



MINUTES
WORKSHOP CITY COUNCIL MEETING
DECEMBER 16, 1999 AT 7:00 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Workshop Meeting of the City Council of the City of Neptune Beach was held December 16, 1999, at 7:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida.

Attendance:

IN ATTENDANCE:

Mayor George F. Vaughn, Jr.
Vice Mayor Edward S. Jones
Councilor Ronald Patronik
Councilor Robert D. Shimp
Councilor Thomas A. Tankersley
City Manager Richard A. Linn

City Attorney Christopher A. White
Acting City Clerk Lisa Volpe
Dir. of Public Safety William Brandt
Supervisor of Water Leon Smith
Director of Finance John Herbst
Deputy City Clerk Karla Strait

Call to Order/Roll Call

The Mayor called the meeting to order at 7:00 p.m.

Mayor Vaughn thanked everyone for coming to the meeting and wished everyone the happiest of holidays.

COMMITTEE REPORTS

Traffic Safety

TRAFFIC SAFETY COMMITTEE: City Manager Linn stated that there was a report in the agenda packets from Laura Schulz Chairman of the Traffic Safety Committee. The report stated that the committee would not meet again as the Ad Hoc Traffic Safety Committee. Laura Schulz recommended that the committee convene as Volunteer Advisory Group to the public safety office. The report also stated that Laura Schulz would continue her efforts with councilors from the City of Jacksonville on issues that were still pending.

IBBC

ISH BRANT BEAUTIFICATION COMMITTEE: City Manager Linn reported that the Ish Brant Beautification continued to meet and work on projects including the irrigation and landscaping of the medians on Third Street. The committee was working on a grant for funding.

CITY MANAGERS PUNCH LIST

Local Mitigation
Funding

LOCAL MITIGATION FUNDING: City Manager Linn reported that a check for \$15,000 had been received and was in the bank.

Roadway Between
Shopping Centers

ROADWAY BETWEEN SHOPPING CENTER: City Manager Linn reported that an opinion from the City Attorney Mr. White to Mayor Vaughn was received addressing the concern of negotiations between John Weldon and owners of the shopping centers.

Graffiti - Sidewalks SIDEWALK GRAFFITI: City Manager Linn announced that the graffiti had been removed from the sidewalk.

Taxi Cab Stands TAXI CAB STANDS FOR TOWN CENTER: City Manager Linn stated that Director of Public Works John Galen had ordered three taxi stand signs to be installed on the south side of Atlantic Boulevard in the three spots closest to Sun Dog Diner. Mayor Vaughn asked City Manager Linn to speak with the merchants and get their opinion on the issues and report back to council any negative feedback received.

Consensus: **TO SUPPORT THREE TAXICAB STANDS PROVIDED THERE WERE NO COMPLAINTS FROM THE MERCHANTS.**

Traffic Counters USE OF TRAFFIC COUNTERS: Mayor Vaughn asked City Manager Linn if the traffic counters were still being relocated periodically. City Manager Linn answered "no" that they had not been put out for several months because Lisa Volpe operated the computer program and had left the City Managers office to become Acting City Clerk. Lisa Volpe stated that the program needed to be reloaded in the computer because of the new computer. Councilor Tankersley suggested that council recognize the fact that City Manager Linn did not have a full time administrative assistant and to make a decision by January to either appoint Lisa Volpe as City Clerk or allow her to go back to being Administrative Assistant to the City Manager.

PROPOSED ORDINANCES: NONE

CONTRACT/AGREEMENTS - NONE

ISSUE DEVELOPMENT

Fire Department FIRE DEPARTMENT, 1. RELATIONSHIP WITH THE CITY OF JACKSONVILLE FIRE AND RESCUE. 2. ISO RATING: City Manager Linn stated that there was a report in the agenda packets that was requested by Mayor Vaughn from City Attorney White. City Manager Linn invited Fire Chief Ray Alfred with the City of Jacksonville to the meeting to answer any questions that council might have had.

Mayor Vaughn invited Fire Chief Ray Alfred with the City of Jacksonville to address the council. Mr. Alfred stated that he had asked Operations Chief Lorin Mick to come down and bring the agreement between Atlantic Beach and the City of Jacksonville and the mutual aid agreement that existed and was taken over in June. Mr. Alfred further stated that they intended to hold true to that agreement and continue to render fire protection as always for the City of Neptune Beach.

Mr. Alfred and Mr. Mick answered questions from council members.

On the Record Mayor Vaughn asked that everything from this point forward be read into the record and have a verbatim included in the minutes.

My letter to City Attorney White was dated November 22; Mr. White's response to me was dated December 10, 1999. It concerned what I consider to be the dissolution of the City of Neptune Beach Fire Department. Mr. White writes me back saying:

Dear Mayor Vaughn:

This letter is in response to your inquiry of November 22, 1999 relating to the fire department in Neptune Beach, Florida. In that memorandum, you asked for my opinion on the following points:

And then he lists the five questions that I sent him verbatim. And please include those Ms. Volpe.

1. Does the City Charter dictate that the City Council set policy;
2. Was the fire department dissolved by administrative action of city staff;
3. Is the action by city staff that merged our fire department operations with that of Atlantic Beach (according to the recent police accreditation report) legal and binding;
4. Does the dissolution of the fire department without City Council action constitute a violation of the City Charter; and
5. Are public hearings warranted or required when making substantive changes in municipal service.

After question five he says:

I will address the questions in the order in which you presented them.

It is somewhat unclear in your memorandum as to your intended definition of "policy." The City Charter does not specifically state that the City Council shall set policy. The City Charter states in Section 1.01 that the City shall continue as a municipal corporation with a mayor - council form of government. In Section 1.03 of the Charter, the city is afforded all governmental, corporate and proprietary powers to enable it to conduct municipal government. However, Section 2-81 of the Code of Ordinances establishes the position of City Manager and clearly establishes the city manager form of government for Neptune Beach.

As has previously been presented to this Council, under this form of government, the City Manager's duty is to supervise and control the conduct and operation of all officers and employees of the city, and the City Manager is expected to manage the municipal affairs efficiently and economically. As Section 2-81 of our Code of Ordinances states:

The City Manager shall be the chief executive officer of the city government, shall enforce the laws of the city and require the faithful performance of all administrative duties.

The City Council, under this form of government, constitutes the governing body, has the power to pass ordinances, adopt regulations, make annual appropriations and determine questions of municipal policy [see McQuillin Municipal Corporations, Section 9.21 (3rd edition)]. Under the city manager form of government, it has been stated that interference of the council with the exclusive functions of the city manager is a violation of the very essence of that system of government [see Ware v. Board of Commissioners of Cape May, 197 A 726]. In reviewing the role of the City Council, an analogy is that the city is a miniature state, the City Council is its legislature and the City Charter is its constitution. In other words, the City Council exists as a legislative arm of the city. It also has the authority to implement municipal policy through legislative enactments. Therefore, in answering your first question, it is not so much that the City Charter dictates that the City Council set policy. I think it is better stated that the City Charter of Neptune Beach permits the City Council to implement municipal policy through legislative enactment to the extent that it does not interfere with the historical intent of the city manager form of government. If you have a specific policy in mind, please let me know and I would be happy to address my answer to that issue.

In response to your second question, I cannot say that the fire department was dissolved by administrative action of city staff. However, it is my opinion that the City

Council, through its budgetary process and the public hearings associated with that process, decided by either consensus or majority to not appropriate funds for the 1999-2000 fiscal year to operate the fire department in the fashion that it had been operated in prior years. As you are aware, neither the Charter nor the City Code has ever formally established a fire department and, therefore, there is no mandate under either the Charter or the Code that a fire department be maintained. There is no legislative duty on the part of a municipality to maintain a fire department. In July, 1998, pursuant to council approval, Neptune Beach entered into a memorandum of understanding for a service-sharing program between the fire departments of Atlantic Beach and Neptune Beach. Section 1 of that agreement stated, *inter alia*, that:

This document formalizes the commitment of the City of Atlantic Beach to provide fire suppression response service to the residents of Neptune Beach as stated in an agreement between Atlantic Beach and the City of Jacksonville known as the 1995 Amendment to the 1982 Inter-Local Agreement dated 9-28-95.

Mayor Delaney, in November, 1998, forwarded to you, the Vice Mayor and Council members, his correspondence with a proposed contract between Jacksonville and Atlantic Beach relating to the provision of fire department services to Atlantic Beach and Neptune Beach. This was subsequent to the agreement between the City of Jacksonville and Atlantic Beach entered into in September, 1995, in which Jacksonville agreed to pay the City of Atlantic Beach \$150,000 per year to provide fire suppression response service to the residents of Neptune Beach. Although that agreement was entered into by Jacksonville and Atlantic Beach, it was clear that one of the intentions was to benefit Neptune Beach. It is clear that Neptune Beach is an intended third party beneficiary of the June 2, 1999 agreement and, therefore, can enforce it as such. It is also significant that in the service sharing program memorandum of understanding between Atlantic Beach and Neptune Beach, the above quoted language from Section 1 clearly indicates that it was the intention of that memorandum of understanding to memorialize the obligations of Atlantic Beach to provide fire suppression services for the residents of Neptune Beach, as established in the 1995 agreement. The actual agreement between Jacksonville and Atlantic Beach is dated June 2, 1999. The agreement specifically states that it is the intent of that agreement to provide an effective, efficient means of delivering advanced life support and fire services to Atlantic Beach and Neptune Beach, with said services being provided to Neptune Beach as a result of Atlantic Beach's continued obligation under the Inter-Local Agreement with Neptune Beach.

This historical perspective presents to this writer that the City Council, over the past few years, has consented to the transformation of the manner in which fire suppression services were to be provided by the Neptune Beach Volunteer Fire Department. The City Council, through its expressed ratification or its consent as a third party beneficiary to these agreements, decided to utilize the services of Atlantic Beach, and then the City of Jacksonville for the provision of fire suppression services in Neptune Beach. The Council was well within its legal authority in doing so. The Council's action relating to its appropriation for the fire department in fiscal year 1999-2000 appears to complete this transition, although, it has not per se dissolved the Neptune Beach Fire Department.

So, in specific response to your second question, it is my opinion that the duties and responsibilities of the fire department have been assigned, with Council approval, to Atlantic Beach and now the City of Jacksonville. In light of that assignment, the annual budget for Neptune Beach was addressed accordingly.

As to your third inquiry, I have not seen the recent police accreditation report and

so I cannot respond to what specific portion thereof to which you refer. However, it is my opinion that it was the action of the City Council that effected the transition of the Neptune Beach Fire Department as set forth above. As such, that action taken by the City Council is legal and binding. The agreement between Atlantic Beach and Jacksonville is legal and binding and enforceable by Neptune Beach. However, that does not mean that the City of Neptune Beach, with council approval, would be prohibited from establishing its own independent fire department. However, this would require amendments to the inter-local agreements that have been executed between Atlantic Beach and Neptune Beach; and Atlantic Beach and Jacksonville.

As to your fourth inquiry, I do direct you to the responses to your first, second and third inquiries. However, it is my opinion that the action taken by the City Council referenced in the above paragraphs does not constitute a violation of the City Charter.

As to your fifth inquiry, it is my opinion that the issue is not whether public hearings are warranted or required when making substantive changes in municipal service. Public hearings are required under the Sunshine Law when there is a meeting of two or more officials of a public body to conduct official business. The subject of those meetings is irrelevant in light of the fact that it is mandatory that any hearings on any subjects by two or more members of the same body be conducted in a public forum. As to whether these are workshop meetings, special meetings or regular meetings, and as to how often these meetings should be held, is for the council to determine. Although I was not present when the 1995 agreement between Jacksonville and Atlantic Beach was reached, I would assume there was discussion by the Council regarding its contents. As to the 1998 Service Sharing Program Memorandum of Understanding between Atlantic Beach and Neptune Beach, that document was, of course, addressed and discussed at Council meetings. The 1999 agreement between the City of Atlantic Beach and the City of Jacksonville was presented for discussion at the December, 1998 workshop when Mayor Delaney was present. Without reviewing the minutes of other meetings, I do not know the extent to which these agreements were discussed any further by the Council. However, they were, at one time or another, presented for public hearing.

Therefore, in response to your fifth inquiry, public hearings are required on any subject, if the Sunshine Law is applicable. It appears as though there were various public meetings over the last four years in which the issue of the provision of fire suppression services for Neptune Beach was discussed.

If you require any further information regarding this letter, please do not hesitate to call upon me.

Very truly yours,
Christopher A. White

MAYOR VAUGHN: Now I have prepared a response to Mr. White's letter now I'm going to share that with you. The letter was dated today and it was handed to you at your desk tonight. I'm reading it into the record for the first time. It's addressed to Chris White City Attorney about the dissolution of the City of Neptune Beach Fire Department.

Thank you for your response to my letter of inquiry dated November 22, 1999 relative to your opinion on several questions relative to the Neptune Beach Fire Department.

As to your response to my first question,..."Does the City Charter dictate that the City Council set policy?" I am somewhat unclear myself as to your statement that you are unclear as to my intended definition of "policy" as posed in my first question. However, I am not surprised based on past history of events of City Council attempts to continue to

erode the power of this City Council and the influence through leadership of the position of Mayor. Not having a legal background as you do, as a layman I have to rely greatly on personal experience and reliable documentation to develop opinions of my own, especially as it relates to city government. Your opinion, in addition to contributing to the erosion of the power and authority of this City Council is also a continuation of the erosion of influence to the leadership position of mayor that has been practiced by this City Council ever since I have been in office.

As to my intended definition of "policy", I say to you that the intent would be identical to the intent as has been referenced innumerable times by this City Council, by each Council member, on record, when there has been discussion and comment relative to City Council setting policy. In my opinion Council "policy" includes but is not limited to ordinances, regulations, projects, programs, agreements etc. Webster's Dictionary defines policy as "a principal, a plan, or course of action, as pursued by a government."

The **Florida League of Cities** distributes the attached pamphlet entitled "**The Council-Manager Plan**"

MAYOR VAUGHN: I picked it up at one the conferences I attended.

MR. WHITE: I have one thank you.

which answers numerous commonly asked questions relative to the council-manager relationship in city government. It **clearly states that "the council** is the community's legislative body. It **sets policy**,

MAYOR VAUGHN: it doesn't provide a definition

it approves the budget, and determines the tax rate....."

MAYOR VAUGHN: According to the pamphlet

It further states that "almost all council-manager communities also have a mayor who is a leader in developing community policies." This document confirms that the City Council is the legislative body, that it sets "**policy**" and that the City Manager is the chief executive officer charged with the administration of the day-to-day functions of city government.

Your statement that "...the Code of Ordinances....clearly establishes the City Manager form of government for Neptune Beach" contradicts the City Charter. Article I, Sec. 1.01 states "The City of Neptune Beach in Duval County, Florida, which was created by the Legislature, shall continue as a municipal corporation with a mayor-council form of government and with the document as the charter for the city."

I agree that the Code of Ordinances **Section 2-81** then continues by establishing, through appointment by the City Council, the position of City Manager as Chief Executive Officer of the city government responsible for enforcing the laws of the City and requiring the faithful performance of all administrative duties. However, neither Section 1.01 nor Section 2-81 establishes a City Manager form of government as you have ardently stated in your memo. This is a very important point in the structure of the government of our City.

As to your response to my second question...."Was the Fire Department dissolved by administrative action of City staff?" I am puzzled about your "opinion" that since there were no appropriations for the Fire Department for fiscal year 1999-2000 it simply ceased to exist and that you cannot say that the Fire Department was dissolved by administrative action. First, such a simplistic and ill-conceived conclusion is beyond reason. It is also

illogical to make reference to the historical perspective regarding this issue and then conclude that this City Council has somehow consented to the transformation of the manner in which fire suppression services were provided by the Fire Department. Second, if you have read the memo and letter from Public Safety Director William Brandt dated December 9, 1998 and June 24, 1999 respectively, that notified City Manager Linn that he had directed the Neptune Beach police officers to discontinue responding to fires as fire fighters and that police officers have been phased out as fire fighters and then recommending that the City surplus our fire equipment, I do not understand why you cannot say the Fire Department was dissolved by administrative action. The memo and letter were administrative actions by every definition. This was not a policy decision of City Council. Let me make myself perfectly clear, there has been no "transformation" of our Fire Department and this type of misinformation should not be disseminated to an unsuspecting public.

The City of Neptune Beach had a Fire Department under former Mayor Ish Brant. The City of Neptune Beach had a Fire Department under former Mayor John Kowkabany. The City of Neptune Beach had a Fire Department when I was elected mayor in October 1997. I was not made aware that any change had been made in the Fire Department until the City Manager recommended surplus the City's fire equipment at the July 1999 Council meeting, six months after the administrative action of the City Manager and the Public Safety Director. This I consider to be a breach of the City Charter as it relates to the separation of duties between the City Council and City Staff.

Again, there has been no "transformation" of the Neptune Beach Fire Department. What there has been is a total disregard of dealing with an issue by this City Council that involves a very real and very basic municipal service. There is also the issue of inappropriate actions by the City Manager and the Public Safety Director relative to their administrative handling and subsequent dissolution of the Fire Department. Such actions were not under their authority and violate provisions of our City Charter and Code of Ordinances. To somehow retroactively justify inappropriate actions by City Staff that resulted in significant change to a municipal service, without Council approval, is asinine and I do not believe the public can be fooled. To take such a position insults the intelligence of the people in our community. I am sure people are asking, is this really the way they (the City Council) lets our government operate?

As to your response to my third question.....Is the action by city staff that merged our fire department operations with that of Atlantic Beach (according to the recent police accreditation report) legal and binding? You state that you have not seen the recent police accreditation report and so you cannot respond to that which I am referring to. A copy of that report is filed in the City Managers office and quite accessible, however, for your edification I am enclosing a copy. The part specifically referenced is on Page 2, paragraph 6 of the Assessment Team Final Report and reads as follows: "**The city merged its fire department operations with the City of Atlantic Beach.**" Again, looks like more misinformation. This is the first time I have seen the term "merged" used. What, where, when and how did we "merge"? Can you explain this terminology and why it is contained in an official report that was submitted to City Council? Now back to my original question, Is the action by City Staff that merged our Fire Department operations with that of Atlantic Beach (according to the recent police accreditation report) legal and binding?

In your response to my third question, you further stated that the City Council of Neptune Beach, with Council approval, could establish its own independent fire department but would require amendments to the inter-local agreements that have been executed. My position is this, our Fire Department was in existence when all the referenced agreements were executed. None were executed predicated upon the dissolution of the Neptune Beach Fire Department. No where was it ever stipulated or discussed that the

Neptune Beach Fire Department would be dissolved. The discussions that I recall, all made reference to another Fire Department being designated as the first responder. All the discussions that I recall were based on the City of Neptune Beach Fire Department activating upon request and sharing services. It was never agreed to or discussed that the Neptune Beach Fire Department would be abolished when we agreed to let the City of Atlantic Beach provide our City with fire suppression services.

As to your response to my fourth question, your statement that in your opinion the action taken by the City Council does not constitute a violation of the City Charter does not respond to the question. My question was, Does the dissolution of the Fire Department, without City Council action, constitute a violation of the City Charter? You state there is no Charter or Code mandate that a Fire Department be maintained and that there is no legislative duty on the part of the municipality to maintain a fire department. You made reference to agreements and to meetings and discussions of which I was in attendance, however, at no time was it ever decided to dissolve the Neptune Beach Fire Department. I consider your answer to be rather ambiguous and evasive and ask that you consider the following: The **Code** of Ordinances, Section 2-96. Director of Public Safety **states** "The city manager, or another qualified person as provided by ordinance, shall be the director of public safety, under whose supervision **there shall be** a police department and **a fire department.**" **And** further, Section 2-112 **states** "Subject to the authority and instruction of **the city council** and under the supervision of the city manager, the director of public safety **shall have and exercise control over** the police department and **the fire department.** In my opinion, this clearly establishes the requirement of a fire department in our City.

As to your response to my fifth question..."Are public hearings warranted or required when making substantive changes in municipal service?" I believe a layman's answer to that question would be a simple and resounding "yes". However, having found nothing in the City Charter or Code that specifically addresses this issue I will concur with your reference to the applicability of the Sunshine Law. I also concur that there were many public meetings and discussions relative to the Fire Department. However, to my knowledge, there were no public meetings or public hearings held by this Council for the specific purpose to discuss the dissolution of the Neptune Beach Fire Department. To reiterate, to simply not appropriate funds in the budget process is not sufficient action by this Council to dissolve the Neptune Beach Fire Department. The main reason for the existence of a municipality is for the purpose of providing the community with basic municipal services. The less services a municipality provides the less reason for its existence.

I was elected to represent the interests of the residents of this community. My primary objective as Mayor is to provide our residents with responsive, safe and cost effective fire services without eroding the city's autonomy. If the majority of the citizens indicate their desire to abolish the Neptune Beach Fire Department and receive that service from another community then I will support the citizen's desires. But, due process must prevail and as Mayor of this City I refuse to allow City Staff or employees to violate the City's Charter or Codes and will take whatever measures are necessary to expose anyone who is disrespectful of the laws of our City.

Because I do not have sufficient confidence in your opinion, believing it to be seriously flawed, I will seek the advice and opinion of the Attorney Generals Office in Tallahassee as it relates to this matter.

Sincerely,

George F. Vaughn, Jr.
Mayor

MAYOR VAUGHN: Now in my opinion fire departments are really the essence of what a community is all about and when you take away what this community has had for many many years you need to make sure that it is what the people want and not what a city staff person would ask you to do. It's no secret that there has been a constant attempt for many years to do away with the volunteer fire department, however, when I walked this city door to door people were adamant talking to me about keeping autonomy of their community. They enjoyed having their police department their fire department and their water department, public works. And with that being said I will hush.

City Attorney White responded that he did not think the city code had ever formally established a fire department. Mr. White further stated regarding the statement on the first page of the letter " your opinion in addition to contributing to the erosion of the power and authority of this city council" if this council felt that he had done anything to erode its power or authority or in any way had contributed to that then the council needed to find another city attorney.

Mayor Vaughn stated that that was his opinion and he had his and there was definitely a difference.

Councilor Patronik stated that the City of Neptune Beach was not incurring any expenses for outstanding fire protection services and it would cost the city 1.2 million dollars in order to provide protection that would be substandard to what we have now. That did not make sense.

Vice Mayor Jones asked Mayor Vaughn what the issue was.

Mayor Vaughn stated that the issue was that the council had not considered all options available. Mayor Vaughn referred to a document that itemized the cost of establishing a call fire department, and further stated that the City of Atlantic Beach was paying the City of Jacksonville about \$600,000 a year to pay for fire services and if we were to pay for services it would probably cost somewhere around \$350,000 to \$400,000 a year. Mayor Vaughn asked how could there be a free service.

Vice Mayor Jones stated that in his opinion the power to regulate and zone property was the essence of what a community was all about. The autonomy of the City of Neptune Beach was very important and this city would only survive if we took advantage of opportunities like this one, where the county government agreed to help us. The city council the city manager and the chief of police have the responsibility to provide our residents with the best and most well trained professional fire and rescue personnel that could be afforded. His main concern was that the City of Neptune Beach provide the safest and most cost effective fire service for the residents of the community while holding down homeowners insurance rates. This had been accomplished and it is time to move on.

Councilor Shimp apologized to Mr. White and gave him a vote of confidence for his hard work. He felt that when the council voted not to put any money in the fire department budget that it was a consensus that the fire department was gone. Mr. Shimp also stated that the issue needed to be put on January's agenda, voted on and put to rest.

Councilor Tankersley stated that this issue had been going on for a long time and enough was enough and council needed to work together as a group.

Mayor Vaughn stated that he was not elected to turn his head when it came to the way our city government was run, he was discouraged that council would condone and encourage an arrogant and disrespectful manner from your city manager and public safety director.

City Manager Linn stated that he took great offense to what Mayor Vaughn had just said and some statements made in the letter to City Attorney Chris White and asked the council if that was their opinion then he should be dismissed immediately.

Councilor Patronik gave City Manager Linn his vote of confidence stating that Mr. Linn had done exactly what the council had instructed him to do. Councilor Patronik asked Director of Finance John Herbst to state for the record how much it cost Neptune Beach to receive its fire suppression service from the City of Jacksonville.

On the Record John Herbst answered that it did not cost the City of Neptune Beach anything at all to receive fire suppression services from the City of Jacksonville. We do not as a city pay anything for that service.

Councilor Patronik gave Mr. White a vote of confidence for the hard work and effort that he had put forth. And asked Mr. White if there could be any unilateral change made to the agreement by the City of Jacksonville or Atlantic Beach where the fire suppression services of Neptune Beach would be eliminated. Mr. White answered "no". Councilor Patronik also felt that the council had done outstanding job with providing citizens with the best fire suppression services we could.

Councilor Shimp gave his vote of confidence to the City Manager and also apologized to him for what was going on. Councilor Shimp asked City Attorney White if someone on the council was deliberately rude, spiteful and hateful if there was way council could sanction it.

City Attorney White answered that if something like happened a point of order is taken and presented to council.

Councilor Shimp added that next time this happened he would call a point of order.

Councilor Jones gave his vote of confidence to the City Manager, Police Chief and City Attorney.

Councilor Tankersley added that the City Manager, Police Chief, City Attorney and Director of Finance also had his vote of confidence and called a point of order to move forward with the agenda.

Chief Brant stated they were in contact with the inspector from ISO and he had advised that he would recommend a rating of three which would be down from a six.

Recess / Reconvene RECESS - RECONVENE: The meeting was recessed at 9:00 and reconvened at 9:10 p.m.

Bell South Easement BELL SOUTH EASEMENT REQUEST REPORT ON NEGOTIATIONS: City Manager Linn stated that at the last meeting Bell South requested an expansion of the easement that they have on the property adjacent to the water tank. Council had asked Mr. Linn to negotiate with Bell South and Mayor Vaughn had written a letter to Mr. Linn stating his concerns on the issue.

Mr. Linn added that he had met with Teresa Graham, an employee with Bell South and William Starett, a contractor with Bell South. Bell South would be presenting the city with a new proposal which would include a payment of a one time fee, cancel the existing easement with the city, language in the easement would modify the terms of perpetuity and a clause would be added that should they cease operations on that site the easement would reverse back to the city. Council discussed options and asked Mr. Linn to keep them updated.

- Freedom Shrine FREEDOM SHRINE – EXCHANGE CLUB OF THE BEACHES: City Manager Linn stated that several months ago the Beaches Exchange Club showed the council photographs of a freedom shrine and asked to have a freedom shrine located in the City Hall Building. Mr. Linn asked council if this could be on the consent agenda in January.
- Consensus: **TO MOVE TO THE CONSENT AGENDA IN JANUARY.**
- Vacating Portion of Right – of - Way VACATING A PORTION OF RIGHT – OF WAY ON FIRST STREET BETWEEN NORTH AND SOUTH STREET: Councilor Shimp stated that four homeowners had asked him that ten feet be vacated to take six non conforming homes and make them conforming. The homeowners had been taking care of the property since they bought their homes and they would like to own the property.
- On the record Mayor Vaughn asked that the record show that Ordinance No. 1999-18 would be moved to the regular council meeting in January for first read.
- Update on FCT UPDATE ON FCT – HOPKINS CREEK PRESERVE: City Manager Linn stated that he had asked Building Official Dan Arlington to look into the issues that were addressed at the last council meeting, and referred to a memo from Mr. Arlington stating that he had spoken with Keith McCarron from the FCT. Mr. McCarron answered 1. That the canoe launch did not have to be a structure, we already have a canoe launch by the simple fact that open water laps up against the property. 2. The document you are signing now is only the conceptual approval agreement. We can give notice with the CAA that we intend to make the canoe launch optional on the final management plan.
- Quality on Tap Report QUALITY ON TAP REPORT: City Manager Linn stated that as a requirement to maintain our water permit that an annual report had to be issued to the public. There were some questions about the report. Mr. Linn introduced Leon Smith who was present to address the problems.
- Leon Smith stated that he had understood there were problems with the cadmium and cyanide that violated water quality standards and that samples were used from 1996 and 1998 that were not current and that since that time these problems had been corrected.
- Census Report CENSUS REPORT: City Manager Linn stated that the three beach communities and Baldwin would not be included in the census report. Mr. Linn suggested that Council write a resolution supporting Mayor Delaney's effort to attach legislation to Community Development Block Grant appropriations at the federal level recognizing Neptune Beach as an urban county.
- Director of Finance John Herbst added that he had spoke with the Mayor's office and the Bureau of Planning and was told the Census Bureau had declined to view Neptune Beach as a consolidated county. HUD relies on census data to develop their allegations for Community Development Block Grant Funding. We would not be eligible to apply under the consolidated form of government that we have. The City of Jacksonville is talking with our congressional delegation regarding the issue. Mr. Herbst further stated that this did not effect us for the current year funding in place now. We had been advised to go ahead and apply for next year with the assumption that nothing would change.
- Media One Sponsored Events MEDIA ONE SPONSORED EVENTS: City Manager Linn stated that Director of Finance John Herbst had put together a list of events that required council's approval for use of Media One funds for the upcoming year. The list included an Easter Egg Hunt, Sunday in the park, King Neptune Festival, Christmas in the Park, Santa Claus Parade, and Town Center Christmas.

Consensus: **MOVE FORWARD TO THE JANUARY CONSENT AGENDA AND HAVE THE CITY MANAGER'S OFFICE HANDLE THE EVENTS.**

Public Comments

PUBLIC COMMENTS ON AGENDA ITEMS ONLY:

Buddy Crout, 1079 Kings Road, gave a vote of confidence to the City Manager and City Attorney. Mr. Crout felt that the agreement for fire services was good, and that the Chief had done nothing wrong. Mr. Crout also felt that the reason the Mayor voted against the budget was because he did not get the 950,000 dollars that he wanted.

Russ Linkwell, Jacksonville Beach, representing the exchange club, thanked the council for taking a look at what they wanted to do and hoped that they would be able do it.

Roy Deese, 1720 Lighty Lane, felt that the agreement with Jacksonville was one of the best things that could have happened to Neptune Beach and would save the residents money. Mr. Deese felt that Chris White was an outstanding attorney and suggested that the Mayor to listen to him.

Harriet Pruette, 217 1/2 Magnolia Street, expressed her disappointment in Mayor Vaughn for running down the City Attorney and the City Manager. She felt that Chris White was one of the best attorneys that the city had ever had and should be appreciated.

Johnnie Epley, 208 Driftwood, felt that it was a natural thing that Jacksonville became the fire department for Neptune Beach.

Chris Oakey, 620 Camellia Terrace Drive, backed up what Mr. Crout stated earlier and felt that to be a leader you had to earn it and that Mayor Vaughn had been in this job for two and half years and in his opinion Mayor Vaughn hadn't earned it.

Adjournment

There being no further business, the meeting adjourned at 10:20 p.m.

George F. Vaughn, Jr., Mayor

ATTEST:

Lisa Volpe, Acting City Clerk

Approved: _____