

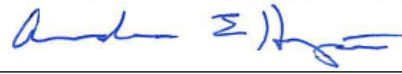
**AGENDA**  
**Regular City Council Meeting**  
**Monday, June 3, 2019, 6:00 PM**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
3. APPROVAL OF MINUTES
  - A. **May 6, 2019 Regular City Council Meeting** p. 3  
**May 20, 2019 Workshop City Council Meeting**
4. COMMUNICATION / CORRESPONDENCE / REPORTS
  - Mayor
  - City Council
  - City Manager
  - City Attorney
  - City Clerk
  - Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
  - A. CDB SE19-06 Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Costa Verde Associates, LLC for the property known as 212 Midway (RE#172772-0000). The request is to construct an addition between the single-family dwelling and the existing garage. Property is in the Central Business District. p. 15
8. ORDINANCES
  - A. Ordinance No. 2019-05, Chapter 6, Article I, Section 6-1 and Article II, Section 6-31, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach Amending Chapter 6, Article I, Section 6-1, Definitions, and Article II, Section 6-31(b)(1), Dogs on the Beach. p. 31
  - B. Ordinance No. 2019-06, Chapter 2, Article V, Section 2-348, First Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the Code Of Ordinances of the City of Neptune Beach; Amending Section 2-348, Finances and Fund Management; Expanding Prudent Investment Mandates; Providing For Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date p. 34
9. OLD BUSINESS / NONE
10. NEW BUSINESS / NONE
11. CONTRACTS / AGREEMENTS

12. COUNCIL COMMENTS

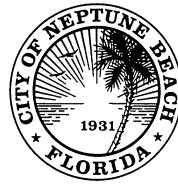
13. ADJOURN

Respectfully submitted:



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Andrew E. Hyatt, City Manager



**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**MONDAY, MAY 6, 2019, 6:00 P.M.**  
**CITY HALL, 116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA**

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

Attendance	<p>IN ATTENDANCE:  Mayor Elaine Brown  Vice Mayor Fred Jones  Councilor Kerry Chin  Councilor Scott Wiley</p> <p>ABSENT:  Councilor Josh Messinger</p>	<p>STAFF:  City Manager Andrew Hyatt  Deputy City Manager Amanda Askew  City Attorney Patrick Krechowski  Finance Director Peter Kajokas  Commander Michael Key  Public Works Director Leon Smith  Senior Center Director Leslie Lyne  City Clerk Catherine Ponson  Denise May, Marks Gray, P.E.</p>
Call to Order/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. and Councilor Chin led the Pledge of Allegiance.	

**AWARDS / PRESENTATION / RECOGNITION OF GUESTS**

North Florida TPO Presentation	Denise Bunnewith, Planning Director, North Florida Transportation Planning Organization, presented the Transportation Improvement Program (TIP) for Fiscal Years 2019/2020 through 2023/2024. She informed the City Council as to the projects planned and programmed for the area.
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**APPROVAL OF MINUTES**

Made by Wiley, seconded by Jones.

**MOTION:**                      **TO APPROVE THE FOLLOWING MINUTES:**

**April 1, 2019, Regular City Council Meeting**  
**April 15, 2019, Workshop City Council Meeting**

Roll Call Vote:

Ayes:                                4—Chin, Wiley, Jones, and Brown.  
Noes:                                 0

**MOTION CARRIED**

**CITY MANAGER REPORT**

- City Manager Report City Manager Andy Hyatt reported the following:
- The City Attorney process is getting closer to a decision.
  - \$232,000 has been received from FEMA for hurricane reimbursement.
- Police Department Report Commander Michael Key reported May is Mental Health Awareness Month. Dancin' in the Streets planning is nearing completion, which is scheduled for Saturday, May 18, 2019. He announced he Police Department has received the Justice Assistance Grant for 2017 in the amount of \$56,427.00.

**COMMENTS FROM THE PUBLIC**

- Public Comment John Pearson, 1416 Forest Avenue, Neptune Beach, spoke in opposition to CDB 19-05, the replat for 1229 Forest Oaks Drive. He stated he had concerns that splitting the lot into two smaller lots would lessen the value of the rest of the property in that area.
- BeeJay Lester, 907 2<sup>nd</sup> Street, Neptune Beach, thanked the Police Department for the Chief's Walk recently held on April 3, 2019. She spoke regarding the dog leash ordinance and stated she had concerns regarding the nature of her neighborhood.

**CONSENT AGENDA**

- Resolution No. 2019-07, PORF Board Members Resolution No. 2019-07, A Resolution of the City of Neptune Beach Reappointing Members to the Police Officers' Retirement Board.
- Resolution No. 2019-06, Flood Coalition Resolution No. 2019-06, A Resolution of the City of Neptune Beach Joining the American Flood Coalition.

Made by Wiley, seconded by Chin.

**MOTION: TO APPROVE THE CONSENT AGENDA**

Roll Call Vote:

Ayes: 4—Wiley, Chin, Jones, and Brown.  
Noes: 0

**MOTION CARRIED****VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS**

- CDB 19-05, 1229 Forest Oaks Drive CDB 19-05 Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Leigh Broward for property known as 1229 Forest Oaks Drive, (RE# 177653-1039). The subject property is located on the east side of Forest Oaks Drive. The applicant is requesting to divide one lot into two.
- Deputy City Manager Amanda Askew explained that this item failed at the Community Development Board on April 10, 2019. What is before the Council is an application to subdivide an existing lot into two lots. It is a large lot in the R-1 zoning district. The R-1 zoning district requires a minimum of 100 feet of lot width at the building restriction line. The first lot has 100 feet at the right-of-way where it meets the street. On the second proposed lot, the building restriction line has been moved back so it meets that requirement. The proposed

subdivision meets the minimum lot requirements and has the necessary utilities to serve the project.

Councilor Chin stated he had concerns that the Council would potentially be creating conditions where a variance would be needed from a future homeowner. He agreed with the CDB regarding the concerns that the home that would be further back would be looking into the back of the adjacent lots. He also added he had concerns that there are Code provisions regarding building facades should not vary more than six feet from each other along a streetscape.

Ms. Askew stated that this subdivision was developed in the early 1980s. Several homes have no true street frontage and do not meet that area of the Code.

Vice Mayor Jones stated that in this case there is no justification for impacting property values and it is the peculiar nature of Forest Oaks. He added it would not create a precedent.

Councilor Wiley remarked that he did not see how this would benefit the area. He stated this would add density.

Mayor Brown commented that staff recommended approval and she did not see where property value would be affected.

Councilor Chin reiterated that through his experience on the Planning Board and Community Development Board, his concern would be the requests for variances that would occur due to the shape of the lots.

Vice Mayor Jones questioned how many code enforcement issues had been reported on the current property.

Ms. Askew answered that there had been numerous inquiries regarding mosquitos, tall grass and the condition of the property.

Councilor Wiley questioned the distance of the lot that would be in the back.

Leigh Broward, 1229 Forest Oaks Drive, Neptune Beach, stated that there was not a full survey. He stated that the lot is 220 feet deep and the intent would be for an equal split. He stated that density is not the issue.

Councilor Wiley stated he had communications with Mr. Broward, John Pearson, Alda Sheckells, Benny Rodriguez, Susan and Randy Pfahler, Robert Stewart and Tom Cannon regarding the property.

Made by Jones, seconded by Chin.

**MOTION:**                    **TO APPROVE CDB 19-05, REPLAT/SUBDIVISION OF 1229 FOREST OAKS DRIVE**

Roll Call Vote:

Ayes:                            2-Jones, Brown

Noes:                            2-Chin, Wiley

**MOTION DENIED**

CDB 19-04,  
500 Atlantic

CDB 19-04 Application for a development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Neptune Beach FL Realty, LLC for the properties known as 500 Atlantic Blvd (RE# 172395-0120). Proposing to remove 90,000 square feet building at 500 Atlantic Blvd to build 3 buildings of 4,700sf, 16,100sf and 10,500sf with 2 courtyards and associated site work. The purpose of the request is to redevelop the site for a shopping center and hotel.

Ms. Askew explained that this is the application for a final development permit for the property known as 500 Atlantic. The proposed site plan would remove the existing Kmart building and includes three buildings. It is shown as a shopping center with 44 hotel rooms. The application for concurrency also includes the Kmart building and the two Belmarmi buildings.

She continued that the application for concurrency includes all of the trips associated with those uses. The applicant is looking at Phase 1, which is the former parking lot area of the Kmart site. The parking meets the shopping center parking and hotel parking requirements. If a potential use comes in that is a permitted use, then those would be looked at when they are submitted. Staff recommended allowing vested trips to be continuous over five years. The CDB recommended keeping those at two years with the chance for renewal up to five years. An agreement has been reached to work on the water and sewer concurrency and put in the necessary requirements based on the pro rata share of development occurring now and in future phases. The applicant asked to be able to shop for water and sewer upgrades. The applicant indicated if there were overages, the City would incur those costs but that could be discussed this evening.

The Council and Mayor then disclosed ex parte communications.

Mayor Brown stated she stated she had met with the applicant and they presented their plans.

Councilor Chin stated he had met with the applicant.

Vice Mayor Jones reported he had a phone conversation with the applicant.

Councilor Wiley stated he had spoken with some of the parties involved but had not met with the applicant.

Made by Jones, seconded by Wiley.

**MOTION:**                    **FOR DISCUSSION OF CDB 19-04**

Vice Mayor Jones commented that he had no issue but he stated the City should update their concurrency regulations which could be done as part of the update of the Land Development Code. He remarked that he would like to have seen an alternative site plan that has more walkable space.

Councilor Chin stated he had concerns regarding the parking and the intent to bring in restaurants, which would bring more variance requests. He also added that future phases have not been detailed.

Ms. Askew stated the application was submitted as a shopping center. She read the definition of shopping center: "A group of retail stores or service establishments planned and developed as a unit by one operator, owner, organization, or corporation for sale or for lease upon the site on which they are built."

She commented that shopping centers are typically retail and office spaces. Restaurants are permitted uses. If there is a different parking demand, other than retail, then those would be

looked at as submitted. No business tax receipts would be issued if there is not sufficient parking.

Councilor Wiley stated he had questions that had been answered by City Staff. He also commented that he feels confident that the City can keep up with the number of parking spaces assigned to the businesses that go into these locations.

Katherine Mosely, Vice-President of Development for TriBridge Residential, addressed the Council. She stated this is for Phase 1 and is 4.59 acres. It is for a 31,300 square-foot shopping center and 44 hotel rooms. It is completely self-contained, meets all Code requirements and no variances are being requested.

Andrew Greene, Director of Design for TLM Realty, LLC, presented different streetscapes in several Florida cities. The project is proposing a 95-foot width from the façade on the buildings on one side of the street to the façade of the buildings across that street. There would be plants and trees added to adjacent parking areas. The street design, parking, and landscaping would be similar in width to the Beaches Town Center.

Ms. Mosely continued the buildings would be within the 35-foot height limit. She stated they are very early in the planning process for tenants and have engaged Franklin Street as the broker. The timeline for when the doors are actually open is two and one-half years.

She stated that the Concurrency Application included was for the Master Development. Phase 1 would use some of the trips and water and sewer. The water and sewer would be paid by the developer, including material and administrative reimbursements, including labor. She also reviewed the timeline for the three phases included in the Master Development.

Denise May, MarksGray, P.A., reminded the Council that the motion was to discuss. There needs to be a motion to approve or deny. She also stated that if there are overages on the water and sewer costs, the decision on who would pay those overage charges should be made.

Councilor Chin asked Ms. Mosely if there were tenants what would be done if the tenants required higher intensity parking

Ms. Mosely answered that they control 16 acres adjacent to the property. They would include any overparking for Phase 1 into Phase 2. She also added she did not have any details for Phase 2.

Made by Jones, seconded by Wiley.

**MOTION:**

**TO APPROVE WITH THE CONDITIONS AS STATED BY THE  
COMMUNITY DEVELOPMENT BOARD AND ADDED  
ADDITIONAL CONDITIONS:**

1. PROHIBITION OF THE FUTURE OF THE HOTEL UNITS INTO APARTMENT UNITS.
2. DEMOLITION OF THE FORMER KMART 90,000 SQUARE FOOT BUILDING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF PHASE 1.
3. TRAFFIC CONCURRENCY (VESTED TRIPS) FOR THE ENTIRE SITE OF 500, 436, AND 436-A ATLANTIC BOULEVARD. LIMITED TO TWO YEARS WITH AN

OPTION FOR ONE YEAR EXTENSIONS AND UP TO A MAXIMUM OF FIVE YEARS AFTER THE ISSUANCE OF THE FIRST PERMIT FOR PHASE 1 CONSTRUCTION.

- 4. ADD A TOTAL OF 36 BICYCLE PARKING SPACES SPREAD OUT OVER THE ENTIRE PHASE 1 DEVELOPMENT TO BE INSTALLED TO ENCOURAGE ALTERNATE WAYS TO THE SITE.
- 5. MUST ADHERE TO SECTION 27-540 AND TABLE 27-540-1 FOR PHASE 1.
- 6. ADHERE TO THE REQUIREMENTS OUTLINED IN THE WATER AND SEWER AVAILABILITY LETTER ISSUED BY THE DIRECTOR OF PUBLIC WORKS, LEON SMITH, DATED MARCH 11, 2019, WITH THE APPLICANT TO FUND UP TO 10% OF COST OVERAGES.

Roll Call Vote:  
 Ayes: 4–Wiley, Chin, Jones, and Brown.  
 Noes: 0

**MOTION CARRIED**

**ORDINANCES**

Ordinance No. 2019-05, Animals (Leash Length)      Ordinance No. 2019-05, Chapter 6, Article I, Section 6-1 and Article II, Section 6-31, First Read and Public Hearing, An Ordinance of the City of Neptune Beach Amending Chapter 6, Article I, Section 6-1, Definitions, and Article II, Section 6-31(b)(1), Dogs on the Beach.

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

Made by Jones, seconded by Wiley.

**MOTION: TO ADOPT ORDINANCE NO. 2019-05 ON FIRST READ**

Roll Call Vote:  
 Ayes: 4–Chin, Wiley, Jones, and Brown  
 Noes: 0

**MOTION CARRIED**

**OLD BUSINESS / NONE**

**NEW BUSINESS / NONE**

Comprehensive Plan and LDC RFQ      Approval of Comprehensive Plan and Land Development Code RFQ.

Councilor Wiley stated that when we received the RFQs back, that the City should focus on doing an update on some areas rather than a rewrite.



Vice Mayor Jones commented that there would be elements that may just need updating and this speaks to the key recommendations to the ULI report.

Councilor Chin stated he agreed with seeking proposals and also added that our Code does needs updating but if the proposal IS not to our satisfaction, then the Council does not have to accept it.

Mayor Brown stated she is in favor of moving forward with the process and to issue the RFQ.

**COUNCIL COMMENTS**

Vice Mayor Jones announced that the City of Neptune Beach Complete Street Policy was chosen by the Complete Streets Coalition of Smart Growth America as one of the best in the nation.

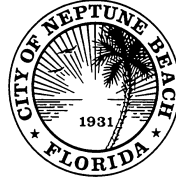
Adjournment      There being no further business, the meeting adjourned at 7:16 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, City Clerk

Approved: \_\_\_\_\_



**MINUTES  
WORKSHOP CITY COUNCIL MEETING  
MONDAY, MAY 20, 2019, 6:00 P.M.  
CITY HALL, 116 FIRST STREET  
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 20, 2019, at 6:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

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Attendance	<b>IN ATTENDANCE:</b> Mayor Elaine Brown Vice Mayor Fred Jones Councilor Kerry Chin Councilor Josh Messinger (via phone) Councilor Scott Wiley	<b>STAFF:</b> City Manager Andrew Hyatt Deputy City Manager Amanda Askew Finance Director Peter Kajokas Commander Gary Snyder Director of Public Works Leon Smith City Clerk Catherine Ponson
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Call to Order/Pledge of Allegiance	Mayor Brown called the workshop meeting to order at 6:00 p.m. and led the Pledge of Allegiance.
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**AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS**

Fletcher High School Model United Nations Club Proclamation	Mayor Brown presented a proclamation to the Fletcher High School Model United Nations Club, Jack Rowan, Ryan Hoban, William Fulmer, Patrick McCormick, for their 10 <sup>th</sup> place finish out of 50 teams at the Academic World Quest Competition in Washington, D.C.
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**PROPOSED ORDINANCES\***

\*Agenda Item 6B was moved to this part of the agenda.

Proposed Ordinance No. 2019-??, Finances and Fund Management	<u>Proposed Ordinance No. 2019-??</u> , An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the Code of Ordinances of the City of Neptune Beach; Amending Section 2-348, Finances and Fund Management; Expanding Prudent Investment Mandates; Providing For Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date
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Jennifer Kowkabany, Chairman of the Police Officers' Retirement Fund(PORF) Board, introduced John Thinnies, AndCo Consulting.

Mayor Brown recognized former Councilmember John Jolly who is a current member of the PORF Board.

Mr. Thinnes stated he is a fiduciary to the Board and explained that this ordinance would allow the pension board to have flexibility in equities and bonds. The Board is seeking to expand its investment options to include real estate institutional investment products as part of the Retirement System’s portfolio. The change to its portfolio will hopefully provide greater return and lower risk profile through its expanded diversification. The ordinance is in compliance with state and local law.

Councilor Wiley stated that this needs to be done and he would sponsor the ordinance.

Vice Mayor Jones commented that this makes sense and questioned if the allocation would be set at the recommended allocation. Mr. Thinnes stated that the Board is already conservative but is asking for more flexibility.

Councilor Messinger stated that he had no questions and that former Councilor John Jolly on the PORF Board has one of the most astute financial individuals has met and that speaks volumes.

Councilor Chin questioned the 10% in real estate and 5% in limited partnerships. Mr. Thinnes answered that it is due to his firm’s size and the minimum that is invested.

John Jolly, PORF Board member, stated that the pension board is a conservative group of people. He stated that long term this is a move in the right direction.

**CONSENSUS:                      MOVE FORWARD FOR FIRST READ**

Audit Presentation

Ron Whitesides, Partner with Purvis Gray & Company, presented the Financial Statements for the year ended September 30, 2018.

**CITY MANAGER REPORT**

City Manager Report

City Manager Hyatt reported the following:

- A meeting was scheduled a special meeting for Wednesday, May 29, 2019 at 9:00 a.m.
- 22 applicants have been received for City Manager. This could be discussed at the special meeting on May 29.
- A free community concert would be held on Saturday, June 1, 2019, at 11 a.m. in Jarboe Park by the Jacksonville Symphony Ensemble Brass Quintet.

Police Department Report

Commander Gary Snyder reported that Dancin’ in the Streets held on Saturday, May 18<sup>th</sup>, was successful. The Click It or Ticket Traffic Safety Campaign kicked off today and run through June 3, 2019. Hurricane preparedness has begun. There would be a table top exercise at Casa Marina for the three beach cities for that. The planning for the July 4<sup>th</sup> event has also started. There would also be pedestrian crossing enforcement beginning in June at all major intersections in the City.

**COMMITTEE REPORTS**

Land Use and Parks

Committee Chairman Josh Messinger reported that the committee met on Wednesday, May 8, 2019, at noon. He stated they discussed Jarboe Park tree mitigation funding, the Jarboe Park Grant Update, Neptune Beach Tree Canopy Restoration and the Special Events Policy.

Strategic Planning and Visioning/Land Use and Parks Joint Meeting      Committee Chairman Fred Jones reported that there was a joint committee meeting with the Strategic Planning and Land Use and Parks on May 8, 2019. The discussion of beautification of Third Street from Atlantic Boulevard to Seagate Avenue.

Transportation and Public Safety      Committee Chairman Fred Jones reported that on May 8, 2019, the Transportation and Public Safety discussed a Sidewalk Plan and the Pilot Parking Program. He reported that the Neptune Beach Complete Streets Policy had been named one of the top in the nation.

Finance/Charter/Board Review      Committee Chairman Scott Wiley reported that his committee met on May 8, 2019, and discussed the banking services contract, the 5<sup>th</sup> Street and Florida Boulevard update, the Jarboe Park Plan, the upcoming budget, water/sewer rate study, and the proposed mural for the Florida Boulevard/Mayport Road overpass.

### **PUBLIC COMMENTS**

Public Comments      Diana Kelly, 207 Walnut Street, Neptune Beach, thanked the City for the extra bicycle racks during Dancin' in the Streets. She spoke regarding parking and pedestrian safety.

### **PROPOSED ORDINANCES**

Proposed Ordinance 2019-??, Controlled and Metered Parking      Proposed Ordinance No. 2019-??, An Ordinance of the City of Neptune Beach Amending Chapter 22, add a new Article IV, Controlled and Metered Parking, Sections 22-44—22-56.

Mr. Hyatt explained that in order to charge for parking and ticket for the parking program, this ordinance would need to be enacted. The City Attorney would need to review this further and make more changes.

Mayor Brown stated that this would be finalized by the City Attorney, and any questions would need to be asked of Mark Rimmer, Parking Consultant.

Councilor Chin stated he had communicated wording changes to City staff and would get any other changes answered by Mr. Rimmer.

Councilor Messinger commented that this the City is moving in the right direction. He commended Mr. Rimmer and City staff on their efforts.

Vice Mayor Jones stated that the framework is there other than a few changes. He questioned the timeline of enacting the ordinance.

Councilor Wiley questioned if the program would be in place before the ordinance is enacted. Mr. Hyatt stated that as it is a pilot program and the City Attorney would advise.

Councilor Wiley stated he still has questions regarding the agreement with Atlantic Beach, the residential creep, the employee parking and the residential rate.

Mayor Brown thanked City staff and the review by the City Attorney would be done. She advised the Council to consult with Mr. Rimmer if they had questions.

**CONSENSUS: MOVE FORWARD FOR FIRST READ**

**CONTRACTS / AGREEMENTS**

Revocable  
Lease  
Agreement

Revocable Lease Agreement for Dumpster in the Right-of-Way for 301 Atlantic Boulevard. Deputy City Manager Amanda Askew explained that the current dumpster location for The Local Restaurant located at 301 Atlantic Boulevard is in the City right-of-way. There is loss of potential revenue. This lease agreement is for the use of the public right-of-way. It provides a monthly payment of \$200.00 and they have to provide an insurance policy. It was looked over by the previous attorney. It also includes that there would be a white vinyl fence on three sides with a gate.

Councilor Wiley asked if there was a previous lease for this property. Ms. Askew stated there had not been one. Councilor Wiley requested the lessee keep the dumpster gate closed.

Vice Mayor Jones requested getting more numbers for the amount of money collected based on parking projections. He also suggested another type of enclosure.

Councilor Messinger agreed with Vice Mayor Jones regarding what we project the revenue of two parking spaces would be and also the appearance of the enclosure

**CONSENSUS:****MOVE FORWARD FOR APPROVAL****ISSUE DEVELOPMENT**

Impact Fees  
Discussion

Impact Fee Discussion. Councilor Wiley explained that the Finance Committee had discussed impact fees. He also added that the legislature had passed a bill regarding impact fees and was waiting on the Governor to sign.

He requested to bring it before Council. Due to the legislative bill, it would need to be vetted by the City Attorney to see what the City could do.

Mayor Brown stated this would be discussed at the next workshop and review what the impact fees might be.

Vice Mayor Jones announced that at the June 17, 2019 workshop, he has a mobility fee expert scheduled to come speak regarding mobility fees and implementation and how to fund projects from those fees.

Councilor Wiley advised that this was for information gathering only and that the fees would be for new projects.

Councilor Messinger thanked Councilor Wiley for bringing this forward and looks forward to seeing recommendations.

Resolution  
No. 2019-  
08, Senior  
Center

Resolution No. 2019-08, A Resolution of the City of Neptune Beach, Florida Committing Property in Lieu of Cash for the Construction of a Community Building to be Used as A Senior Center.

Senior Center Leslie Lyne explained that when looking at grants, everything has to have a match. She stated that when looking at a 5,000 square foot building, generally speaking, it would be \$500,000 to \$750,000 for that building. She stated that where she is currently located is more ideal and has surpassed the projected numbers for visitors.

Mr. Hyatt stated that the wording of the resolution would need to be reviewed thoroughly by the City Attorney. The City does not own a lot of land. The property at the former location on Forest Avenue is how the square footage was established.

Councilor Wiley stated this is what the City has been working towards and needs the City Attorney approval to determine what the City can or cannot do.

Vice Mayor Jones suggested the beach cities contributing their pro rata share should again be reviewed. He also questioned if a lease agreement in another location and not involving City property had been considered.

Councilor Messinger stated he is inclined to move it forward to support Senior Center and agreed with the need for legal review.

Councilor Chin commented that he supports the Senior Center and also regarding the legal review and would like clarification to make sure it is not a permanent giveaway.

Mayor Brown explained that is what a City Attorney review would determine and added that more importantly money needs to be raised and commended Ms. Lyne on her efforts

Adjournment      There being no further business, the workshop meeting adjourned at 7:41 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, City Clerk

Approved: \_\_\_\_\_



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

**AGENDA ITEM:** CDB SE19-06 Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Costa Verde Associates, LLC for the property known as 212 Midway (RE#172772-0000). The request is to construct an addition between the single-family dwelling and the existing garage. Property is in the Central Business District.

**SUBMITTED BY:** Mr. and Mrs. Anthony Manna

**DATE:** May 29, 2019

**BACKGROUND:** A special exception application for an addition to the existing single-family home has been submitted by Mr. and Mrs. Anthony Manna, on behalf of Costa Vedra Associates, for the property located at 212 Midway (RE # 172772-0000). The existing single-family home is located on the east side of Midway approximately 100 feet south of Lemon St. The property is in the Central Business District (CBD).

**BUDGET:** N/A

**RECOMMENDATION:** Based on the application and the nature of the proposed use staff does recommend approval of the single-family home.

The CDB approved the special exception on May 10, 2019 by a 7-0 vote.

**ATTACHMENT:** 1. CDB SE 19-06

**CITY MANAGER:**

City of  
**Neptune Beach**

116 First Street • Neptune Beach, Florida 32266-6140  
(904) 270-2400 • FAX (904) 270-2432



## MEMORANDUM

**TO:** Community Development Board

**FROM:** Amanda L. Askew, Community Development Director

**DATE:** May 3, 2019

**SUBJECT:** CDB SE19-06 / 212 Midway, Special Exception –Single Family home expansion

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### Background

A special exception application for an addition to the existing single-family home has been submitted by Mr. and Mrs. Anthony Manna, on behalf of Costa Vedra Associates, for the property located at 212 Midway (RE # 172772-0000). The existing single-family home is located on the east side of Midway approximately 100 feet south of Lemon St. The property is in the Central Business District (CBD).

The immediate properties surrounding the subject property consist of single-family and multi-family properties. The property to the north has a detached two-story garage and the property to the south has a detached one-story garage. The property to the west is a two-story structure.

Per 27-226 (k)(3)(a) a single-family home requires a special exception in CBD. This includes additions/expansions as well. The CBD zoning district is intended to allow a mix of commercial uses and compatible residential uses that will encourage an urban intensive, pedestrian oriented, neighborhood ambiance. The CBD is further established to encourage the continuation of the present unique Central Business District of Neptune Beach, as well as, the continuation of its present aesthetically pleasing environment, to provide areas for the concentration of compatible land uses, to provide sufficient space for appropriate commercial, miscellaneous service activities and residences which will strengthen the city's economic base, and to prevent the intrusion of objectionable land uses.



## **Analysis**

The single-family home has an existing one story detached garage closest to Midway and the main house/structure is eastward. The applicant is proposing a second story addition over the detached garage with a balcony on the south and west side and then connect it to the main house. The proposed additions meet the CDB zoning requirements (setbacks, lot coverage, etc.). The proposed addition does not expand the footprint of the structure.

Section 27-160 outlines the findings for the board to review for special exceptions.

## **Staff Recommendations**

Please note that the staff recommendations are based on the materials submitted by the applicant and additional testimony or material presented at the meeting could impact the staff recommendation.

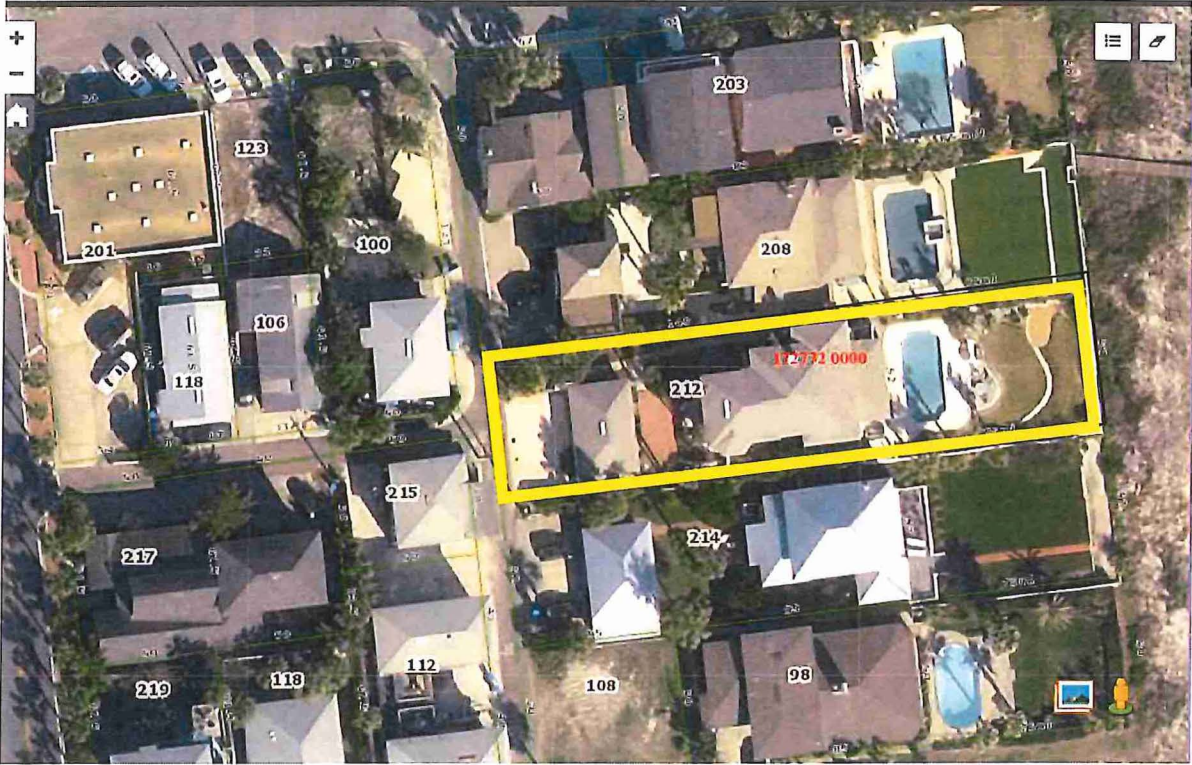
Based on the application and the nature of the proposed use staff **does** recommend approval of the single-family home.

The following reasons are how staff came to the recommendation:

1. This property is identified in the future land use map and in the comprehensive plan as commercial high and correlates to the Central Business District. This is an existing single-family home with an expansion that meets codes.
2. The proposed single-family expansion is compatible with the surrounding single-family and multi-family uses.
3. The proposed single-family expansion would not have an environmental impact inconsistent with the health, safety and welfare of the community. After the special exception the applicant is required to obtain Department of Environmental Protection (DEP) approval because they are located within the coastal construction line. After DEP approval the applicant is eligible to submit building plans to the city.
4. A proposed addition to the home will not generate a detrimental effect on vehicular traffic, pedestrian movement or parking.
5. The single-family home expansion will not have a detrimental effect on future development especially considering the surrounding single-family and multi-family land uses.

6. The addition to the single-family home will not create objectionable or excessive noise, light vibrations; fumes, odors, dust or other activities inconsistent with existing land uses in the area.
7. This single-family home will not overburden the existing public services and facilities.
8. The proposed building footprint meets all other zoning restrictions.

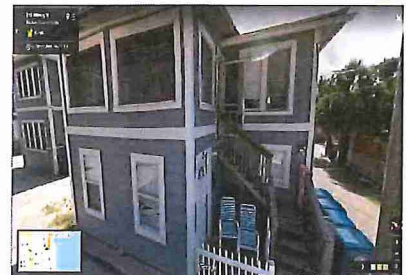
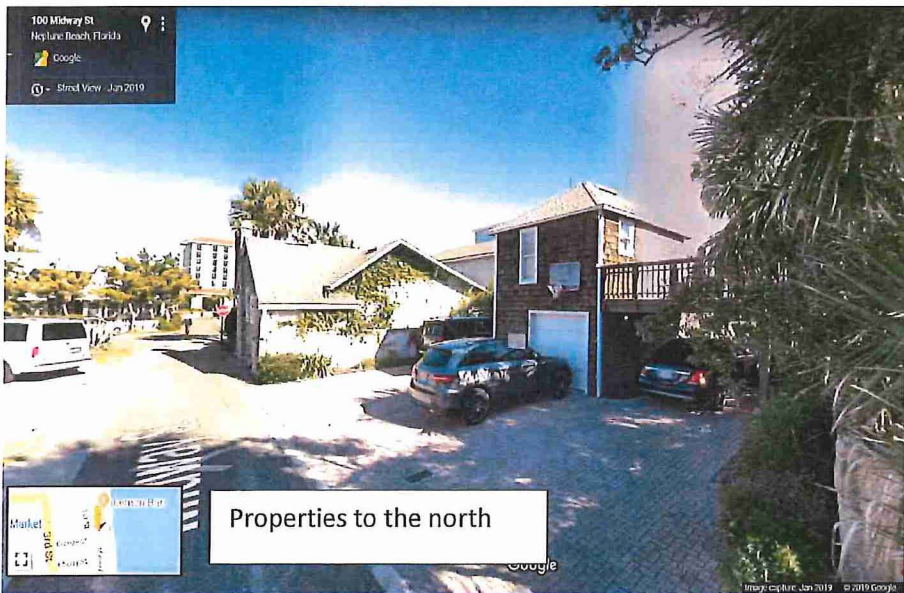
# 212 Midway



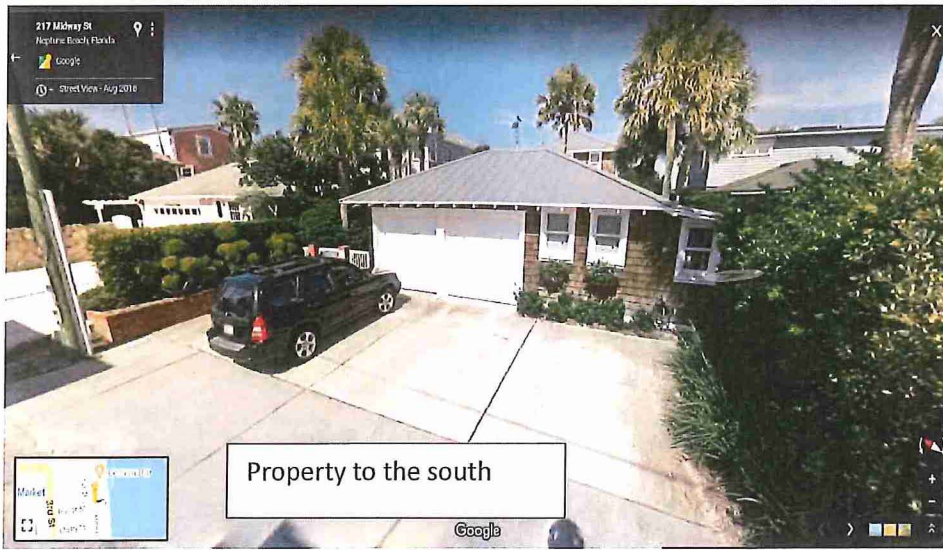
North



# 212 Midway



Property to the west (across the street)

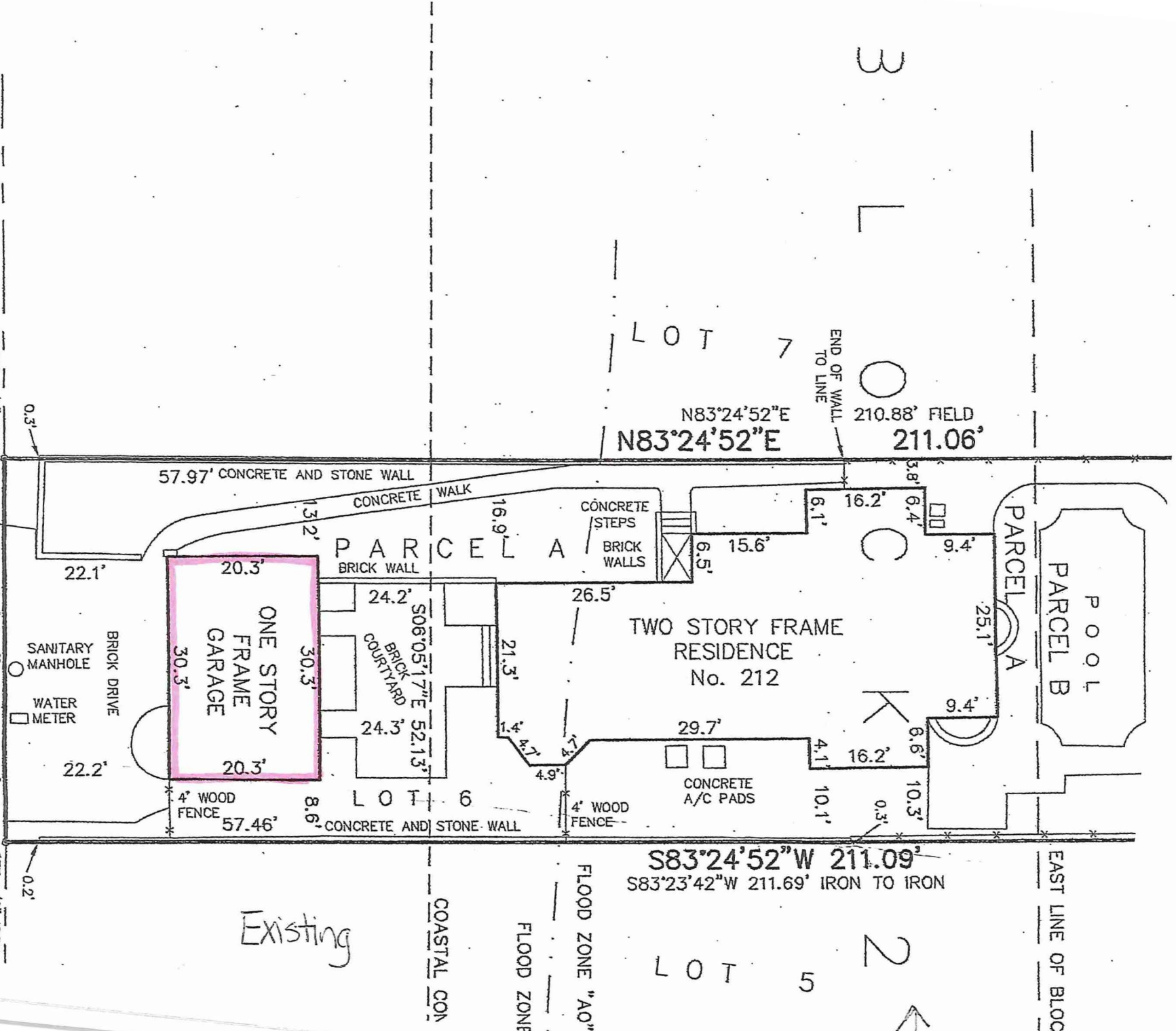


OCEAN FRONT  
10' RIGHT OF WAY PAVED

FOUND 1/2" IRON  
PIPE NO CAP

N06°35'08"W 52.00'  
N06°33'12"W 52.16' FIELD

SET 1/2" IRON  
PIPE LB 3672



LOT 7

N83°24'52"E  
N83°24'52"E  
210.88' FIELD  
211.06'

PARCEL A

PARCEL A

PARCEL B

POOL

LOT 6

S83°24'52"W 211.09'  
S83°23'42"W 211.69' IRON TO IRON

LOT 5

Existing

COASTAL CON

FLOOD ZONE

FLOOD ZONE "AO"

3  
L

END OF WALL  
TO LINE

210.88' FIELD  
211.06'

6.1' 16.2' 3.8' 6.4' 9.4'

29.7' 4.1' 16.2' 6.6' 10.3' 10.1' 0.3'

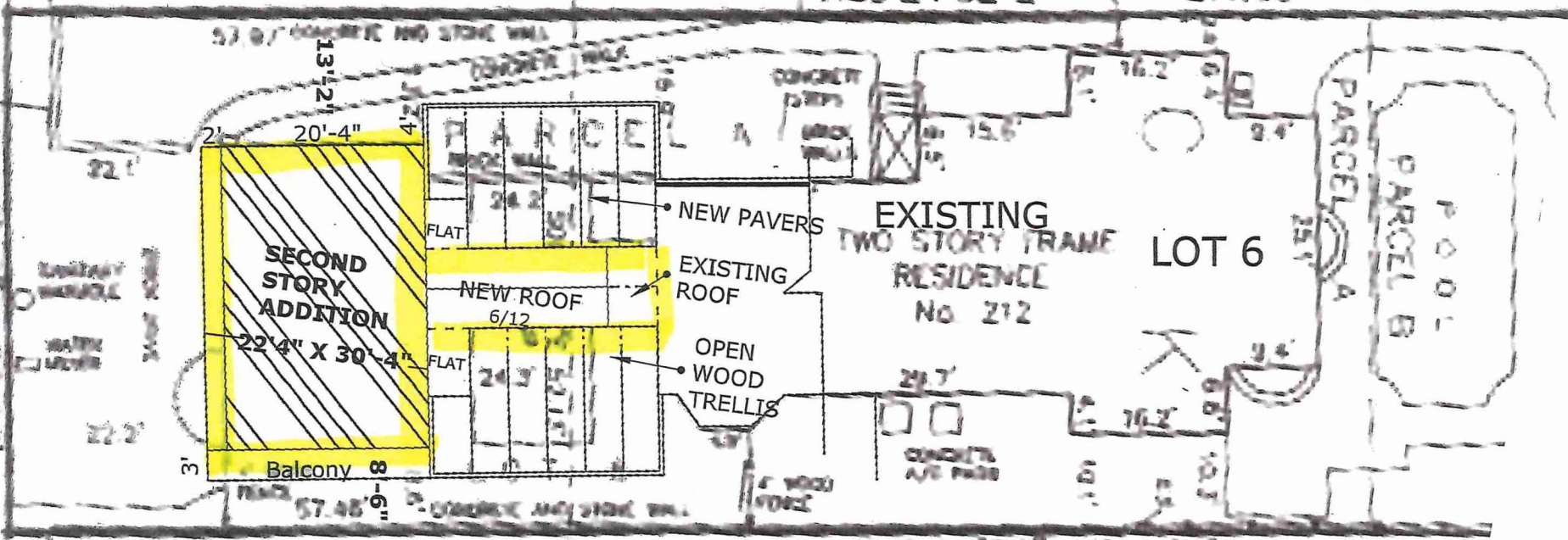
EAST LINE OF BLOCK 2





MIDWAY OCEANFRONT  
10' R/W Paved

53.87' CONCRETE AND STONE WALL  
13'-2"  
20'-4"  
4"  
13'-2"  
20'-4"  
4"  
22'-4" X 30'-4"  
3'  
57.45'  
53.87' CONCRETE AND STONE WALL



LOT 7  
NB3°24'52"E  
210.98' FIELD  
211.06'

583°24'52"W 211.09'  
583°23'47"W 211.68' MON TO MON

Proposed

CCL  
SEALED CONSTRUCTION

FLOOD ZONE 'X'

FLOOD ZONE 'AO' (EPA 21)

LOT 5

2

3

↑ North

EAST LINE OF BLOCK 13 909 PLAT

# APPLICATION FOR SPECIAL EXCEPTION

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT  
 116 FIRST STREET  
 NEPTUNE BEACH, FLORIDA 32266-6140  
 PH: 270-2400 ext 4 FAX: 270-2432



**Application Fee: \$300 Residential / \$500 Commercial**

**Date Filed:**

Name & Address of Property Owner:	Telephone: <b>RECEIVED APR 11 2019</b>
<b>ANTHONY &amp; KAREN MANNA</b>	E-Mail:
<b>212 DAWGWAY AVE NEPTUNE BEACH</b>	Real Estate #: <b>172172-0000</b>
Property Address (if different from mailing):	Lot # <b>6</b> Block: # <b>23</b>
	Subdivision:
	Zoning District: <b>CBD</b>

Name and Address of Agent: <b>PETER B. COALSON</b>	Telephone: <b>904 759-2556</b>
<b>1614 COQUINA PLAVE</b>	E-Mail: <b>petereds.coalson</b>
<b>ATLANTIC BEACH FL 32233</b>	<b>@gmail.com</b>

**Describe Special Exception Request:**  
**SEEKING APPROVAL FOR RENOVATION OF EXISTING GARAGE**  
**CONSTRUCTION OF SECOND STORY ADDITION ABOVE GARAGE**  
**CONSTRUCTION OF WOOD TRELLIS WITH CONNECTING ROOF**  
**AND PAYER PATIO. SEE ATTACHED SITE PLAN**

The Unified Land Development Code (ULDC) requires that the Community Development Board may not recommend for approval unless it makes a positive finding, based on substantial competent evidence, outlined in Section 27-160

1. Based on the required findings needed to issue a special exception in Section 27-160 explain the following (attach additional sheets as necessary):

A. How the proposed is consistent with the comprehensive plan:

**NO CHANGE TO EXISTING USE**

B. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

**NO CHANGE TO EXISTING USE**



C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.

NO CHANGE TO EXISTING USE

D. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.

NO CHANGE TO EXISTING USE

E. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.

NO CHANGE TO EXISTING USE

F. Indicate how the proposed use would not overburden existing public services and facilities.

NO CHANGE TO EXISTING USE

G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.

NO CHANGE TO EXISTING USE

**THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETINGS.**

Per 27-163, If a special exception is granted the use or construction, must be commenced within twelve (12) months following the date the special exception is rendered or the special exception shall expire and be of no further force, validity, or effect.

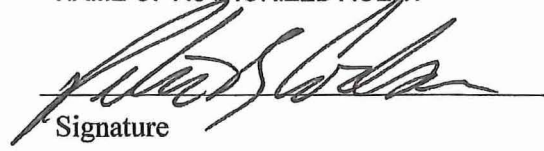
**I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A SPECIAL EXCEPTION AS REQUESTED.**



NAME (S) OF PROPERTY OWNER (S)

\_\_\_\_\_  
Signature

NAME OF AUTHORIZED AGENT

  
Signature

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

\*THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.\*

PETER COALSON is hereby authorized TO ACT ON BEHALF OF \_\_\_\_\_, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Rezoning    | <input checked="" type="checkbox"/> Special Exception     |
| <input type="checkbox"/> Variance    | <input type="checkbox"/> Commercial Dev. Order            |
| <input type="checkbox"/> Appeal      | <input type="checkbox"/> Comp. Plan Amendment             |
| <input type="checkbox"/> Concurrency | <input checked="" type="checkbox"/> Other/Building Permit |

BY:

Anthony S. Manna

Signature of Owner

Anthony S. Manna, Member/President

Print Name

of Costa Verde Associates, LLC

Signature of Owner

330-472-5178

Print Name Daytime Telephone Number

State of ~~Florida~~ Ohio  
County of Summit

Signed and sworn before me on this 10 day of April, 20 19

By Anthony S. Manna

Identification verified: ✓ Oath sworn: ✓ Yes \_\_\_ No

Ann M. Brown

Notary Signature

My Commission expires: My Commission Expires 4-23-23

ANN M. BROWN, Notary Public  
STATE OF OHIO

Dill: Created by the applicant.  
 Kelly: It has been created by applicant.  
 Moore: Owner is creating need for 2<sup>nd</sup> story.  
 Evens: Stated "for his kayaks"  
 Frosio: Totally created by owner.  
 Livingston: Has been created by the owner.

7) *Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures.*

Dill: Would confer special privilege.  
 Kelly: It will create a special privilege.  
 Moore: Special privilege would be given. Not allowed to other R-4 property owners.  
 Evens: Expansion of multifamily/increased density.  
 Frosio: It will confer special privilege.  
 Livingston: It will confer special privilege.

**CONCLUSION ON REQUIRED FINDINGS  
 PURSUANT TO SEC. 27-147, ORDINANCE CODE**

Sec. 27-147(1)	Positive 2-4
Sec. 27-147(2)	Positive 0-6
Sec. 27-147(3)	Positive 0-6
Sec. 27-147(4)	Positive 3-3
Sec. 27-147(5)	Positive 2-5
Sec. 27-147(6)	Positive 0-6
Sec. 27-147(7)	Positive 0-6

Made by Evens, seconded by Kelly.

**MOTION: TO DENY CDB V19-05.**

Roll Call Vote:

Ayes: 6- Livingston, Frosio, Kelly, Moore, Evens, Dill  
 Noes: 0  
 Abstain: 1-Goodin

**MOTION APPROVED AND REQUEST DENIED.**

CDB SE19-06  
 Special Exception  
 Costa Verde  
 Associates, LLC  
 212 Midway  
 172772-0000

CDB SE19-06 Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Costa Verde Associates, LLC for the property known as 212 Midway (RE#172772-0000). The request is to construct a second story on the detached garage and a breezeway to connect to the single-family dwelling and the existing detached garage. Property is in the Central Business District (CBD).

Mr. Coalson stated his client are requesting to add a second story to the existing detached garage for additional living space. A breezeway will be added to connect the existing detached garage to the house. The breezeway will be open on the sides but will provide cover from the rain. No separate electric meter will be installed.

Mrs. Askew, Deputy City Manager, stated that this property is located in the Central Business District. Single family residents must apply for and

be granted a special exception to expand. This property is also in the coastal construction control line and will also be required to have DEP approval prior to construction.

Chairperson Goodin opened the floor for public comments. There being none the public comments were closed.

Board questions and comments:

Are multi-family dwellings allowed in CBD? Yes.

What is the required parking? There is a 50% reduction in the district, this property will have 2 spaces in the garage and 2 on the outside of the garage.

Distinct location being in the commercial district but is surrounded by other residential homes.

#### STATEMENT OF FACTS

1) The proposed use is consistent with the comprehensive plan.

Goodin: Allowed and lowest density.

Dill: Yes.

Kelly: Yes consistent.

Moore: Consistent with current plan.

Evens: Yes, consistent.

Livingston: The expansion meets code.

2) The proposed use would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

Goodin: Low density-consistent with area/comp plan.

Dill: CBD meets the requirements.

Kelly: Yes compatible.

Moore: Compatible with allowed uses in the CBD.

Evens: Compatible w/ adjacent CBD homes.

Frosio Allowed by code.

Livingston: The expansion is compatible w/the surrounding area.

3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

Goodin: No impact.

Dill: Not have any impact on environment.

Kelly: Additional visitors/parking increases density.

Moore: No impact.

Evens: Better than code would allow.

Frosio: No impact.

Livingston: No environmental impact.

4) The proposed use would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community.



Goodin: Meets parking requirements and causes no additional density.  
Dill: Not detrimental to vehicular traffic.  
Kelly: There will be an increase in pedestrian movement and parking.  
Moore: No measurable effect on traffic or parking.  
Evens: Less than code will allow.  
Frosio: No detrimental effect.  
Livingston: It will not create a detrimental effect on traffic.

- 5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.

Goodin: No effect.  
Dill: No detrimental effect on the future development.  
Kelly: Not a detrimental effect.  
Moore: Future development in CBD would not be affected.  
Evens: Will not. Nice single-family homes.  
Frosio: None.  
Livingston: No detrimental effect on future development.

- 6) The proposed use would not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.

Goodin: Consistent with area/less intense.  
Dill: Not excessive.  
Kelly: No creation of excessive noise.  
Moore: None of these conditions would be created.  
Evens: Will not.  
Frosio: None.  
Livingston: This will not create noise, fumes, etc.

- 7) The proposed use would not overburden existing public services and facilities.

Goodin: No impact.  
Dill: Would not overburden public services.  
Kelly: Additional residents/guests/use more services.  
Moore: No impact would result.  
Evens: Less than allowed.  
Frosio: Will not.  
Livingston: Remain on one meter, not overburden public services.

- 8) The proposed use meets all other requirements as provided for elsewhere in this Code.

Goodin: Meets requirements.  
Dill: Meets all other requirements.  
Kelly: Meets all other requirements.  
Moore: All other requirements would be met.  
Evens: Does.  
Frosio: Meets code.  
Livingston: The footprint meets all other zoning restrictions.

Made by Dill, seconded by Evens.

**MOTION: TO DO THE FINDING OF FACTS.**

**APPROVED BY CONSENSUS**

**MOTION CARRIED**

**CONCLUSION ON REQUIRED FINDINGS  
PURSUANT TO SEC. 27-160, ORDINANCE CODE**

Sec. 27-160(1)	Positive 6-0
Sec. 27-160(2)	Positive 7-0
Sec. 27-160(3)	Positive 7-0
Sec. 27-160(4)	Positive 7-0
Sec. 27-160(5)	Positive 7-0
Sec. 27-160(6)	Positive 7-0
Sec. 27-160(7)	Positive 7-0
Sec. 27-160(8)	Positive 7-0

Made by Frosio, seconded by Evens.

**MOTION: TO APPROVE THE FINDING OF FACTS.**

**APPROVED BY CONSENSUS**

**MOTION CARRIED**

Made by Evens, seconded by Frosio.

**MOTION: TO RECOMMEND APPROVAL OF CDB SE19-06 FOR THE SPECIAL EXCEPTION AS SUBMITTED.**

Roll Call Vote:

Ayes: 7-Evens, Moore, Frosio, Livingston, Kelly, Dill, Goodin  
Noes: 0

**MOTION APPROVED.**

The applicant was informed that the special exception request would be forwarded to City Council for the final review on Monday June 3, 2019 at 6:00 and that they should attend that meeting.

Adjournment

The next board meeting will be June 12, 2019 at 6:00 pm. There being no further business, the meeting adjourned at 6:45 p.m.

\_\_\_\_\_  
Chairperson Christopher Goodin

ATTEST:

\_\_\_\_\_  
Piper Turner, Board Secretary



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

**AGENDA ITEM:** Ordinance No. 2019-05, Chapter 6, Article I, Section 6-1 and Article II, Section 6-31, Second Read and **Public Hearing**, An Ordinance of the City of Neptune Beach Amending Chapter 6, Article I, Section 6-1, Definitions, and Article II, Section 6-31(b)(1), Dogs on the Beach.

**SUBMITTED BY:** Animal Control Officer Dee Zagari

**DATE:** May 29, 2019

**BACKGROUND:** Due to conflicting language regarding leash lengths, Sections 6-1 and 6-31 of the Code of Ordinances should be amended to reflect a 12-foot length throughout the Code per the recommendation of Animal Control Officer Dee Zagari.

**BUDGET:** N/A

**RECOMMENDATION:** Adoption  
Was approved on first read on May 6, 2019.

**ATTACHMENT:** 1. 2019-05 Chapter 6, Leash

**CITY MANAGER:**

SPONSORED BY:  
COUNCILOR MESSINGER



ORDINANCE NO. 2019-05

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 6, ANIMALS; ARTICLE I, SECTION 6-1, DEFINITIONS; AND ARTICLE II, SECTION 6-31(b)(1), DOGS ON THE BEACH AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the City Council of the City of Neptune Beach, Florida has determined that it is necessary to amend Chapter 6 as set forth below.

**Now, therefore**, be it ordained by the City Council of Neptune Beach, Florida:

**Section 1.** Chapter 6 Animals, Section 6-1, Definitions, and Section 6-31(b)(1), Dogs on the Beach, be amended as follows:

**Sec. 6-1. Definitions.**

....

*At Large* means that an animal is off of the property of the owner and: (1) without restraint or confinement; (2) wandering, roving, or rambling unrestrained; or (3) in the absence of control of a person in charge. An animal on a retractable or other trolley leash system shall be considered "at-large" if the leash is extended beyond ~~sixteen (16)~~ **twelve (12)** feet in length.

....

*Physical Control* means adequate restraint to prevent the animal from engaging in biting, aggression towards people or animals, straying, being at-large, as defined herein, or other behaviors regulated by this ordinance or state law by the use of a proper leash or similar device attached to an appropriate collar or harness. To maintain effective physical control the animal must be on a leash not to exceed ~~sixteen (16)~~ **twelve (12)** feet at its maximum extension. Nothing in this definition is intended to prevent dogs being on training leashes or while engaged in other appropriate activities under adequate control where care is taken to assure control as needed is available to prevent violations of this ordinance. Likewise, nothing in this definition is meant to limit the use of a Service Dog, however, that the Service Dog is otherwise under the handler's control and the handler requires the use of Service Dog that is not physically restrained.



**Sec. 6-31. Dogs on the Beach.**

....

(b) In addition to the above provisions, all owners, custodians and/or persons responsible for and in control of any dog(s) on the beach must comply with following:

(1) Each such dog must be fastened to a suitable leash of dependable strength not to exceed ~~sixteen (16)~~ twelve (12) feet in length and the leash must be held or controlled by that person at all times.

**Section 2.** This Ordinance shall become effective after passage by the City Council.

**VOTE RESULTS OF FIRST READING:**

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

Passed on First Reading this 6<sup>th</sup> day of May, 2019.

**VOTE RESULTS OF SECOND AND FINAL READING:**

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

Passed on Second and Final Reading this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, City Clerk



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

**AGENDA ITEM:** Ordinance No. 2019-06, Chapter 2, Article V, Section 2-348, First Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the Code Of Ordinances of the City of Neptune Beach; Amending Section 2-348, Finances and Fund Management; Expanding Prudent Investment Mandates; Providing For Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date

**SUBMITTED BY:** Police Officers' Retirement Fund Board

**DATE:** May 29, 2019

**BACKGROUND:** The Police Officers' Retirement Board is seeking to expand its investment options to include real estate institutional investment products as part of the Retirement System's portfolio. The change to its portfolio will hopefully provide greater return and lower risk profile through its expanded diversification.

Was moved forward for first read at May 20, 2019 workshop

**BUDGET:** N/A

**RECOMMENDATION:** Approval

**ATTACHMENT:** 1. Ord. No. 2019-06, Pension

**CITY MANAGER:**

A handwritten signature in blue ink, appearing to read "Andrew E. Hagan", is written over the City Manager label.

INTRODUCED BY:  
COUNCILOR WILEY



ORDINANCE NO. 2019-06

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 4, POLICE OFFICERS' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF NEPTUNE BEACH; AMENDING SECTION 2-348, FINANCES AND FUND MANAGEMENT; EXPANDING PRUDENT INVESTMENT MANDATES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the City Council of the City of Neptune Beach, Florida has determined that it is necessary to amend the following:

**Now, Therefore**, be it ordained by the City Council of the City of Neptune Beach, Florida;

**Section 1:** That Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System, of the Code of Ordinances of the City of Neptune Beach is hereby amended by amending Section 2-348(6), Finances and Fund Management, by adding the following underlined language:

**Section 2-348 – Finances and Fund Management**

\* \* \* \* \*

- (6) The board shall have the following investment powers and authority:
  - a. The board shall be vested with full legal title to said fund, subject, however, and in any event to the authority and power of the city council to amend or terminate this fund, provided that no amendment or fund termination shall ever result in the use of any assets of this

fund except for the payment of regular expenses and benefits under this system, except as otherwise provided herein. All contributions from time to time paid into the fund, and the income thereof, without distinction between principal and income, shall be held and administered by the board or its agent in the fund and the board shall not be required to segregate or invest separately any portion of the fund.

- b. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to:
  - 1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.
  - 2. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund, or a savings/building and loan association insured by the savings association insurance fund which is administered by the federal deposit insurance corporation or a state or federal chartered credit union whose share accounts are insured by the national credit union share insurance fund.
  - 3. Obligations of the United States or obligations guaranteed as to principal and interest by the Government of the United States or by an agency of the Government of the United States.
  - 4. Bonds issued by the State of Israel.
  - 5. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:
    - (i) Except as provided in subsection (ii) below, all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia and, in the case of bonds only, shall hold a rating in one (1) of

the three (3) highest classifications of a major rating service. In addition, investment grade quality bonds may be purchased, but shall be no more than ten (10) percent of the bond holdings.

- (ii) Up to twenty-five (25) percent of the assets of the fund at market value may be invested in foreign securities.
- (iii) The board shall not invest more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five (5) percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed seventy six (76) percent of the assets of the fund.

6. Real estate, including Real Estate Investment Trusts (REITS) and private Real Estate, up to ten percent (10%) of the assets of the Fund at cost.

7. Limited partnerships up to five percent (5%) of the total assets of the Fund at cost.

\* \* \* \* \*

**Section 2:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Neptune Beach.

**Section 3:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**Section 4:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**Section 5:** That this Ordinance shall become effective immediately upon its passage and adoption by the City Council.

**VOTE RESULTS OF FIRST READING:**

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

Passed on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**VOTE RESULTS OF SECOND AND FINAL READING:**

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

Passed on Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, City Clerk



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

**AGENDA ITEM:** Revocable Lease Agreement for Dumpster in the Right-of-Way for 301 Atlantic Boulevard

**SUBMITTED BY:** Roost Restaurants

**DATE:** May 29, 2019

**BACKGROUND:** Roost Restaurants is seeking to lease city property for the purpose of locating and operating a waste receptacle/dumpster in the right-of-way.  
Was moved forward for approval at the May 20, 2019 workshop

**BUDGET:** N/A

**RECOMMENDATION:** Approval

**ATTACHMENT:** 1. Dumpster Lease Agreement CNB and Roost Restaurants

**CITY MANAGER:** 

REVOCABLE LEASE AGREEMENT

This Lease Agreement is made effective July 1, 2019 between the City of Neptune Beach, a municipal corporation, as the City, and Roost Restaurants, as the Lessee.

WITNESSETH:

1. The City agrees to grant an exclusive lease to Lessee for that portion of the City's property, more particularly described and designated in Exhibit A attached hereto and incorporated herein, in (describe portion and include adjacent address), as described in Exhibit B, attached hereto and incorporated herein, for the purpose of locating and operating Lessee's waste receptacle/dumpster.

2. The Lessee, in exchange for and in consideration of the City's granting of this lease, shall remit to the City a monthly fee of \$\_\_\_\_\_ payment due to the City by the first day of each month. Payment shall be remitted to the City at 116 First Street, Neptune Beach, Florida 32266.

2. The term of this Agreement shall be for a period of one (1) year from the above date.

3. This Agreement will automatically renew on the anniversary dates hereof for additional one (1) year periods and under the same terms hereof, unless otherwise terminated, in writing, by the City and/or Lessee, no later than thirty (30) days prior to the expiration of the original term of this Agreement or any extension thereto.

4. The City Manager, or its designee, may revoke or suspend this Agreement to remove any of the improvements on the City Property for necessary utility construction, maintenance and/or repair for any emergency purposes, as determined by the City; provided, however, the City shall provide the Lessee with thirty (30) days prior written notice.

5. Lessee must furnish evidence of general liability insurance in the amount of at least one million dollars (\$1,000,000.00) with the City as additional named insured for the elements placed in or upon the City Property.

6. In the event that the City removes the waste receptacle/dumpster improvements or portion thereof on the City Property, the Lessee is solely responsible for the cost to restore the City Property back to a paved area.

7. Lessee further agrees to maintain and keep the City Property in good repair and a clean state at the Lessee's expense. The City shall have the sole discretion, through the City Manager, to direct any reasonable maintenance or repair to the City Property to be performed by the Lessee during the term of this Agreement.

8. Upon termination of this Agreement, the City, in its sole discretion, may give written notice to Lessee that it must remove the waste receptacle/dumpster from the City Property and restore the City Property back to its condition as of 5/1/2019 within ninety (90) days from the date of the notice. If the Lessee does not remove such improvements and restore the City Property within the ninety (90) day time period, the City conduct such removal and repair at Lessee's expense, including the right to place



a lien on Lessee's property, pursuant to state law.

9. In the event of a default by the Lessee of any of the terms and conditions of this Agreement, including all incorporated terms and conditions hereof, and such default is not cured within a reasonable time period from receipt of written notice from the City, then the City (a) shall have the absolute right, without notice to Lessee, to declare due all conditions under this Agreement; and (b) may immediately terminate Lessee's right of possession under this Agreement without prior written notice to Lessee.

10. Other than maintenance and repair, the Lessee shall not be entitled to make any improvements to the City Property without the consent of the City, pursuant to the City's Code of Ordinances.

12. In the event that any dispute arises concerning the terms of this Agreement, this Agreement shall be interpreted and governed by the laws of the State of Florida. In the event that any litigation is initiated relating to this Agreement, venue for any such litigation shall be in Jacksonville, Duval County, Florida.

13. Except for the negligent or intentional acts or omissions of the City performed pursuant to this Agreement, the City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of any building, structure, paved area, equipment, facility, sidewalk or other improvement on the City Property, or caused by or arising from any act or omission of Lessee, or any of its agents or employees, licensees or invitees, or by or from any accident, fire or other casualty, on the premises of the Lessee or the described area or occasioned by the failure of Lessee to maintain the City Property in safe condition. Except for the negligent or intentional acts or omissions of the City performed pursuant to this Agreement, Lessee waives all claims and demands on its behalf against the City for any loss, damage or injury related to the City Property and the property of the Lessee and agrees to indemnify and hold the City entirely free and harmless from all liability for any loss, damage, cost (including attorney's fees, and expenses) or injury of other persons related to the City Property or the property of the Lessee.

14. Lessee expressly agrees to pay all expenses that the City may incur for reasonable attorney's fees and any and all other costs paid or incurred by the City for enforcing the terms and provisions of this Agreement.

15. The City Attorney will be responsible for any needed interpretations of this Agreement.

16. For the purposes of any interpretation of this Agreement, this Agreement shall be considered as having been authored, drawn and written by both the City and Lessee and, in the interpretation of this Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the City or the Lessee.

18. The parties hereto agree and understand that time is of the essence as to the performance of all terms and conditions of this Agreement.

19. All notices, pursuant to this Agreement, shall be sent to the City c/o City Manager, City of Neptune Beach, 116 First Street, Neptune Beach, FL 32266 and

to Lessee:

Roost Restaurants  
1 Independent Drive Suite 3120  
Jacksonville FL 32202  
904-353-5993

Dated this \_\_\_\_\_ day of July, 2019.

\_\_\_\_\_  
City Manager, on behalf of City of Neptune Beach, Lessor

\_\_\_\_\_  
Witness on behalf of the City of Neptune Beach

Approved as to Form and Content for the City:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_   
 on behalf of Roost Restaurants LLC, Lessee

\_\_\_\_\_   
 Witness on behalf of Roost Restaurants LLC

State of Florida

County of \_\_\_\_\_

Signed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By \_\_\_\_\_

Identification verified: \_\_\_\_\_ Oath sworn: \_\_\_ Yes \_\_\_ No

\_\_\_\_\_

Notary Signature

My Commission expires: \_\_\_\_\_

**Exhibit A**

City Property

Said property is located on in the right-of-way on the west side of the Second Street approximately 105 feet south of Atlantic Blvd. The proposed dumpster location is on Second street however, it is a corner property and it is located on the east side of 301 Atlantic Blvd.

**Exhibit B**

