of Neptune Beach, a municipal
corporation in Duval County, Florida

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Encumbrance and funding information for internal City use:

Maximum Indebtedness: \$76,423.16

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
City Contract No.: _____

Form Approved:

Office of General Counsel



**Agenda Item #10B
Grubbs Emergency
Services**

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

AGENDA ITEM:	10B - Agreement for Disaster Debris Removal and Disposal Continuing Services between Grubbs Emergency Services, LLC and the City of Neptune Beach
SUBMITTED BY:	Grubbs Emergency Services
DATE:	May 1, 2024
BACKGROUND:	This agreement is for disaster debris removal and disposal. This is a piggyback contract between Grubbs Emergency Services, LLC and the City of Newberry.
RECOMMENDATION:	Consider the Agreement for Disaster Debris Removal and Disposal
ATTACHMENT:	Authorization letter Agreement between Grubbs Emergency Services, LLC and the City of Newberry



April 29, 2024

City of Neptune Beach
Attn: Mr. Richard Pike, City Manager
116 First Street
Neptune Beach, FL 32266-6140

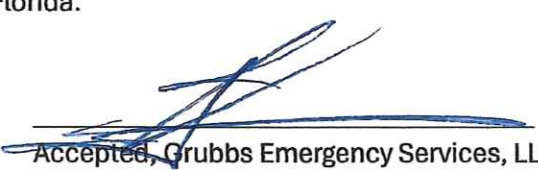
Dear Mr. Richard Pike ,

As authorized by the City Council for the City of Neptune Beach, Florida, hereby approves the Agreement for Disaster Debris Removal and Disposal Continuing Services between Grubbs Emergency Services, LLC. and the City of Neptune Beach, Florida.

Pursuant to the City of Neptune Beach, Florida procurement regulations, the City of Neptune Beach, Florida hereby consents to "piggyback" the agreement for Disaster Debris Removal and Disposal Continuing Services (Contract Award: Executed 25NOV19) including all attachments between the City of Newberry, Florida and Grubbs Emergency Services, LLC. (for the period of November 25, 2019 through November 25, 2024). The same terms and conditions that apply in the agreement for Disaster Debris Removal and Disposal Continuing Services, including all attachments, between the City of Newberry, Florida and Grubbs Emergency Services shall apply to the City of Neptune Beach, Florida. Except for the following: not applicable, i.e.: contract beginning date, ending date and renewal terms.

All references to the City of Newberry, Florida a political subdivision of the State of Florida, shall be assumed to pertain to the City of Neptune Beach, Florida.

Accepted, City of Neptune Beach
Printed Name: Richard Pike
Title: City Manager
Date: _____



Accepted, Grubbs Emergency Services, LLC
Printed Name: John G. Grubbs
Title: Managing Member
Date: 4/29/24

Attachment: Fully Executed Agreement

**CONTRACT FOR DISASTER DEBRIS
REMOVAL AND DISPOSAL CONTINUING SERVICES**

THIS CONTRACT, made this 25th day November of, 2019, by and between the CITY OF NEWBERRY, a municipal corporation existing under the State of Florida, hereinafter referred to as the "CITY" and Grubbs Emergency Services, LLC the "CONTRACTOR", for the term specified herein, upon a mutual Contract of the parties, agree as follows:

WHEREAS, the CITY desires to engage a contractor to provide it with professional services on an as-needed basis. The professional services may include, but are not limited to certain debris removal and disposal services on a continuing basis.

WHEREAS, the CITY has selected CONTRACTOR to provide described services, when and as-needed, and when and as requested by the CITY, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

WHEREAS, It is the intent of the parties that the CONTRACTOR shall perform services with respect to CITY projects only when requested and authorized in writing by the CITY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to CONTRACTOR for each separate project to be negotiated between the CITY and the CONSULTANT and be defined and embodied in a separate task order or purchasing order. Each order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon the parties as to each task order or purchasing order.

WHEREAS, the Contract is a continuing contract for professional services of the CONTRACTOR to provide and perform professional services to the CITY when and as needed, but is subject to being terminated as provided for in this Contract.

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

SCOPE AND REQUEST FOR SPECIFIC SERVICES

The CONTRACTOR is to perform the work as defined in the **Request for Proposal (RFP No. 2019-05)** and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as **Exhibit A – Solicitation Document**, incorporated by reference herein and made a part thereof as fully as if herein set forth, which from time to time, the City may request the CONTRACTOR to perform (the "Work") (any references to "Consultant" in Exhibit A shall also mean CONTRACTOR as used herein). Unless otherwise specified herein, the

CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work which the CITY may request of CONTRACTOR, from time to time. CONTRACTOR shall perform no services to the CITY until specifically requested to do so by the CITY. Each request for services to be rendered and performed by the CONTRACTOR shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONTRACTOR for such separate project to be negotiated and agreed upon between the CITY and the CONTRACTOR and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the CITY and the CONTRACTOR. All work shall be awarded pursuant to the CITY's purchasing policy.

TERM OF CONTRACT

The period of this Contract shall be for five (5) years, beginning on the above contract date.

COMPENSATION

The CONTRACTOR agrees to provide the services, equipment and materials as specified in its proposal to the CITY at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Exhibit B – Vendor's Submittal**, incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in **Exhibit B – Vendor's Submittal**, may be increased or decreased by the CITY under the Extra Services provision of this Contract, through the issuance of a Contract Amendment, if applicable.

Any prices specified in this Contract or Amendment thereto, will remain firm for the term of this Contract or Amendment.

However, if the method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect, **the CITY may require a ceiling price for certain work.**

PAYMENT

All invoices received by the CITY are payable within thirty (30) days from receipt, provided they have first been approved by the Department of Finance and Administration and the CITY has accepted the Work. The CITY reserves the right, with justification, to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the using department.

All invoices shall be directed to the Department of Finance and Administration (as indicated on the CITY's Purchase Order), City of Newberry, 25440 W. Newberry Road, Newberry, Florida 32669.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER AND CONTRACT NUMBER AS STATED HEREIN.

GENERAL CONDITIONS

A. Control, Supervision and Inspection of the Work

1. The CITY shall have full control and direction of the Work in all respects. The CITY shall furnish all drawings and specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the CITY deems necessary.
2. The CITY shall at all times have the right to inspect the work and the site. If requested by the CITY, the CONTRACTOR shall uncover any if the work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the CITY may desire, respecting the quality of the Work and materials and the manner of conducting Work. The CITY shall not have the power to waive the CONTRACTOR's obligation to properly perform the Work as herein prescribed.
3. The CITY's right to inspect and supervise shall not relieve the CONTRACTOR from its responsibilities and obligations under the Contract. The CITY shall not be responsible for the safety of the workmen, the safeguarding of the Work, or the proper performance of the CONTRACTOR.

B. Patents and Copyrights

The CONTRACTOR shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. CONTRACTOR shall, at its own expense, hold harmless and defend the CITY against any claim, suit or proceeding brought against the CITY which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The CONTRACTOR shall pay all damages and costs awarded against the CITY.

C. Fiscal Year Funding Appropriations

1. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the CITY, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission of funds therefore.

2. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the CONTRACTOR shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

D. Termination for Default

The performance of Work under this Contract may be terminated by the Director of Finance and Administration, in whole or in part, in writing, whenever the CITY has determined that the CONTRACTOR has failed to meet the performance requirements of this Contract.

The Director of Finance and Administration has a right to terminate for default if the CONTRACTOR fails to make delivery of the supplies or perform the Work, or if the CONTRACTOR fails to perform the Work within the time specified in the Contract, or if the CONTRACTOR fails to perform any other provisions of the Contract.

Failure of a CONTRACTOR to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Director of Finance and Administration or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Director of Finance and Administration, shall constitute authority for the Director of Finance and Administration to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the CONTRACTOR or his/her surety, shall reimburse the CITY, within a reasonable time specified by the Director of Finance and Administration, for any expense incurred in excess of the Contract prices.

Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the CITY reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Finance and Administration. The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Finance and Administration that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the CONTRACTOR.

E. Termination for Convenience

The Director of Finance and Administration may terminate, in whole or part, this Contract at its convenience with advance written notice to the CONTRACTOR.

In the event of such a termination by the CITY, the CITY shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the

effective date of termination and other reasonable costs associated with the termination.

F. Warranty

The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications in **Exhibit A – Solicitation Document**, the CONTRACTOR warrants that all equipment and materials provided shall be new. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the CONTRACTOR shall, at the CITY's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or refund to the CITY, the charge paid by the CITY, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other contractors.

G. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract.

The CONTRACTOR or CITY, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the CONTRACTOR's or CITY's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the CONTRACTOR's or CITY's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the CONTRACTOR's or CITY's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the Director of Finance and Administration may at his/her discretion, cancel this Contract for the convenience of the CITY.

H. Indemnification, Insurance, and Bond Requirements

1. Indemnity

The CONTRACTOR hereby agrees to indemnify and hold harmless the CITY, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance

The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract the insurance coverage and limits established in **Exhibit A – Solicitation Document**.

3. Bonds

When the Contract amount or estimated cost of the project exceeds \$50,000, a Performance Bond and a Payment Bond issued in an amount equal to 120% of the Contract amount or estimated cost of the project, to be determined in the discretion of the CITY, for a twelve (12) month term by a surety company considered satisfactory by the CITY will be required from the CONTRACTOR for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the CITY from lawsuits for non-payment of debts as might be incurred during the CONTRACTOR's performance under such Contract. The Performance Bond and the Payment Bond forms will be included in the Contract Documents and said forms must be properly executed by the surety company and CONTRACTOR within (10) days after receipt of notification from the CITY of its Notice to Proceed to mobilize.

I. Acceptance

The CITY will be deemed to have accepted the Work after the CITY's authorized representative has issued a written statement the Work is satisfactorily completed and the CITY has accepted and issued final payment for the completed Work.

The Work under this Contract shall remain the property of the CONTRACTOR until the CITY accepts it. In the event the Work furnished under this Contract is found to be defective or does not conform to the specifications, the CITY reserves the right to cancel the Contract upon written notice to the CONTRACTOR.

J. Correction of Work

The CONTRACTOR shall promptly correct all Work rejected by the CITY as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected Work.

K. Right to Audit Records

The CITY shall be entitled to audit the books and records of the CONTRACTOR or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract.

L. Records and Reports Retention

As required by [Florida Statute, Chapter 119](#), the CONTRACTOR shall allow access to and retain records and reports pertaining to this contract as called for in the Solicitation Document under

the paragraph entitled "Contractor Public Records Requirements - Contract for Services".

M. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract.

The CONTRACTOR agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

N. Information

All information, data, designs, plans, drawings, and specifications furnished to or developed for the CITY by the CONTRACTOR or its employees, pursuant to this Contract, shall be the sole property of the CITY and all rights therein are reserved by the CITY, except that the CONTRACTOR may disclose any such information to its corporate affiliates and their agents.

O. Safety Measures

The CONTRACTOR shall take all necessary precautions for the safety of the CITY's and CONTRACTOR's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the Workmen and public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the Work site.

P. Extra Services

The CITY, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract. If the CONTRACTOR plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the CITY written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

The CONTRACTOR shall give this written notice to the CITY, and a written approval secured from the Director of Finance and Administration, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the CONTRACTOR shall immediately proceed.

No claim for extra work will be considered valid by the CITY unless first submitted in writing.

Q. Familiarity with the Work

The CONTRACTOR by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The CITY will not be responsible for any alleged misunderstanding of the Work to be furnished

or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as his stated commitment to fulfill all the conditions referred to in this Contract.

R. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the CONTRACTOR to the CITY upon the CITY's final acceptance of the Work.

MISCELLANEOUS PROVISIONS

- A. The CONTRACTOR shall not employ subcontractors without the advance written permission of the CITY.
- B. Assignment of this Contract shall not be made without the advance written consent of the Director of Finance and Administration.
- C. The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. The CONTRACTOR agrees to comply with all other applicable contract provisions required by 2 C.F.R. § 200.326 and Appendix II of Part 200 thereof for purposes of public assistance federal procurement, regardless of whether such provisions are expressly set forth herein.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Director of Finance and Administration or his designee.
- E. The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. The CONTRACTOR shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.
- G. All disputes between the parties shall be resolved in accordance with the City Codes, Ordinances, and/or Procedures.
- H. The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on CITY property by the CONTRACTOR.
- I. This Contract is considered a non-exclusive Contract between the parties.
- J. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- K. Any litigation arising out of this Contract shall be had in the Courts of Alachua County, Florida.
- L. The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to CONTRACTOR, the undersigned hereby warrants and certifies that he/she



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750	CONTACT NAME: Brendan McAuley PHONE (A/C, No, Ext): (352) 796-1451 FAX (A/C, No): (352) 799-5986 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hallmark Specialty Insurance Company NAIC # 26808 INSURER B: Ohio Security Insurance Company 24082 INSURER C: Lloyds of London N/A INSURER D: Westchester Surplus Lines Insurance Co. 10172 INSURER E: Ohio Casualty Insurance Company 24074 INSURER F:
INSURED Grubbs Emergency Services LLC SunWest Acquisition Inc. P.O. Box 468 Aripeka FL 34679	

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		G094008620	2/10/2019	2/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ \$10,000 PIP ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		BAS57550696	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			GREXS00098900	2/10/2019	2/10/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	CONTRACTORS POLLUTION LIAB			G71533529001	6/7/2019	6/7/2020	LIMIT EA POLLUTION CONDITION \$1,000,000
E	INLAND MARINE POLICY			BMO59400836	3/13/2019	3/13/2020	\$1000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits shown are those in effect at policy inception date.

Certificate holder is listed as additional insured with respect to General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Newberry Finance Department 25445 W Newberry Road Newberry, FL 32669	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brendan McAuley/CLARE
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CERTIFICATE OF LIABILITY INSURANCE							Date 11/7/2019	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage Insurer A: Lion Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:			NAIC # 11075	
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence		\$
						Damage to rented premises (EA occurrence)		\$
						Med Exp		\$
						Personal Adv Injury		\$
						General Aggregate		\$
						Products - Comp/Op Agg		\$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)		\$
						Bodily Injury (Per Person)		\$
						Bodily Injury (Per Accident)		\$
						Property Damage (Per Accident)		\$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made Deductible				Each Occurrence		
						Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	☒ WC Statutory Limits ☐ E.L. Each Accident ☐ E.L. Disease - Ea Employee ☐ E.L. Disease - Policy Limits		\$1,000,000 \$1,000,000 \$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 83-67-127 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Grubbs Emergency Services, LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com Project Name: ISSUE 11-07-19 (KLR)								
Begin Date: 9/18/2017								
CERTIFICATE HOLDER CITY OF NEWBERRY FINANCE DEPARTMENT 25445 W. NEWBERRY ROAD NEWBERRY, FL 32669				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				

is authorized to enter into this Contract and to execute same on behalf of the CONTRACTOR as the act of the said CONTRACTOR.

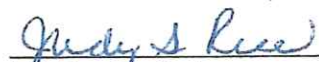
M. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other Contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

By: 
Jordan Marlowe, Mayor

By: 
Mike New, City Manager

ATTEST:

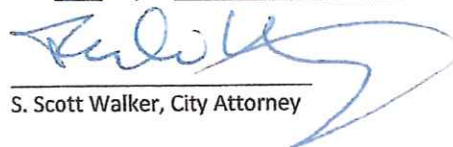

Judy Rice, City Clerk

[CONTRACTOR] Grubbs Emergency Services, LLC

By: 
Print Name: John G. Grubbs Managing Member

Approved as to legal form and content:

This 29th day of November, A.D., 2019


S. Scott Walker, City Attorney

City of Newberry

COSTS & FEES

	UNIT	UNIT PRICE
A. DESCRIPTION OF SERVICE		
Management of TDSRS	DAILY	\$ 1,000.00
B. UNIT RATE PRICE SCHEDULE		
1. Vegetative Debris Removal From ROW - Work consists of the collection and transportation of vegetative debris on the public ROW to a City approved TDSR site or City designated final disposal site. (Mileage is based upon one-way haul distance.)		
0- 29.99 miles	CY	\$ 10.00
30- 59.99 miles	CY	\$ 10.10
60- 89.99 miles	CY	\$ 10.25
90-119.99 miles	CY	\$ 10.30
120- 149.99 miles	CY	\$ 11.00
150 - 179.99 miles	CY	\$ 11.20
180 miles or greater	CY	\$ 11.50
2. Vegetative Debris Removal from Roadway - Work consists of the collection and transportation of vegetative debris on a private roadway to a City approved TDSR site or City designated final disposal site. (Mileage is based upon one way haul distance.)		
0- 29.99 miles	CY	\$ 10.00
30- 59.99 miles	CY	\$ 10.10
60 - 89.99 miles	CY	\$ 10.25
90-199.99 miles	CY	\$ 10.30
120 - 149.99 miles	CY	\$ 11.00
150 - 179.99 miles	CY	\$ 11.20
180 miles or greater	CY	\$ 11.50
3. Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW to a City approved TDSR site or City designated final disposal site. MSW includes furniture, mattresses, carpet, etc. (Mileage is based upon one-way haul distance.)		
0 - 29.99 miles	CY	\$ 10.00
30 - 59.99 miles	CY	\$ 10.10
60 - 89.99 miles	CY	\$ 10.25

90- 119.99 miles	CY	\$ 10.30
120- 149.99 miles	CY	\$ 11.00
150-179.99 miles	CY	\$ 11.20
180 miles or greater	CY	\$ 11.50
4. Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of collection and transportation of Eligible C&D or MSW debris on private roadways to City approved TDSR site or City designated final disposal site. MSW includes furniture, mattresses, carpet, etc. (Mileage based on one-way haul distance.)		
0- 29.99 miles	CY	\$ 10.00
30- 59.99 miles	CY	\$ 10.20
60- 89.99 miles	CY	\$ 10.25
90- 119.99 miles	CY	\$ 11.00
120- 149.99 miles	CY	\$ 11.20
150 - 179.99 miles	CY	\$ 11.50
180 miles or greater	CY	\$ 11.60

	UNIT	UNIT PRICE
5. Eligible Demolition, Removal, and Transportation of Structures - Work consists of the demolition of structures on public property and hauling the resulting debris to a City designated final disposal site. (Mileage is based upon one-way haul distance.)		
0- 29.99 miles	CY	\$ 10.00
30-59.99 miles	CY	\$ 10.20
60-89.99 miles	CY	\$ 10.30
90 - 119.99 miles	CY	\$ 11.00
120- 149.99 miles	CY	\$ 11.20
150- 179.99 miles	CY	\$ 11.30
180 miles or greater	CY	\$ 11.50
6. Eligible Demolition, Removal, and Transportation of Structures - Work consists of the UNIT demolition of structures on private property and hauling the resulting debris to a City designated final disposal site. (Mileage is based upon one-way haul distance.)		
0- 29.99 miles	CY	\$ 10.00
30- 59.99 miles	CY	\$ 10.20
60- 89.99 miles	CY	\$ 10.30
90-119.99 miles	CY	\$ 11.00
120- 149.99 miles	CY	\$ 11.20
150-179.99 miles	CY	\$ 11.30
180 miles or greater	CY	\$ 11.50
7. Haul-out of Reduced Eligible Debris to a City Designated Final Disposal Site - Work consists of loading and transporting reduced Eligible disaster related debris to a City designated final disposal site. (Mileage is based upon one way haul distance.)		
0- 29.99 miles	CY	\$ 3.00
30- 59.99 miles	CY	\$ 4.00
60 - 89.99 miles	CY	\$ 4.50
120- 149.99 miles	CY	\$ 5.00
150 - 179.99 miles	CY	\$ 5.50
180 miles or greater	CY	\$ 6.00
8. Haul-out of Unreduced Eligible Debris to a City Designated Final Disposal Site - Work consists of loading and transporting unreduced Eligible disaster related debris to a City designated final disposal site. (Mileage is based on		

one way haul distance.)		
0- 29.99 miles	CY	\$ 3.00
30- 59.99 miles	CY	\$ 4.00
60- 89.99 miles	CY	\$ 4.50
120-149.99 miles	CY	\$ 5.00
150- 179.99 miles	CY	\$ 5.50
180 miles or greater	CY	\$ 6.00
9. Removal of Eligible Hazardous Trees and Limbs - Work consists of removing Eligible hazardous trees and limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal		
6 inch to 12.99 inch diameter	Each	\$ 100.00
13 inch to 24.99 inch diameter	Each	\$ 125.00
25 inch to 36.99 inch diameter	Each	\$ 150.00
37 inch to 48.99 inch diameter	Each	\$ 200.00
49 inch and larger diameter	Each	\$ 250.00
Hanger Removal (per tree)	Each	\$ 50.00

	UNIT	UNIT PRICE
10. Removal of Eligible Hazardous Stumps - Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or designated Final Disposal Site. Includes contractor backfilling all stump holes. Back fill is to be compacted.		
0 inch diameter to 5.99 inch diameter	Stump	\$ 30.00
6 inch diameter to 11.99 inch diameter	Stump	\$ 50.00
12 inch diameter to 23.99 inch diameter	Stump	\$ 75.00
24 inch diameter to 35.99 inch diameter	Stump	\$ 150.00
36 inch diameter to 47.99 inch diameter	Stump	\$ 200.00
48 inch diameter to 59.99 inch diameter	Stump	\$ 225.00
60 inch diameter to 71.99 inch diameter	Stump	\$ 300.00
72 inch diameter and larger	Stump	\$ 325.00
*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge City at-cost.		
11. Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of removal, transportation and disposal of Eligible household hazardous waste. (HHW). City to designate specific materials to be collected as part of the HHW program.	\$ per LB	\$ 0.10
12. Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	Each	\$ 75.00
13. Eligible ROW White Goods Debris Removal - Work consists of removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering and disposing refrigerants as required by law as well as unit decontamination in a contained area.	Each	\$ 50.00
14. Eligible E-waste Item Removal - Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the City.	Each	\$ 25.00
15. Eligible Dead Animal Carcasses - Work consists of the recovery and disposal of dead animal carcasses.	Each	\$ 10.00
16. Disposal of Eligible Vegetative Debris - Work consists of the sanitary disposal of Eligible Vegetative Debris in a licensed, permitted, disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the City.	CY	\$ 7.00
17. Disposal of Eligible Construction and Demolition Debris - Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted, disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the City.	CY	\$ 25.00
18. Disposal of Eligible Municipal Solid Waste- Work consists of the sanitary disposal of Eligible municipal Solid Waste in a licensed, permitted, disposal facility in accordance with	CY	\$ 25.00

local, state, and federal law. All final disposal facilities shall be approved by the City.		
19. Reduction of Debris at TDSRS- Work consists of reducing debris by grinding.	CY	\$ 5.00
20. Reduction of Debris at TDSRS- Work consists of reducing debris open burning.	CY	\$ 2.00
21 Reduction of Debris at TDSRS -Work consists of reducing debris by air curtain incineration.	CY	\$ 2.50

	UNIT	UNIT PRICE
C. LABOR CATEGORY		
1. Administrative Assistant	Hour	\$ 35.00
2. Bonded and Certified Security Personnel	Hour	\$ 95.00
3. Clerical/Individual	Hour	\$ 35.00
4. Crew Foreman w/ Cell Phone & Truck	Hour	\$ 55.00
5. Hazardous Materials Removal and Disposal Worker w/ Gear	Hour	\$95.00
6. Inspector w/ Vehicle	Hour	\$ 55.00
7. Laborer w/ Small Tools	Hour	\$ 35.00
8. Mechanic w/ Truck and Tools	Hour	\$ 100.00
9. Operator w/ Chainsaw	Hour	\$ 95.00
10. Operations Manager w/ Cell Phone & Truck	Hour	\$ 65.00
11. Superintendent w/ Truck	Hour	\$ 55.00
12. Survey Person w/ Truck	Hour	\$ 45.00
13. Traffic Control Personnel or Flag Person	Hour	\$ 35.00
14. Tree Climber w/ Chainsaw & Gear	Hour	\$ 95.00
15. Ticket Writers /Individual	Hour	\$ 35.00
LIST OTHER STAFF BELOW		
16.	Hour	\$
17.	Hour	\$
18.	Hour	\$
19.	Hour	\$
20.	Hour	\$
21.	Hour	\$
22.	Hour	\$
23.	Hour	\$
24.	Hour	\$
25.	Hour	\$
D. CREW CATEGORY		

Wheel Loader, 2.5 CY, with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools.	Hour	\$ 235.00
E. EQUIPMENT TYPE (with operator, fuel & maintenance)		
1. Air Curtain Burner, Self-Contained Unit	Hour	\$ 150.00
2. Backhoe- Rubber Tire Type, J.D. 310 or equal bucket & hoe	Hour	\$ 120.00
3. Bucket Truck, 50 Ft.	Hour	\$ 160.00
4. Bucket Truck, 50' to 75'	Hour	\$ 180.00
5. Chipper, w/2 man Crew / Moorpark Storm	Hour	\$ 220.00
6. Crash Truck, with impact Attenuator	Hour	\$ 350.00
7. Dozer, Tracked, D-6 or equal	Hour	\$ 200.00
8. Dozer, Tracked, D-7 or equal	Hour	\$ 250.00
9. Dozer, Tracked, D-8 or equal	Hour	\$ 280.00
10. Dump Truck- 6 CY	Hour	\$ 65.00
11. Dump Truck - Trailer, 50-80 cubic yard	Hour	\$ 95.00
12. Dump Truck-Tandem, 14-18 cubic yard	Hour	\$ 95.00
13. Dump Truck-Trailer, 24-40 CY	Hour	\$ 95.00
14. Dump Truck-Trailer, 41-60 CY	Hour	\$ 95.00
15. Dump Trailer w/Tractor, 30 to 40 CY	Hour	\$ 95.00
16. Dump Trailer w/Tractor, 41 to 50 CY	Hour	\$ 95.00

	UNIT	UNIT PRICE
E. EQUIPMENT TYPE (with operator, fuel & maintenance) (Cont.)		
17. Dump Trailer w/Tractor, 51 to 60 CY	Hour	\$ 125.00
18. Lowboy Trailer with Tractor	Hour	\$ 125.00
19. Excavator, Rubber Tired with debris grapple	Hour	\$ 130.00
20. Farm Tractor, with Box blade	Hour	\$ 100.00
21. Feller Buncher, 611 Hydro-Ax	Hour	\$ 250.00
22. Forklift- Extends Boom with debris grapple	Hour	\$ 150.00
23. Generator, 16 to 100 kW, list kW capacity	Hour	\$ 500.00
24. Generator, 210 to 350 kW, list kW capacity	Hour	\$ 600.00
25. Generator, 1,100 to 2,500 kW, list kW capacity	Hour	\$ 1000.00
26. Grinder - Tub/Horizontal Grinder, Diamond Z or equal with minimum throughput for waste less than 6 inch diameter of 80 tons per hour	Hour	\$ 550.00
27. Grinder, Hand Fed Debris	Hour	\$ 150.00
28. Hydraulic Excavator, 1.0 CY	Hour	\$ 130.00
29. Hydraulic Excavator, 1.5 CY	Hour	\$ 140.00
30. Hydraulic Excavator, 2.0 CY	Hour	\$ 150.00
31. Lift, 4 Wheel Drive	Hour	\$ 100.00
32. Light Tower with Generator	Hour	\$ 110.00
33. Loader- Bobcat, 753 or John Deere 648-E with debris grapple	Hour	\$ 90.00
34. Loader- Front End, 544 or equal with debris grapple	Hour	\$ 110.00
35. Loader - Knuckleboom -216 Prentice or equal	Hour	\$ 160.00
36. Loader - Self, Scraper CAT 623 or equivalent	Hour	\$ 180.00
37. Loader- Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$ 180.00
38. Loader- Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$ 180.00
39. Loader- Wheel, 4.5 CY	Hour	\$ 120.00
40. Log skidder-JD 648E, or equivalent	Hour	\$ 200.00
41. Mobile Crane, 30 Ton	Hour	\$ 500.00
42. Mobile Crane, 50 Ton	Hour	\$ 750.00
43. Mobile Crane, 100 Ton	Hour	\$ 1,000.00

44. Motor Grader-CAT 125- 140HP	Hour	\$ 120.00
45. Power Screen	Hour	\$ 220.00
46. Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel)	Hour	\$ 200.00
47. Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel)	Hour	\$ 350.00
48. Stacking Conveyor	Hour	\$ 150.00
49. Stump Grinder/ Vermeer 252	Hour	\$ 250.00
50. Tub Grinder, 800- 1,000 HP	Hour	\$ 550.00
51.. Tub Grinder, 12 Foot / Morbark 1200	Hour	\$ 550.00
52. Tub Grinder, 13 Foot / Morbark 1300	Hour	\$ 550.00
53. Tub Grinder, 14 Foot / Diamond Z 1463	Hour	\$ 550.00
54. Truck, Flatbed, 2 Ton	Hour	\$ 95.00
55. Walking Floor Trailer w/Tractor, 100 CY	Hour	\$ 110.00
56. Water Truck, (non-potable, dust control and pavement maintenance)	Hour	\$ 100.00
F. RENTAL SERVICES (FOR CITYRENTAL PURPOSES)		
1. Office Trailer, 40 ft (includes delivery, set up and removal)	Day	\$ 750.00
2. Passenger Car	Day	\$ 75.00
3. Passenger Van	Day	\$ 125.00
4. Portable Toilet, Single	Week	\$ 70.00
5. Truck, 1/2 ton Pickup	Day	\$ 100.00

	UNIT	UNIT PRICE
F. RENTAL SERVICES (FOR City RENTAL PURPOSES) (Cont.)		
6. Truck, 3/4 ton Pickup	Day	\$ 100.00
7. Truck, 1 ton Pickup	Day	\$ 100.00
8. Truck, 6 Wheel Drive Heavy Off Roads	Day	\$ 500.00
9. Truck, Box	Day	\$ 300.00
10. Truck, Service	Day	\$ 500.00
11. Truck, Supplies	Day	\$ 500.00
12. Truck, Water	Day	\$ 500.00
13. Utility Van	Day	\$ 200.00
14. Water Tanker for Bulk Water, Tanker	Day	\$ 500.00
15. Winch -Truck mounted / Tow truck	Day	\$ 500.00
G. MISCELLANEOUS EQUIPMENT, ITEMS & SERVICES		
1. Bagged Ice, 50/100 lbs., delivered	Lb.	\$ No Bid
2. Bottled Water, Palletized Truck Load	Gal	\$ No Bid
3. Bulk Water, Tanker	Gal	\$ No Bid
4. Sediment removal and disposal from storm water facilities.	CY	\$ No Bid
5. Sediment removal from storm water ditches canals and lakes.	CY	\$ No Bid
6. Hay Bales (includes installation)	Each	\$ No Bid
7. Floating Turbidity Barrier (includes installation)	LF	\$ No Bid
8. Staked Silt Fence (includes installation)	LF	\$ No Bid
9. Sodding (includes installation)	SF	\$ No Bid
10. Fill Dirt (includes delivery, placement and compaction in place]	CY	\$ 7.00
11. Tree Protection, (includes installation)	LF	\$ No Bid
12. Rip Rap, (includes installation)	CY	\$ No Bid
13. Dewatering, (includes mobilization, installation and demobilization)	Hour	\$ No Bid
H. SERVICES BY TIME & MATERIAL		
1. Emergency Road Clearance	Time and	\$ 250.00

	Materials	
2. Debris removal and disposal from water bodies (Springs, rivers, streams, canals, lakes)	Time and Materials	\$ 800.00 per hour
3. Reshaping of Channel Banks	Time and Materials	\$300.00 per hour
4. Demolition of Structures	Time and Materials	\$250.00 per hour
5. Leaning Trees/Hanging Limbs/Tree-off Program	Time and Materials	\$ 150.00 per hour
6. Disaster event Generated Hazardous Waste Abatement; Bio Hazard Wastes Abatement	Time and Materials	\$200.00 per hour