



AGENDA
Special & Regular City Council Meeting
Monday, September 9, 2019, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
- PH 2. ORDINANCE NO. 2019-08, ADOPTING FINAL MILLAGE RATE, FIRST READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Adopting Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; Providing an Effective Date p. 3
- PH 3. ORDINANCE NO. 2019-09, ADOPTING A FINAL BUDGET, FIRST READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020; Providing an Effective Date p.6
4. COMMENTS FROM THE PUBLIC
5. ADJOURN

REGULAR CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE BUDGET MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS /NONE
3. APPROVAL OF MINUTES: **August 5, 2019, Regular City Council Meeting** p.8
August 19, 2019, City Council Workshop Meeting
4. COMMUNICATIONS AND CORRESPONDENCE:
 - Mayor
 - City Council
 - City Manager
 - City Attorney
 - City Clerk
 - Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. CDB SE19-07, Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). The application is for off-site parking for a new restaurant. p.20

- B. CDB 19-09, Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Eugene and Lorraine Kiernan for property known as 214-216 Bowles Street, (RE# 173037-0000). The subject property is located on the north side of Bowles Street. The applicants are requesting to subdivide the property into two equal size lots. p.50
- C. CDB 19-10, Application for development permit review as outlined in Chapter 27, Article 2 of the Unified Land Development Code of Neptune Beach for Margaret Cornelius for the property known as 0 Atlantic Blvd. (173326-0000). This property is a vacant parcel on the south side of Atlantic Blvd, adjacent to 1552 Atlantic Blvd. in the C-2 zoning district. The applicant is proposing to a new commercial building approximately 1600 square feet and parking. p.65
- D. CDB V19-11, Application for variance as outlined in Chapter 27, Article 8 of the Unified Land Development Code of Neptune Beach for Meatball Enterprises, LLC and Nicole & Derek DeLoreto for the property known as 0 Poinciana Road (RE#173340-0000) This property is a vacant parcel on the south side of Poinciana Road in the C-2 zoning district that abutting 2130 Florida Blvd. The request is to vary Table 27-229-1 to the both side yards setback to build a commercial building in the future. 0.80
- 8. ORDINANCES / NONE
- 9. OLD BUSINESS / NONE
- 10. NEW BUSINESS
 - A. Resolution No. 2019-08, A Resolution of the City Council of the City of Neptune Beach, Florida Establishing a Stormwater Utility Rate and Providing an Effective Date. p.103
 - B. Resolution No. 2019-09, A Resolution of the City Council of the City of Neptune Beach, Florida, Regarding Installation of a Historical Marker Commemorating the Girl Scouts' Beaches Little House in Jarboe Park. p.112
 - C. Resolution No. 2019-10, A Resolution of the City Council of the City of Neptune Beach, Florida, Appointing Members to the Community Development Board p.114
 - D. Agreement for Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services. p.116
 - E. Interlocal Agreement for Paid Parking Program at Beaches Town Center. p.132
- 11. COUNCIL COMMENTS
- 12. ADJOURN



INTRODUCED BY:

ORDINANCE NO. 2019-08

MAYOR ELAINE BROWN, VICE MAYOR FRED JONES, COUNCILOR SCOTT WILEY,
COUNCILOR JOSH MESSINGER, COUNCILOR KERRY CHIN

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING FINAL MILLAGE RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; SETTING FORTH CERTAIN INFORMATION REGARDING "ROLLED-BACK RATE"; DIRECTING THE CITY MANAGER TO ADJUST THE ADOPTED MILLAGE RATE IN THE EVENT OF CHANGES IN THE ASSESSMENT ROLL AND TAXABLE VALUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach has held a public hearing on the tentative budget and proposed millage rate for the 2019-2020 fiscal year, and has adopted a tentative budget and proposed millage rate necessary to fund the tentative budget; and

WHEREAS, the City of Neptune Beach proposed by separate ordinance to finally adopt a budget and make appropriations for various funds for the City of Neptune Beach for fiscal year beginning October 1, 2019, and ending September 30, 2020; and

WHEREAS, the budget as proposed will require revenues be raised and collected by ad valorem tax levy.

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

SECTION 1. Revenues shall be raised and collected for the City of Neptune Beach by ad valorem taxes for fiscal year beginning October 1, 2019, and ending September 30, 2020, as follows:

- A. There is hereby levied on all nonexempt property within the City of Neptune Beach an ad valorem tax of 3.3656 mills for operational purposes, and an ad valorem tax of 0.0000 mills for debt service, making a total of 3.3656 mills.
- B. Such millage shall be levied upon the dollar amount of the assessed valuation of all nonexempt taxable property in the City of Neptune Beach as returned by the Duval County Property Appraiser as shown in the 2019 assessment roll for the City, allowing homestead and other lawful

exemptions. All such taxes so specified and levied are ordered extended upon the assessment roll to show the tax attributable to all taxable property, and shall be collected by the Duval County Tax Collector as provided by law.

SECTION 2. The ad valorem taxes hereby levied are for the purpose of raising funds, revenues and monies to be used, set aside, and exempted for the functions and purposes of the municipal government of the City of Neptune Beach pursuant to the provisions of the City Charter and the laws of the State of Florida.

SECTION 3. The following information is set forth as required by Section 200.065(2)(d), Florida Statutes;

- A. As to the entire City of Neptune Beach, the millage rate levied herein is 6.06 percent more than the "rolled-back rate," 3.1799, which represented the "percentage increase in property taxes" according to the characterization ascribed to said percentage by Florida law.

SECTION 4. Pursuant to Section 200.065(5), Florida Statutes, the City Manager is hereby authorized to adjust the adopted millage rate set forth herein if the taxable value within the jurisdiction of the City of Neptune Beach as certified by the property appraiser is at variance from the taxable value shown on the assessment roll to be extended, such that the taxes are computed by applying the adopted rate against the certified taxable value are equal to the taxes computed by applying the adjusted adopted rate to the taxable value on the roll extended, except that no adjustment shall be made to levies required by law to be a specific millage amount. The City Manager shall certify to the property appraiser of the aggregate change in the assessment roll and taxable value, if any, from that certified.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption by the City Council.

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this 3rd day of September, 2019.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

Passed on Second and Final Reading this 16th day of September, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents:

Zachary R. Roth, City Attorney

INTRODUCED BY:



ORDINANCE NO. 2019-09

**MAYOR ELAINE BROWN, VICE MAYOR FRED JONES, COUNCILOR SCOTT WILEY,
COUNCILOR JOSH MESSINGER, COUNCILOR KERRY CHIN**

A BILL TO BE ENTITLED

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA,
ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING
SEPTEMBER 30, 2020; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Neptune Beach has held a public hearing on its proposed millage rate and its tentative budget for the 2019-2020 fiscal year, and has adopted a tentative budget and proposed millage rate necessary to fund the tentative budget; and

WHEREAS, a further public hearing has been held to adopt a final millage rate and to adopt a final budget.

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

SECTION 1. The budget for the City of Neptune Beach as attached, marked Exhibit "A", is hereby adopted as the final and approved budget for fiscal year beginning October 1, 2019, and ending September 30, 2020.

SECTION 2. Funds are hereby appropriated in accordance with the City Charter as set forth in the budget adopted above.

SECTION 3. The City Council may amend this budget in order to make any appropriations, transfers, authorizations, or adjustments by adoption of a Resolution.

SECTION 4. All funds appropriated for the 2018-2019 fiscal year which are encumbered, but unexpended as of the last day of the fiscal year, shall be deemed re-appropriated for the same purpose for the 2019-2020 fiscal year.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption, but the budget adopted hereby shall take effect as of October 1, 2019.

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this 3rd day of September, 2019.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

Passed on Second and Final Reading this 16th day of September, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

Zachary R. Roth, City Attorney



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 5, 2019, 6:00 P.M.
NEPTUNE BEACH CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Regular Meeting of the City Council of the City of Neptune Beach was held Monday, August 5, 2019, at 6:00 pm in the Council Chambers, City Hall 116 First Street, Neptune Beach, Florida.

Attendance:

IN ATTENDANCE:

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

STAFF:

Interim City Manager Leon Smith
 Director of Finance Peter Kajokas
 Police Chief Richard Pike
 Commander Gary Snyder
 Deputy Public Works Director Megan George

Also present, Zachary R. Roth and
 Terrell Arline, City Attorneys

Call to Order
/Pledge

Mayor Brown called the meeting to order at 6:00 p.m. She asked for a moment of silence in honor of families of the victims of recent shootings and for Jacksonville Beach Police Officer Andy Lavender. Mayor Brown led the Pledge of Allegiance.

AWARDS / PRESENTATION / RECOGNITION OF GUESTS

Click It or Ticket
Safety Campaign
Award
Presentation

Commander Gary Snyder reported the Neptune Beach Police Department had received recognition for the City's participation in the Click It or Ticket Traffic Safety Challenge. He explained the Police Department received second place for agencies with 25 officers or less.

Swearing In
Ceremony

The swearing in of Officer Tyler Deel was deferred until the August 19, 2019 Council Workshop.

*The agenda item below was moved to this portion of the meeting.

Proposed
Historical Marker

Proposed Historical Marker in Jarboe Park.

Emma Hamilton, Girl Scout Ambassador, Troop 814, and her mother, Amy Scott, explained that for Emma's gold award project, she is proposing to install a historical marker honoring the Girl Scout's Beaches Little House in Jarboe Park. This would be first registered historical marker in Neptune Beach. The project must be approved by the City Council before it is submitted to the State of Florida.

Mayor Brown stated that the Council will review and make sure the process begins as soon as possible.

APPROVAL OF MINUTES

Minutes Made by Messinger, seconded by Wiley.

MOTION: TO APPROVE THE FOLLOWING MINUTES, AS AMENDED:

July 1, 2019, Regular City Council Meeting
July 15, 2019, Workshop City Council Meeting

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

COMMUNICATIONS AND CORRESPONDENCE

CITY MANAGER REPORT

City Manager Report Interim City Manager Smith reported the following:

- Mr. Smith reported that Seagate Avenue will be open on Monday, August 12, daily for school. It will close at 5:00 p.m.
- The water and sewer replacement at the 400 and 500 block from Florida Boulevard to Seagate Avenue has been completed.

Police Chief Report Police Chief Richard Pike reported that critical incident training would begin for Council and City staff. The Commission for Florida Law Enforcement Accreditation (CFA) will be here August 13, 2018.

PUBLIC COMMENTS

Public Comment Sean Taylor, 122 South Street, Neptune Beach, spoke in support of the additional parking for The Local at 301 Atlantic Boulevard.

Randy Taylor, 1315 1st Street, Neptune Beach, spoke in support of the additional parking at The Local. He added that the beaches area has grown and it would make it easier to get in and out.

Paul Helow, 1516 1st Street, Neptune Beach, spoke in favor of the additional seating for The Local. He stated that the restaurant would be an asset to the community.

Ray Grass, 512 Davis Street, Neptune Beach, spoke in support of The Local. He also stated that this would be a great addition and complement the area.

Diana Kelly, 207 Walnut Street, Neptune Beach, spoke regarding information for the new paid parking program and communicating to the public.

John November, 536 South Street, Neptune Beach, stated that denying the special exception for parking at The Local would only exacerbate the problem. He added that the application meets the requirements for the special exception.

Dustin Kaloostian, 828 1st Street, Neptune Beach, owner of Beach Buggies free ride service, is here to learn what is being proposed and supports The Local.

Ian McKillop, 199 Oleander Street, Neptune Beach, stated his support of The Local. He added that the parking is not an issue for locals as they ride their bikes and walk. He agreed with those who spoke before him and looks forward to another option.

Alex Sifakis, 340 8th Street, Atlantic Beach, stated that the Beaches Town Center needs more options with less wait times. He added that the application meets the special exception requirements and is a definite asset to the neighborhood.

Brian Bush, 2577 Forbes Street, Jacksonville, spoke in support of The Local Restaurant and stated that as Neptune Beach continues to grow, more options are needed to keep up with the growing population.

Griffin Rapp, 109 Palm Place, Neptune Beach, stated his support for The Local. He added he chose to live in Neptune Beach because of the walkable environment and The Local would be a great fit.

Shellie Thole, 217 Oleander Street, Neptune Beach, stated she is excited for The Local and that a proven concept is coming for everyone to enjoy. She spoke regarding the parking situation.

Bob Hillis, 152 3rd Street, Atlantic Beach, spoke in support of The Local. He added that is great to have additional options within walking and biking distance.

Ginny Thurson, 1200 7th Street, Neptune Beach, spoke regarding the special exception parking being for the liquor license.

Lauren McPhaul, 123 Cedar Street, Neptune Beach, requested Council provide resources regarding suicide and people struggling with mental health.

Councilor Wiley questioned the timeframe for the approval for the historical marker. Ms. Scott stated they needed approval within the next month. Councilor Wiley stated that he wanted to ensure that a deadline was not missed.

Mayor Brown stated that the Council would review the proposal and then Interim City Manager Smith could give written permission in order for the application to be submitted.

VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS

CDB 19-07, 1425
Atlantic Blvd

CDB 19-07, Application for a development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Community First Credit Union of Florida for the property known as 1425 Atlantic Blvd. (177392-0000). Proposing to construct two additions to the existing building.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE CDB 19-07, DEVELOPMENT ORDER FOR 1425 ATLANTIC BOULEVARD**

Roll Call Vote:

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

MOTION CARRIED

- CDB SE 19-07, 301 Atlantic Blvd, Off-Site Parking and Outdoor Dining
- CDB SE19-07, Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). The application is for off-site parking and outdoor dining for a new restaurant.
- City Attorney Terrell Arline introduced himself and stated he would like to have more organization for the hearing for the next items. He would be swearing in anyone who would like to speak, then ask for Council to disclose any ex-parte communication on these items. He advised that Agenda Item 7B is for two special exceptions, one for off-site parking and one for outdoor seating. He recommended Council vote on those separately. He stated he had passed out provisions of the Code pertaining to special exceptions, variances and development orders.
- Swearing In
- Mr. Arline asked anyone who would be speaking to stand. He administered the oath to those who stood.
- Ex-Parte Communications
- Councilor Wiley stated he had spoken with the applicant Ted Stein the neighbors, and businesses in the area, Mary Frosio, Steve Diebenow, and John November. He reported he had received numerous emails from neighbors and had answered them.
- Vice Mayor Jones disclosed he had communications with Mr. Stein, staff with Driver McAfee Hawthorne, and Diebenow, Bradley Wester, and had received email correspondence.
- Mayor Brown reported she had spoke with Mr. Stein and representatives and received emails.
- Councilor Messinger reported he had communications with Mr. Stein and with numerous members of the public, both for and against the application and received phone calls and email communications.
- Councilor Chin stated he had spoken with Mr. Stein, community members, and business owners and received emails.
- Applicant
- Ted Stein, 301 Atlantic Boulevard, Neptune Beach, stated he had worked to find the best off-site parking solution. He found 13 parking spaces, 37 feet behind the building. They have signed a lease for these spaces. They will be able to use that for their customers. They would be closing the exit from the parking lot onto Atlantic Boulevard for safety and adding three spaces. There will be a bike rack to accommodate 30 bikes. He stated he is willing to put conditions on the approval by not moving tables and chairs and be willing to close early. He wants to give the neighborhood a great place to eat for people of all ages.
- Cyndy Trimmer, with Driver, McAfee, Hawthorne & Diebenow, PLLC, Attorney for the applicant, stated that competent and substantial evidence has been presented to show that the Code requirements have been met. She stated an affidavit from Bradley Wester, Land Use Planner, had been submitted explaining in detail that the requirements have been met.
- Mr. Arline reminded the Council that there are two special exceptions up for approval.
- Mayor Brown opened the floor for public comment.
- Diana Kelly, 207 Walnut Street, Neptune Beach, after being sworn in, spoke regarding any other agreements the applicant may have and stated that there was already a 50% reduction in parking. She added that people come for the good food and wait in line, whether they serve alcohol or not.

Alex Sifakis, 340 8th Street, Atlantic Beach, after being sworn in, stated that there are restaurants in the Town Center that serve alcohol and have the SRX license. There is still a family-friendly environment. The required parking is 37 feet away and the special exception requirements have been met. He requested the Council approve both exceptions.

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

Discussion

Councilor Chin stated he is not in concept strongly opposed to providing alternate parking solutions. He added that is a dedicated lot. He stated he appreciated Mr. Stein's efforts. He questioned the closing time that Mr. Stein had mentioned and pulling seats. Councilor Chin also questioned the City being an equal partner in the parking agreement in order to be informed of any changes.

Mr. Stein answered that he would be willing to consider the condition of a 12:00 or 12:30 a.m. closing time if the special exception is approved. He also stated he would be willing to undergo a yearly audit.

Councilor Messinger stated he had concerns about the parking agreement, closing times and location of the parking spaces. He added that he and Mr. Stein had spoken about fines being put in place for noncompliance. Councilor Messinger commented that the upcoming Comprehensive Plan and Land Development Code revision could alleviate the safety concerns.

Mr. Stein reported that there would be a parking attendant in place directing people to go the sidewalk on Third Street. Mr. Stein agreed to put that condition in writing if approved.

Vice Mayor Jones stated that the existing parking standards in the City are outdated. He added that overall the project is good and added there needs to be more certainty in the parking agreement by including Neptune Beach.

Councilor Wiley questioned the number of seats that have been approved. Code Compliance Supervisor Piper Turner stated that there 100 seats. The request is for 83 seats.

Councilor Wiley stated he had concerns that there is not enough parking and where all the cars will go.

Councilor Messinger questioned the parking spaces on Atlantic Boulevard. Ms. Turner answered that those are on the right-of way and it would be the City's option of what to do with those. Ms. Turner confirmed that the applicant closing the exit to Atlantic Boulevard would provide more spaces and that the building would need to be up to Code with regards to the sprinkler system.

Made by Messinger, seconded by Jones.

MOTION:

TO APPROVE CDB SE 19-07, SPECIAL EXCEPTION REQUEST FOR OUTDOOR DINING

Roll Call Vote:

Ayes:

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

Noes:

0

MOTION CARRIED

Made by Jones.

MOTION: **TO APPROVE CDB SE 19-07, SPECIAL EXCEPTION REQUEST FOR OFF-SITE PARKING WITH CONDITIONS ADDED TO INCLUDE AN ANNUAL AUDIT AND ALCOHOL SERVICE TO STOP AT 12:30 A.M.**

The motion failed due to lack of a second.

Mr. Arline stated that the request for off-site parking would be denied.

No further action was taken.

CDB V 19-07,
301 Atlantic
Boulevard, Fence
Height Variance

CDB V19-07, Application for variances as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). The request is to vary section 27-330(a) (1) for the height of a fence. The applicant is proposing to install a fence that is a total of 10 feet tall with an 8-foot opaque surface and 2-foot open area with posting connecting to a 3-foot overhang to provide shade.

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

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE CDB V19-07, VARIANCE REQUEST FOR 10-FOOT TALL FENCE AT 301 ATLANTIC BOULEVARD**

Roll Call Vote:

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

MOTION CARRIED

CDB 19-06,
Development
Permit, 301
Atlantic
Boulevard

CDB 19-06, An application for a development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). Proposing to construct a 12' by 40' awning on the western face of the building and an 8' by 16' service bar for outdoor seating for a new restaurant. Pursuant to the approval of CDB SE19-07 and V19-07

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

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE CDB 19-06, DEVELOPMENT PERMIT FOR CDB 19-06 AT 301 ATLANTIC BOULEVARD TO CONSTRUCT AN AWNING, SERVICE BAR AND FENCE FOR A NEW RESTAURANT**

Roll Call Vote:

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

MOTION CARRIED

NEW BUSINESS

Beaches Town
Center Lighting
Project Proposal

Beaches Town Center Lighting Project Proposal. Richard Arthur, President, Beaches Town Center(BTC) Agency, gave the background for this lighting project. The project dates back to 2017 during discussions of installing new landscaping in the BTC. At that time, the project was initiated to further enhance, illuminate, and increase safety to walkways, Neptune Beach and Atlantic Beach entrance monuments, the Neptune Beach Jaguar, upright Ligustrums and palm trees. The system chosen is Dark Sky Compliant. They minimize glare while reducing light trespass and skyglow. To qualify, all lights are required to be fully shielded.

While installing the new landscaping about a year ago, the conduit for this lighting was installed to minimize rework and future install costs of this project now.

Installation is to be completed by Limbaugh Electric which already maintains a service contact for the BTC enter and is familiar with electrical layout of the BTC.

The total project cost is \$53,515.00 with Neptune Beach, Atlantic Beach and BTC to split that three ways.

Mr. Arthur confirmed that bids were sent out and NiteLites was chosen.

Councilor Wiley commented that he would like to see more lighting distributed towards Second Street and other areas.

Vice Mayor Jones and Councilor Messinger agreed with Councilor regarding Second Street lighting. Councilor Messinger stated Finance Director Peter Kajokas reported there are dedicated funds for the BTC area and it has been budgeted

CONSENSUS: **TO AUTHORIZE INTERIM CITY MANAGER LEON SMITH TO MOVE FORWARD WITH THIS PROJECT**

Comprehensive
Plan and Land
Development
Code RFQ
Revision
Consultant

Approval of Comprehensive Plan and Land Development Code RFQ Revision Consultant Recommendation. Vice Mayor Jones reported that Dover, Kohl and Partners had been chosen through an RFP process for the Comprehensive Plan and Land Development Code revision. He expressed that citizen engagement would be fundamental to the project.

Made by Jones, seconded by Messinger.

MOTION: **TO NEGOTIATE WITH DOVER, KOHL AND PARTNERS TO UPDATE THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE REWRITE**

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

MOTION CARRIED

Enterprise Fund
Budget
Discussion

Enterprise Fund Budget Discussion. Mr. Kajokas reviewed the Enterprise Funds for FY 2019-2020. These include the water and sewer fund, sanitation fund and stormwater utility fund.

COUNCIL COMMENTS

Councilor Messinger thanked City staff for their efforts during the transition in the City. He also commended IS Administrator Miklos Stoffel.

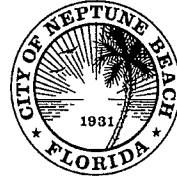
Adjournment There being no further business, the meeting adjourned at 8:18 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, City Clerk

Approved: _____



**MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, AUGUST 19, 2019, 6:00 P.M.
NEPTUNE BEACH CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, August 19, 2019, at 6:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance

IN ATTENDANCE:

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

STAFF:

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

Call to Order/Pledge of Allegiance

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

AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS

Swearing In Ceremony

Mayor Brown administered the oath to Officer Tyler Deel.

CITY MANAGER REPORT

City Manager Report

Interim City Manager Leon Smith reported that Dover, Kohl and Partners will be in contact regarding the negotiation and scope of work regarding the Comprehensive Plan and Land Development Code revision.

City Attorney Report

City Attorney Zachary Roth reported he had been working with the Atlantic Beach City Attorney on the Interlocal Agreement for Paid Parking, It is almost complete and it is anticipated to be on the next Council agenda.

COMMITTEE REPORTS

Land Use and Parks

Committee Chairman Messinger reported that his committee met on August 14, 2019, and discussed the Jarboe Park engineering, Neptune Beach Tree Canopy Restoration and Policy and the stormwater fee increase

Strategic Planning and Visioning	Committee Chairman Jones reported this committee would be used as the vehicle to implement the Comprehensive Plan and Land Development Code in the near future.
Transportation and Public Safety	Committee Chairman Jones reported that his committee met on August 14, 2019, and discussed the Complete Streets CIP, the Penman Road/Florida Boulevard roundabout and Oakhurst Drive.
Finance/Boards/Charter Review	Committee Chairman Wiley reported his committee met on August 14, 2019, and discussed the FY 2019-2020 Budget and the Senior Center.

PUBLIC COMMENTS

Public Comment	<p>The following speakers spoke in favor of Resolution No. 2019-08, increasing the stormwater fee:</p> <ul style="list-style-type: none"> • Michael Aston, 1523 Summer Sansa Drive, Neptune Beach • Ed Jones, 400 Ocean Front, Neptune Beach • Harriett Pruette, 217 Magnolia Street, Neptune Beach • Lynda Padrta, 1113 1st Street, Neptune Beach • Leona Shedden, 2010 Shadow Lane, Neptune Beach • Christopher Goodin, 220 Hopkins Street, Neptune Beach
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Lauren McPhaul, 123 Cedar Street, Neptune Beach, requested the Council consider implementing a moratorium on the subdivision of lots.

PROPOSED ORDINANCES / NONE

CONTRACTS / AGREEMENTS

Business Personal Property Tax Audit Services	<p><u>Agreement for Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services.</u> Jerry Holland, Duval County Property Appraiser, explained that they are looking auditing tangible personal property (TPP). This is property other than real property. It is for non-homesteaded and commercial property. It is everything in a business, such as tables and chairs and is self-reported by the taxpayer and is sometimes under-reported. Tax Management Associates, Inc. (TMA), performs random audits and have a 75% success ratio. They only charge if there is a lien and if money is recorded back to the tax collector. TMA receives 35% of what they recover. He added a Memorandum of Understanding is needed to proceed.</p>
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Councilor Chin questioned how this would affect people who have home offices or painters that may have studios.

Mr. Holland answered that the State of Florida has a tangible personal property exemption of \$25,000 and the audit would rarely affect small businesses.

CONSENSUS:

TO MOVE THE MEMORANDUM OF UNDERSTANDING TO THE SEPTEMBER 3, 2019 AGENDA

ISSUE DEVELOPMENT

City Manager Search Process	<p><u>City Manager Search Process Update.</u> George Forbes, Florida City and County Managers Association Advisor reported there were 50 applications received and he and Jim Hanson have narrowed those down to the top seven and then seven recommended. The Council will submit their candidate selections and possibly conduct phone interviews or bring to Neptune Beach for interviews.</p>
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General and Special Funds General and Special Revenue Funds Budget Discussion. Finance Director Peter Kajokas reviewed the General and Special Revenue Funds for the FY 2019-2020 Budget.

The first reading of the Millage and Budget Ordinances will be on Tuesday, September 3, 2019.

Resolution No. 2019-08, Stormwater Fees Resolution No. 2019-08, A Resolution Establishing A Stormwater Utility Rate and Providing an Effective Date. Councilor Messinger explained there is an updated version of a proposal that was presented approximately two years ago. The new proposal shows the current stormwater fees and expenses. It also shows the minimum necessary capital improvements. The Land Use and Parks committee discussed this issue on August 14, 2019, with Vice Mayor Jones and Councilor Chin attendance, and recommended the stormwater fee increase. The proposed fee increase is for residential from \$8.00 to \$18.41 per month per Equivalent Residential Unit (ERU) and for commercial from \$10.00 to \$26.59 per month per ERU.

Marcel Dulay, Parsons Engineering, explained that the updated proposal looked at expenditures with respect to operations, staff, and equipment. With the previous increase, there is still a deficit on the operational side. He reported that with the current FDOT project, this would be a good time to do stormwater projects that would have some benefit. There are about \$5 million of necessary improvements needed for every major culvert that connects to the FDOT channel. These are individual projects that benefit different streets and regions.

Mr. Dulay continued that they looked at banking rates and combined with the operational and capital improvements determined a proposed fee.

Councilor Messinger stated that there is deferred maintenance in the City, which is keeping the City from moving forward. He stated that there is pipe and infrastructure dating back to the 1930s. Mr. Dulay added that the infrastructure was not designed to today's current level.

Deputy Public Works Director Megan George stated she received numerous reports of flooding. She also added that testing that is done for the Department of Environmental Protection (DEP) and the results have revealed sewage in our stormwater.

Councilor Wiley stated that he agrees these are projects that need to be completed. He added that his concern is the timeframe that is being proposed and how to pay for it. He also pointed out that the operating expense did not reflect any interest charges. He remarked that he had concerns with the commercial charges compared to the residential charges. Councilor Wiley continued that the fee should be based on another methodology and he still has unanswered questions.

Mr. Dulay indicated that the proposed was based on what revenue was coming in and there was a formula using ERUs. He added that grants had been looked at and there was no prioritization as the projects are all parallel.

Councilor Messinger remarked that he wanted to bring this forward. City staff had reworked the correct numbers. The numbers are not arbitrary, and the commercial fees are based on impervious space. This is the right thing to do to protect Neptune Beach.

CONSENSUS:

TO MOVE RESOLUTION NO. 2019-08 TO THE SEPTEMBER 3, 2019 AGENDA

COUNCIL COMMENTS

Councilor Messinger commented that roads are finally being paved again. He added that there is no money in the budget for paving in the next two years. Streets that need to be milled and hold water would be ignored in order to fund the Florida Boulevard project.

Adjournment There being no further business, the workshop meeting adjourned at 7:37 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



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

AGENDA ITEM:	7A-CDB SE 19-07, Application for Special Exception for Off-Site Parking
SUBMITTED BY:	Huron-Sophia, LLC
DATE:	August 29, 2019
BACKGROUND:	Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). The application is for off-site parking within 400 feet for a new restaurant.
BUDGET:	N/A
RECOMMENDATION:	
ATTACHMENT:	CDB SE 19-07

CDB
SE19-07 Application
for a special
exception
301 Atlantic Blvd
off-site parking &
outdoor seating

CDB SE19-07 Application for a special exception as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Huron-Sophia, LLC for the property known as 301 Atlantic Blvd. (RE#172982-0000). The application is for off-site parking within 400 feet and outdoor dining for a new restaurant.

Ted Stein, Business owner, addressed the board. Has a signed an agreement with Regions Bank to lease 13 spaces. The agreement is signed by A1A Valet and Scott Riley, Vice President of Regions Bank. Stated that if for any reason the agreement was ever revoked, he would be willing to give up the seats. There are 13 spaces within 37 feet of the back of the building available. The lease is through the Valet company for insurance purposes. If something would happen and the if Valet was no longer involved, then we would have to secure our own insurance.

The exit from the parking lot to Atlantic Blvd. is going to be closed off to be safer and add 3 onsite parking spaces. Bike racks will be added to accommodate 30 bikes.

Would be willing to take 2 onsite parking spaces and make them into 4 golf cart parking giving us 27 spots with the off-site spaces. Having the outdoor seating will allow for an SRX license and would be willing to make the seats permanently fixed to avoid them being moved for a dance floor and close earlier than 2 am to avoid the bar type crowds. The patio would be a family area for all ages. Kids like to eat outside for some reason.

The approval would allow funds to become available to add a mural to the Second St. side of the building, repave the parking lot and create a functional piece of art out of the bike rack.

All the other restaurants have SRX licenses.

Chair Goodin opened the floor for public comments.

Ray Grass, 512 Davis St, impressed with the design. Jax Beach is a party atmosphere this is a blue shirt type of establishment. Staff commitment is great.

J.R. Pitcairn, owner of the Starbucks property, there is a lot of stuff in a small space. Concerned about how people will get from the off-site parking to the outdoor seating. The fence across the back of the building and the bank will cause people to cut through his drive thru area to get to the outdoor seating. This could be dangerous.

Rachel Cassosla, 1212 First St Jax Beach, concerned about the liquor license. Violent crime is up 26% in Jax Beach. Additional licenses will add to this.

Shellie Thole, 217 Oleander St, this is a self-created hardship. Why did they pick this property? Did they know that the code already gives them a 50% discount for parking?

Matt McGarvey, 313 North St, enjoys biking to the local restaurants to eat.

Chris Reiman, 236 Florida Blvd., will reduce the wait time for a restaurant. The original local is different, full of families.

Paul Helow, 204 Davis St, supports the Local, it is a welcome addition.

Julio Esteban III, 140 Sand Castle Way, does not think it will be for locals only.

The new BBQ place in Atlantic Beach is using the old Kmart property for parking now.

John Goelz, 1359 Beach Ave Atlantic Beach, owns 218 First St and is favor. The in-town restaurant is kid friendly.

John Baker, 810 Oceanfront, echoes the other folks in favor. Town Center is very crowded, so he walks or bikes to eat. Plans look fantastic.

Kelly Harrell, 810 Oceanfront, supports and love the in-town restaurants.

Omar Brown, 2265 Mayport Rd Atlantic Beach, does not support the variance for parking.

Ken Brown, 42 3rd St Atlantic Beach, supports the concept.

Mary Frosio, 1830 Nightfall Dr., supports the restaurant. The San Marco one serves beer and wine with great food. Does not see a compelling reason to give off-site parking, when the code already gives a 50% disconnect in parking in CDB. They need 150 seats to service alcohol. Against the exception for parking. Paid for parking rolls out in 11 days, we need to get a handle on the parking situation and unravel all the agreements in place first. We don't know who is double dipping and who is triple dipping. Other restaurants that don't serve liquor is Doro, Fancy Sushi, Joseph's, M-shack and others. The Local will have great food and will be successful.

Ingrid Smalling, 1708 Strand, and Ginny Thurson, 1200 7th St, sent emails to the board asking them to deny the request.

Adam Rigel, Neptune Beach, and Alexander Sifakis, Atlantic Beach, wrote letters in support of the request.

There being no comments, the public hearing was closed.

Questions from the Board to the applicant:

Ms. Kelly asked the following:

What are the hours of operation? Hours have not been set yet. Open to discussing the closing times on Fridays and Saturdays based on the board's approval.

The lease agreement does not start till 5:00pm. How do you a handle the daytime parking? Dinner and brunch makes up the majority of the sales.

What is the previously approved outdoor seating? The Dreamette had outdoor seating. It is not a new special exception just an expansion.

How many employees will you have? We conservative have said 12, it could be as low as 6.

Where will the employees park? Onsite, at the Church or across Third Street.

Mr. Randolph: What is the current percentage of revenue made at your other location from beer and wine? 11%.

Ms. McPhaul asked the square footage of the building? 3526

Has the FDOT given you approval to close off the entrance from Atlantic? To close the north side which is our parking lot we don't need their permission. If the south side is to be closed the City would need to connect FDOT. I could not put in a curb without the City's approval, but I could put up bollards to stop

traffic and create the parking spaces on my property.
 How will a patron coming to the restaurant for the first time know where to go and where to park? There will be signs put up with Local signage at the valet area and there will also be signs inside of the building. There will be an employee assigned to monitor the off-site parking and give people directions. Where will your employees be parking before 5pm? In our lot.
 Why are you adding the awning? The awning is to give the neighborhood a covered area.
 How many people can you fit inside? 150 seats. The gem is the outdoor area. They are the first to fill up.

Mr. Miller asked how the patrons will get from the off-site parking at the bank to the front of the restaurant. There is a sidewalk at Third Street to travel north then east on Atlantic Blvd. We are in talks with the City to add a sidewalk on the Second Street side. There is grass to walk on but most people walk down Second on the west side to avoid the Police Department. We can have an employee who hands out the validation tickets point then towards the Third Street sidewalk.

Is there a walkway from the Atlantic side into the restaurant? That would be a good idea.

Questions for Staff:

Section 27-548(g) states code states "the developer supplies a written agreement, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve." How does a lease with time restrictions meet that? Mr. Arline stated that there was testimony from the applicant that the hours of operation will be accommodated at the bank. You can conclude there is continuous availability. It is not a legal issue but a factual issue. The agreement is attached and for at least the next 12 months are provided for by that agreement. If it was concluded down the road and this was approved, and there was not off-site not provided during the leased time, then it would become a code enforcement issue. They would either find additional spaces or reduce the number of seats.

The attorney reminded the board that they were looking at 2 items tonight, outdoor seating and off-site parking. Each one has their own required finding of facts.

FINDING OF FACTS FOR SPECIAL EXCEPTION
SECTION 27-160 REQUEST #1 SECTION 27-548
OFF-SITE PARKING WITHIN 400 FEET

- 1) The proposed use is consistent with the comprehensive plan.
 - Goodin: Consistent.
 - Dill: Inconsistent with comprehensive plan.
 - Kelly: Yes. Redevelopment is consistent with enhancing the CBD.
 - Miller: Several other restaurants nearby.
 - McPhaul: Central Business District.
 - Frosio: It is consistent.
 - Randolph: Redevelopment of vacant business.

- 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: Compatible with area.

Dill: The site is not adequate to hold the required parking. The offsite parking seems viable but not proven.

Kelly: No, it would not be compatible as design requests for additional offsite parking.

Miller: Yes.

McPhaul: CBD.

Frosio: Beautiful addition.

Randolph: Restaurant fits character.

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

Goodin: Similar to neighboring properties.

Dill: Not impacting health & welfare.

Kelly: No. There is an impact on parking & public safety with pedestrian traffic.

Miller: No other way to access entrance of building on Second St and there is no walkway from Atlantic Blvd. to the building.

McPhaul: There are no sidewalks (valet) to get to location. Parking is too dense. Where will cars park if the current Regions space is gone.

Frosio: No impact.

Randolph: Exasperate parking problem.

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: Additional parking is available at bank.

Dill: Would cause more parking inconsistencies.

Kelly: No. It would cause issues with pedestrian and vehicular traffic including bicycles.

Miller: Same comment as #3.

McPhaul: Increase in vehicle needing plans to park during hours that off-site plan doesn't account for. Before 5 pm.

Frosio: The special exception requirements area met.

Randolph: 50% CDB parking discount already in effect.

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

Goodin: Consistent with comp plan and neighboring feel.

Dill: may contribute to the parking shortage. Offsite parking seems viable plan by not tested.

Kelly: No. It would have an effect. If Regions redevelops or sells leases would be lost short/or long term.

Miller: Yes.

McPhaul: In the future we open ourselves up to compounding the parking problem by granting special exception.

Frosio: It raises the bar.

Randolph: Restaurant is consistent with area.

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:

Dill: No extra noise, light, etc.

Kelly: No. Its hours for business are not curved it will affect residential.

Miller: Consistent with setbacks.

McPhaul: By creating parking spots that area currently used by another business where will the cars that normally park there, park? Driving around to find spots.

Frosio: None.

Randolph: Would not create additional fumes.

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

Goodin:

Dill: Offsite plan form parking is an existing lot.

Kelly: No, it would overburden existing traffic/parking situation.

Miller: Over burden existing parking.

McPhaul: Was already a business there.

Frosio: All requirements met.

Randolph: Exasperates parking problem.

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

Goodin:

Dill: As far as discussed and brought forward in this evening's discussion.

Kelly: No, parking lot yet to be determined with vehicle or gold cart spaces.

Miller: Yes.

McPhaul: 27-548(a)(1) g. assuring continued availability of off-site parking.

Frosio: No impact.

Randolph: Meets other requirements.

**CONCLUSION ON REQUIRED FINDINGS #1
PURSUANT TO SEC. 27-160, ORDINANCE CODE**

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

Made by Dill, seconded by Frosio.

MOTION: TO APPROVE THE FINDING OF FACTS.

APPROVED BY CONSENSUS

Made by Randolph and motion failed died due to the lack of a second.

MOTION: TO RECOMMEND DENIAL OF THE SPECIAL EXCEPTION CDB SE19-07 OFF-SITE PARKING WITHIN 400 FEET.

Made by Frosio, seconded by Goodin.

MOTION: TO RECOMMEND APPROVAL OF THE SPECIAL EXCEPTION CDB SE19-07 REQUEST #1 FOR OFF-SITE PARKING WITHIN 400 FEET.

Roll Call:

Ayes: 2-Frosio, Goodin

Noes: 5-Kelly, Randolph McPhaul, Miller, Dill

MOTION FAILED AND RECOMMEND DENIAL TO CITY COUNCIL.**FINDING OF FACTS FOR SPECIAL EXCEPTION
SECTION 27-160 REQUEST #2 SECTION 27-227
OUTDOOR SEATING**

- 1) The proposed use is consistent with the comprehensive plan.
Goodin: Consistent.
Dill: Consistent with the plan.
Kelly: Yes, City has approved. Restaurants with outdoor seating.
McPhaul: Consistent.
Frosio: Is consistent.
Randolph: Outdoor seating consistent.
- 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: Similar to neighboring properties.
Dill: Very compatible and fit with existing similar uses.
Kelly: Yes. Compatible without extra seating that requires extra parking.
Miller: Same as other businesses in the area.
McPhaul: None.
Frosio: Compatible.
Randolph: Compatible
- 3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community;
Goodin: Consistent with adjacent properties.
Dill: No environmental impact that is inconsistent.
Kelly: No. There is concern with safety of pedestrian and vehicle including bicycle) safety.
Miller: No negative impact.
McPhaul: None.
Frosio: No impact.
Randolph: 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: No effect for outdoor seating.
Dill: Will not cause any detrimental effects on movement.
Kelly: No. There is concern with safety of pedestrian and vehicle (bike) safety.
Miller: Not enough parking.
McPhaul: None.
Frosio: No detriment.

City of
Neptune Beach

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

*Special
Exception*



MEMORANDUM

TO: Community Development Board
FROM: Staff
DATE: June 24, 2019
SUBJECT: CDB SE19-07 / 301 Atlantic Blvd
Off-site Parking and Outdoor Seating

Background

A special exception application for off-site parking and outdoor dining for a new restaurant has been submitted by Huron-Sophia LLC Associates for the property located at 301 Atlantic Blvd. (RE # 172982-0000). The existing commercial building is located at the corner of Atlantic Blvd and Second Street, the site of the former 7-11 store and ice cream shop. The property is in the Central Business District (CBD).

The properties surrounding the subject property consist of various types of commercial business.

The first request for a special exception is to Section 27-548 for off-site parking within 400 feet. The board must determine if the request meets the criteria set forth in the code section below.

Per 27-548 (a) (1) (b) The location of required off-street parking and loading areas shall conform to the following criteria:

- (1) All required off-street parking spaces and the use they are intended to serve shall be located on the same parcel; provided, however, that the city council, as a special exception, with a recommendation by the community development board, may allow the establishment of off-site or remote off-street parking facilities, provided that all of the following conditions are met:
 - a. Practical difficulties prevent the placement of the required parking spaces on the same lot as the premises they are intended to serve.
 - b. The off-site parking spaces are located within four hundred (400) feet of the premises they are intended to serve.

- c. The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve or a classification allowing business or commercial activities.
- d. The off-site parking spaces are not located in any residential district.
- e. The location of the off-site parking spaces will adequately serve the use for which it is intended.
- f. The location of the off-site parking spaces will not create unreasonable:
 - 1. Hazards to pedestrians.
 - 2. Hazards to vehicular traffic.
 - 3. Traffic congestion.
 - 4. Interference with access to other parking spaces in the vicinity.
 - 5. Detriment to any nearby use.
- g. The developer supplies a written agreement, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.

The applicant is request a special exception to allow the use of off-site parking within 400 feet. Thirteen (13) parking spaces of the required 26 (25 regular & 1 handicapped) spaces, will be in the Regions Bank parking lot at 115 Third Street.

The application has 2 different onsite parking plans which staff has marked as Plan "A" and Plan "B".

Plan "A" shows 13 onsite spaces with one handicap with 13 spaces in the adjacent bank parking lot. This plan would comply with the required number of spaces for total of 175 guest and 12 staff members.

Plan "B" shows 11 onsite spaces with one handicap, 13 spaces in the adjacent bank parking lot and 4 spaces for golf cart parking. The code currently does not allow golf cart parking spaces to be counted towards the required spaces needed making this plan 2 spaces short. This plan require a variance of 2 spaces.

The second request for a special exception is to Section 27-227(5) (e) for Outdoor Seating.

The proposed outdoor seating is consistent with the outdoor seating for surrounding restaurants. The proposal is to add 83 seats in the front and to the west side of the existing building. A portion of this area will covered by an awning is the development order is also approved tonight.

Analysis

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

Sec. 27-548, - Design standards for off-street parking and loading areas.

- (a) *Location.* The location of required off-street parking and loading areas shall conform to the following criteria:
- (1) All required off-street parking spaces and the use they are intended to serve shall be located on the same parcel; provided, however, that the city council, as a special exception, with a recommendation by the community development board, may allow the establishment of off-site or remote off-street parking facilities, provided that all of the following conditions are met:
 - a. Practical difficulties prevent the placement of the required parking spaces on the same lot as the premises they are intended to serve.
 - b. The off-site parking spaces are located within four hundred (400) feet of the premises they are intended to serve.
 - c. The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve or a classification allowing business or commercial activities.
 - d. The off-site parking spaces are not located in any residential district.
 - e. The location of the off-site parking spaces will adequately serve the use for which it is intended.
 - f. The location of the off-site parking spaces will not create unreasonable:
 1. Hazards to pedestrians.
 2. Hazards to vehicular traffic.
 3. Traffic congestion.
 4. Interference with access to other parking spaces in the vicinity.
 5. Detriment to any nearby use.
 - g. The developer supplies a written agreement, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.
 - (2) All parking spaces required by this Code for residential uses should be located no further than the following distances from the units they serve:
 - a. Resident parking: 200 feet
 - b. Visitor parking: 250 feet

Distances shall be measured from a dwelling unit's entry to the parking space. Where a stairway or elevator provides access to dwelling units, the stairway or elevator shall be considered to be the entrance to the dwelling unit. For purposes of measuring these distances, each required parking space shall be assigned to a specific unit on the development plan, whether or not the developer will actually assign spaces for the exclusive use of the specific unit.
 - (3) Each off-street parking space shall be directly accessible from a street or alley without crossing or entering any other required off-street parking or loading space, except as provided for in tandem parking.
 - (4) Each off-street loading space shall be directly accessible from a street or alley without crossing or

27-227(5)(P)

(5) *Interior service restaurant:* Restaurants that sell alcoholic beverages shall conform to the following conditions:

- a. The alcoholic beverages shall be sold only for consumption on the premises.
- b. Said restaurant shall have an inside seating capacity of and be equipped to serve not less than thirty (30) people meals at one (1) time.
- c. Said restaurant shall derive at least fifty-one (51) percent of its gross revenue from the sale of food and nonalcoholic beverages.
- d. Any alcoholic beverage license issued to any such restaurant under the general law of the state shall not be moved to a new location, such licenses being valid only on the premises of such restaurant.

e. Outdoor seating may be permitted as a special exception, and shall only be provided in a controlled area, attached to the main interior service area and shall also be situated in a manner that allows for unimpeded pedestrian access along adjacent sidewalks or pedestrian ways. Outdoor seating requests for public property not owned by the interior service restaurant must follow the provisions outlined in subsection 27-479(d).

f. All drive-thru facilities shall be located to the side or rear of the building away from the principle abutting thoroughfares by special exception.

(6) *Retail, general:*

- a. Outdoor sales must be an accessory use to the principal use and shall be limited to one (1) sale display area per retail store. Neptune Beach general retail stores may have outside sales on the premises of their licensed store. The sale shall be conducted by employees of the store and items offered for sale shall be property of the store and not a consignment operation or arrangement. Only products normally sold at these stores may be sold outside. Stores must apply for a yearly permit approved by the city manager or designee.
 1. Outdoor sales and the outdoor display area must be on private property and located only in the central business district (CBD), C-2 and C-3 zoning districts.
 2. Outdoor sales cannot occur in the right-of-way.
 3. The outdoor sale display area cannot exceed one hundred fifty (150) square feet.
 4. No outdoor sales shall be allowed in the area set aside, required or designated for parking, ADA routes, drive isles, driveways, maneuvering areas or unloading/loading areas. An ADA clear path must be maintained around all items in display area.

SE 19-07

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



Date Filed: **RECEIVED JUN 21 2019**

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

Name & Address of Property Owner:	Telephone:
Huron-Sophia, L.L.C., 3733 University Blvd. W., Suite 204	E-Mail:
Jacksonville, FL 32217	Real Estate #: 172982-0000
Property Address (if different from mailing):	Lot 2 (ex W 35 Ft) Block: 15 and Lot 1 Block 50
301 Atlantic Blvd., Neptune Beach, FL 32266	Subdivision: Horne's Subdivision and Neptune
	Zoning District: CBD

Name and Address of Agent:	Telephone: 904-301-1269
Steve Diebenow and Cyndy Trimmer	E-Mail: sd@drivermcafee.com
1 Independent Dr. Ste 1200	
Jacksonville, FL 32202	ckt@drivermcafee.com

Describe Special Exception Request:
Off-site parking pursuant to Sec. 27-548 (a)(1)(b)
Outdoor seating pursuant to Sec. 27-227 (5)(e)

<p>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</p>
<p>1. Based on the required findings needed to issue a special exception in Section 27-160 explain the following (attach additional sheets as necessary):</p>
<p>A. How the proposed is consistent with the comprehensive plan: The proposed off-site parking and outdoor seating allows for redevelopment of a vacant building on a prominent street corner in the Central Business District by an established local brand. Allowing for such infill development within the Central Business District ensures that commercial activity will be restricted to the designated commercial core thus preserving the residential character of the surrounding areas.</p>
<p>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. Applicant proposes to enter into the attached agreement with Regions Bank for exclusive use of thirteen (13) parking spaces at 115 3rd Street, which is immediately to the south of the property, during the bank's off hours. The proposed off-site parking is consistent with the criteria established for off-street parking in the zoning code and compatible with the general character of the Central Business District where shared off-site and valet parking arrangements are common. The proposed additional outdoor seating is an appropriate expansion of the outdoor use previously approved for the property consistent with other restaurants in the area.</p>

<p>C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.</p> <p>The proposed special exception will permit utilization of off-street parking on an immediately adjacent lot pursuant to a parking agreement when the business occupying the property is closed. The proposed outdoor seating is an expansion of the outdoor area previously approved for the property and is consistent with outdoor seating for neighboring restaurants. As such, the proposed use will not have any environmental impact inconsistent with the health, safety, and welfare of the community.</p>
<p>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.</p> <p>Applicant proposes closing one entrance onto Atlantic Boulevard, which will improve traffic flow at a congested intersection, to provide additional on-site parking, and providing the remaining parking off-site on the immediately adjacent lot. The special exception will allow Applicant to provide the number of spaces required by the zoning code within the designated area in order to ensure that there is no detrimental effect on traffic, pedestrian movement, or parking. The proposed additional outdoor seating will be located adjacent to the western and front sides of the building and will not have any such impacts.</p>
<p>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.</p> <p>The proposed use is entirely consistent with the comprehensive plan, which provides that commercial development should be concentrated in existing commercial corridors such as the Central Business District in order to protect the residential character of the surrounding areas. Within the Central Business District, redevelopment such as the proposed restaurant use that creates a mix of urban-intensive, pedestrian oriented development is encouraged.</p>
<p>F. Indicate how the proposed use would not overburden existing public services and facilities.</p> <p>Redevelopment of an existing vacant property along the established commercial corridor will not overburden existing public services and facilities.</p>
<p>G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.</p> <p>The proposed use is consistent with regulations established for the Central Business District and satisfies all other requirements of the zoning code as show on the attached conceptual site plan.</p>

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.

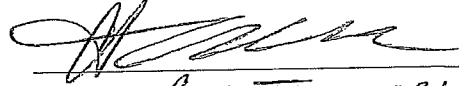
I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.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

NAME (S) OF PROPERTY OWNER (S)

Huron Sophia LLC
BY: Harden D. Hedberg, Managing member

Signature

NAME OF AUTHORIZED AGENT



Signature Crosby TRIMMER + Steve Dieben
DRIVER McAfee Hawthorne + Debra

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.

Driver, McAfee, Hawthorne & Diebenow, PLLC _____ is hereby authorized TO ACT ON BEHALF OF Huron-Sophia, L.L.C. _____, 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 checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Special Exception |
| <input checked="" type="checkbox"/> Variance | <input checked="" type="checkbox"/> Commercial Dev. Order |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Comp. Plan Amendment |
| <input checked="" type="checkbox"/> Concurrency | <input type="checkbox"/> Other/Building Permit |

BY: Huron Sophia LLC
Harlan D. Helming, managing member
Signature of Owner

Harlan D. Helming, managing member
Print Name Huron Sophia LLC

Harlan D. Helming, managing member Huron Sophia LLC
Signature of Owner Huron Sophia LLC

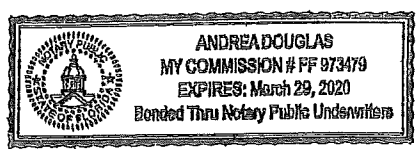
Harlan D. Helming, managing member Huron Sophia LLC
Print Name ANDREA DOUGLAS
Daytime Telephone Number (904) 355-3519 State of Florida
County of DUVAL

Signed and sworn before me on this 19TH JUNE day of, 2002019
By HARLAN D. HELMING

Identification verified: ✓ Oath sworn: Yes No

Andrea Douglas
Notary Signature

My Commission expires: MARCH 29, 2020



ATLANTIC BOULEVARD

GOLF CART PKGS BY NEPTUNE BEACH

LANDSCAPE BUFFER
BIKE RACKS

STAR BUCKS DRIVE THRU

7 PROPOSED ADDITIONAL PARKING'

6 PROPOSED ADDITIONAL PARKING'

PUBLIC PARKING

SECOND STREET

LANDING
RAMP SLOPE 1":12

PROPOSED SERVICE BAR
8'-4" x 15'-4"

COVERED AWNING
12' x 40'

PERVIOUS PATIO
2327 SF

PUBLIC PARKING

0.5'

5'

34'-4"

39'-4"

NORTH

SITE PLAN

0 2' 4' 8' 16'

SCALE 1/8" = 1'-0"



PLAN A³⁵

ATLANTIC BOULEVARD

GOLF CART PKGS BY NEPTUNE BEACH

LANDSCAPE BUFFER
BIKE RACKS

STAR BUCKS DRIVE THRU

7 PROPOSED ADDITIONAL PARKING

23'
4 PROPOSED ADDITIONAL PARKING

GOLF CART PKGS

PUBLIC PARKING

SECOND STREET

LANDING
RAMP SLOPE 1":12

PROPOSED SERVICE BAR
8'-4" x 13'-4"

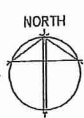
COVERED AWNING
12' x 40'

PERVIOUS PATIO
2327 SF

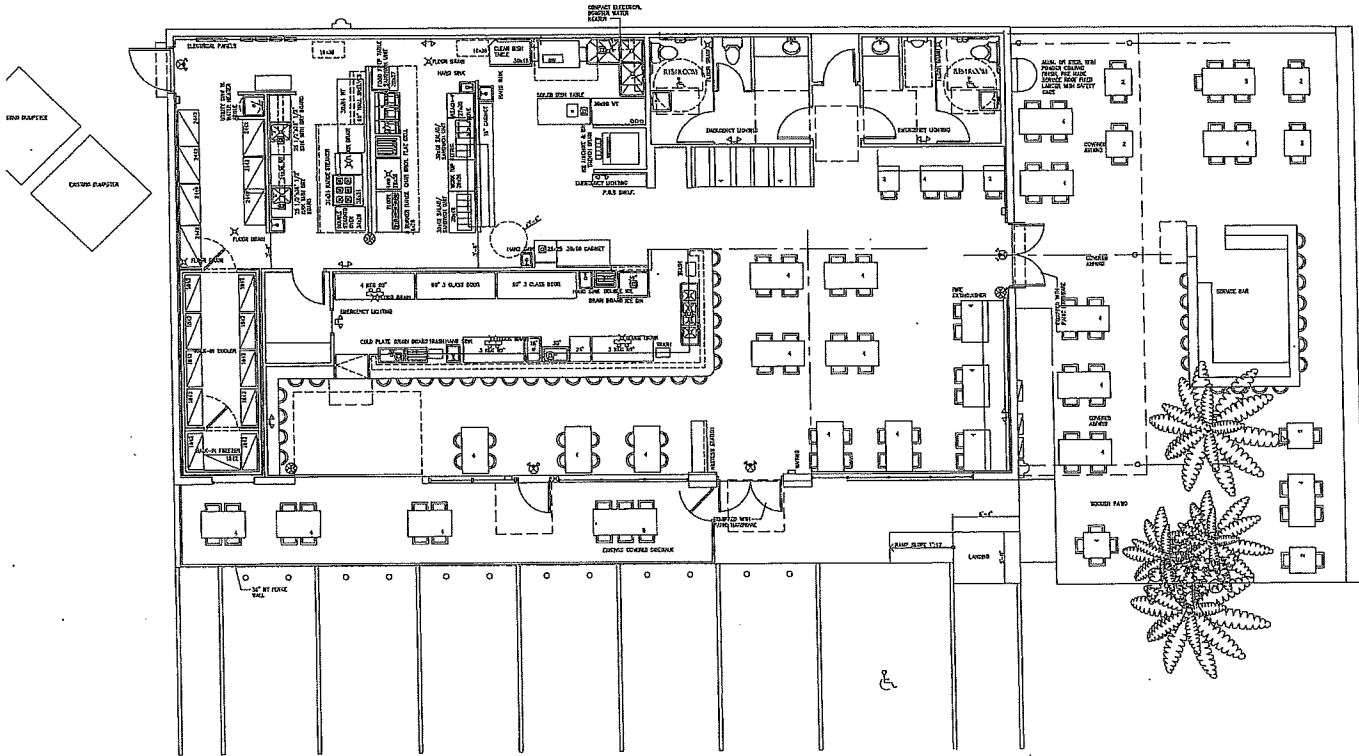
PUBLIC PARKING

SITE PLAN

0 2' 4' 8' 16'
SCALE 1/16" = 1'-0"



PLAN 36



FLOOR PLAN
 0 2' 4' 8' 16' SCALE 1/8" = 1'-0"
 NUMBER OF SEATS: 150 (UNDER ROOF)
 25 (PATIO)

PARKING LOT AGREEMENT

THIS PARKING LOT AGREEMENT (the "Agreement") is made and entered into as of the 14th day of May, 2019, but is effective as of August 1, 2019 (the "Effective Date"), by and between ALA VALET PARKING OF JACKSONVILLE, INC., a Florida corporation (the "Manager"), and ROOST RESTAURANTS, LLC, a Florida limited liability company (the "Local").

RECITALS

WHEREAS, Regions Bank, an Alabama state banking corporation ("Regions") is the owner of certain real property and improvements thereon located at 115 3rd Street, Neptune Beach, Florida (the "Property"), which Property includes a parking lot (the "Parking Lot") containing twenty-six (26) parking spaces and two (2) handicapped spaces (collectively, the "Parking Spaces");

WHEREAS, Regions and Manager have entered into that certain parking management agreement (the "Management Agreement"), whereby, among other things, Manager has the right to use the Parking Lot and Parking Spaces for its customers during periods when Regions is not open for business (currently those hours are after 5:00 p.m. on weekdays and after 12:00 on Saturday, and all day on Sunday but in all events subject to change without notice) (the "Non-Banking Hours");

WHEREAS, pursuant to the Management Agreement, Manager is authorized to grant the right to third parties to use the Parking Lot and Parking Spaces during the Non-Banking Hours;

WHEREAS, Manager desires to grant Local the right to use the thirteen (13) Parking Spaces more particularly identified on Exhibit "A" attached hereto (the "Local Spaces"), and Local desires to use the Local Spaces, all under the terms and conditions hereinafter set forth; and

WHEREAS, Regions consents to Manager's entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and each and all of the covenants, terms, provisions, conditions, and agreements hereinafter set forth, the parties agree as follows:

AGREEMENT

1. GRANT OF LOCAL SPACES. On the terms and conditions set forth herein, Manager hereby grants to Local and its customers, employees and other invitees (the "Local Parties"); the exclusive right to use the Local Spaces, together with the right to access the Parking Lot for purposes of accessing and using the Local Spaces, during the Non-Banking Hours.

2. DURATION OF AGREEMENT. This Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months thereafter (as may be extended, the "Term"), unless earlier terminated as provided herein. The term of this Agreement

shall automatically renew for additional periods of twelve (12) months each, on the same terms and conditions set forth herein. Local shall have the right to terminate this Agreement by delivering written notice of such termination at least thirty (30) days prior to the termination date. In the event Regions cancels the Management Agreement, this Agreement shall automatically terminate as of the date of such cancellation. Upon notice of any cancellation of the Management Agreement, Manager shall deliver written notice of such cancellation to Local providing the date this Agreement will terminate along with evidence of Regions' cancellation of the Management Agreement.

3. **PAYMENT.** As consideration for this Agreement, commencing as of the Effective Date, and continuing on the first (1st) day of each month during the Term of this Agreement, Local shall pay to Manager the monthly sum of Two Thousand Dollars (\$2,000.00) for the use of the Local Spaces. The parties shall prorate the first and last month of the Term based on the number of days Local has the right to use the Local Spaces in such month.

4. **USE OF LOCAL SPACES.** Local Parties shall use the Local Spaces solely for parking during the Non-Banking Hours. Local shall have the right to install temporary signage adjacent to the Local Spaces notifying others that the Local Spaces are reserved for the exclusive use of the Local Parties provided that Local shall remove such temporary signage each day after Local closes its restaurant. Local shall also have the right to reasonable enforcement of its parking rights granted herein; provided, however, Local shall have no right to tow or remove any vehicles from the Local Spaces.

5. **MAINTENANCE OF PROPERTY AND SECURITY.** Pursuant to the Management Agreement, Manager is responsible to maintain the Parking Lot and Parking Spaces. Local shall have no obligation to maintain the Local Spaces; provided, however, Local shall repair any damage to the Parking Lot caused by any of the Local Parties. Neither Manager nor Regions shall have any responsibility to secure or illuminate any portion of the Parking Lot or provide any security for the Local, its patrons, and/or their vehicles and personal property. All parking shall be at the sole risk of the Local and their patrons who shall be responsible for themselves, as well as, securing their vehicles and personal property as they deem appropriate.

6. **NOTICES.** All notices required hereunder shall be delivered by United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Manager: AIA Valet Parking of Jacksonville, Inc.
1171 Beach Blvd., #108
Jacksonville Beach, FL 32250
Attention: Nicholas Csorna

If to Local: Roost Restaurants, LLC
One Independent Drive, Suite 3120
Jacksonville, Florida 32202
Attention: J. C. Demetree, Jr.

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

7. INSURANCE. During the Term of this Agreement, Local shall maintain a policy of commercial or comprehensive general liability insurance, or its equivalent, at Local's sole expense, insuring against all claims, demands, or actions for bodily injury or physical damage to tangible property arising out of or in connection with Local Parties' use of the Local Spaces. The limits of such policy or policies shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence and One Million and No/Dollars in the aggregate. Any combination of primary or excess liability policies is acceptable. All such insurance maintained by Local shall name Regions and Manager as an additional insured, as evidenced by a valid ACORD (or equivalent) certificate of insurance to be delivered to Landlord prior to the Effective Date of this Agreement. Not less than ten (10) days before the expiration of such policies, copies of the renewals thereof shall be delivered to Regions and Manager. Local shall indemnify and hold Regions and Manager and their respective officers, directors, employees, agents, and members harmless from and against any and all claims, actions, liens, demands, expenses, and judgments for loss, damage, or injury ("Claims") to tangible property or persons resulting or occurring by reason of the Local or the Local Parties' use of the Parking Lot and the Local Spaces, except for Claims caused by Manager's negligence or willful misconduct.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Manager and the Local have executed this Agreement on the date and year first above written.

WITNESSES:

Mitch Kaufman
Print Name: MITCH KAUFMAN
Kellie M. Smircoff
Print Name: Kellie M. Smircoff

MANAGER:

AIA VALET PARKING OF JACKSONVILLE, INC., a Florida corporation.

By: [Signature]
Name: Melinda L. Brown
Its: Owner

WITNESSES:

[Signature]
Print Name: Scott C. DeLozier III
[Signature]
Print Name: Wesley McKenzie

LOCAL:

ROOST RESTAURANTS, LLC, a Florida limited liability company

By: [Signature]
Name: Martin (Ted) Stein
Its: President

Regions consents to Manager allowing the Local use of the thirteen (13) parking spaces referenced herein.

REGIONS BANK, an Alabama state banking corporation

By: [Signature]
Name: Scott H. Riley
Its: SVP

EXHIBIT "A"

Local Spaces



REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; (answer "Yes" if use is consistent or "No" if it is not)	consistent	yes
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; (answer "Yes" if compatible or "No" if it is not)	compatible with area.	yes
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; (answer "Yes" if there is no impact or "No" if there is)	similar to neighboring properties	yes
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; (answer "Yes" if there is no detrimental effect or "No" if there would be)	additional parking is available at bank	yes
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; (answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)	consistent with comp plan + neighboring fecl.	yes
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; (answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)	no additional use. consistent with neighboring area.	yes
7) The proposed use would not overburden existing public services and facilities; and (answer "Yes" if no impact to public services, or "No" if it would overburden)	additional parking in adjacent lot.	yes
8) The proposed use meets all other requirements as provided for elsewhere in this Code. (answer "Yes" if it meets all other requirements, "No" if it does not)	meets all requirements	yes

I, Christopher Goodin, based on the above findings, recommend

(APPROVAL) or (DENIAL) of the Special Exception

Signature

REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; (answer "Yes" if use is consistent or "No" if it is not)	INCONSISTENT WITH COMPREHENSIVE PLAN	NO
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; (answer "Yes" if compatible or "No" if it is not)	THE SITE IS NOT ADEQUATE TO HOLD THE REQUIRED PARKING THE OFFSITE PARKING SEEMS VIABLE BUT NOT PROVEN	YES
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; (answer "Yes" if there is no impact or "No" if there is)	ADVERSE NOT IMPACTING HEALTH & WELFARE	YES
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; (answer "Yes" if there is no detrimental effect or "No" if there would be)	WOULD CAUSE MORE PARKING INCONSISTENCIES	NO
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; (answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)	MAY CONTRIBUTE TO THE PARKING SHORTAGE THE OFFSITE PARKING SEEMS VIABLE BUT NOT TESTED PLAN	NO
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; (answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)	NO EXTRA NOISE, LIGHT, ETC.	YES
7) The proposed use would not overburden existing public services and facilities; and (answer "Yes" if no impact to public services, or "No" if it would overburden)	OFFSITE PLAN FOR PARKING IS AN EXISTING LOT	YES
8) The proposed use meets all other requirements as provided for elsewhere in this Code. (answer "Yes" if it meets all other requirements, "No" if it does not)	AS FAR AS DISCUSSED AND BROUGHT FORWARD IN THIS EVENING DISCUSSION	YES

I, RYAN DILL, based on the above findings, recommend

(APPROVAL) or (DENIAL) of the Special Exception.

Ryan Dill
Signature

REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; (answer "Yes" if use is consistent or "No" if it is not)	REDEVELOPMENT YES. IS CONSISTENT W/ ENHANCING THE CBD.	Y
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; (answer "Yes" if compatible or "No" if it is not)	NO. IT WOULD BE NOT COMPATIBLE W/ AS DESIGN REQUESTS FOR ADDITIONAL OFF SITE PARKING	N
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; (answer "Yes" if there is no impact or "No" if there is)	NO-THERE IS AN IMPACT ON PARKING & PUBLIC SAFETY W/ PEDESTRIAN TRAFFIC.	N
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; (answer "Yes" if there is no detrimental effect or "No" if there would be)	NO-IT WOULD CAUSE ISSUE W/ PEDESTRIAN & VEHICAL TRAFFIC INCLUDING BICYCLE.	N
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; (answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)	NO. IT WOULD HAVE AN EFFECT. IF REGIONS REDEVELOPS OR SELLS LEASES WOULD BE LOST SHORT & OR LONG TERM.	N
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; (answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)	NO - IT HOURS FOR BUSINESS ARE NOT CORBED IT WILL EFFECT RESIDENTIAL,	N
7) The proposed use would not overburden existing public services and facilities; and (answer "Yes" if no impact to public services, or "No" if it would overburden)	NO, IT WOULD OVERBURDEN EXISTING TRAFFIC/PARKING SITUATION.	N
8) The proposed use meets all other requirements as provided for elsewhere in this Code.(answer "Yes" if it meets all other requirements, "No" if it does not)	NO, PARKING LOT YET TO BE DETERMINING W/ VEHICLE OR GOLF CART SPACES.	N

I, DIANA KELLY, based on the above findings, recommend

(APPROVAL) or (DENIAL) of the Special Exception.

Diana Kelly
Signature

REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; (answer "Yes" if use is consistent or "No" if it is not)	SE 1616 with similar restaurants within 100'	YES
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; (answer "Yes" if compatible or "No" if it is not)	Similar to surrounding properties	YES
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; (answer "Yes" if there is no impact or "No" if there is)	No with ability to impact health or safety of community	NO
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; (answer "Yes" if there is no detrimental effect or "No" if there would be)	SAME AS #3	NO
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; (answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)		YES
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; (answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)	CONSIDER WITH #3	YES
7) The proposed use would not overburden existing public services and facilities; and (answer "Yes" if no impact to public services, or "No" if it would overburden)	OVER BURDEN EXISTING PARKING	NO
8) The proposed use meets all other requirements as provided for elsewhere in this Code. (answer "Yes" if it meets all other requirements, "No" if it does not)		YES

I, [Signature], based on the above findings, recommend

(APPROVAL) or (DENIAL) of the Special Exception.

[Signature]
Signature

REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

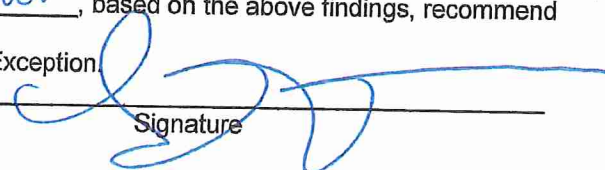
Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; <i>(answer "Yes" if use is consistent or "No" if it is not)</i>	C. Business District	Yes
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; <i>(answer "Yes" if compatible or "No" if it is not)</i>	CDB	Yes
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; <i>(answer "Yes" if there is no impact or "No" if there is)</i>	There are no sidewalks (walk) to get to location. parking is to dense. @ where will cars park if the current region's space is gone	NO
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; <i>(answer "Yes" if there is no detrimental effect or "No" if there would be)</i>	increase in vehicles needing places to park during hours that off site plan doesn't account for. before 5pm	NO
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; <i>(answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)</i>	In the future we open ourselves up to compounding or parking problem by granting Special Exception	NO
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; <i>(answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)</i>	by creating parking spots that are currently used by another business where will the cars that normally park there park? during around	NO
7) The proposed use would not overburden existing public services and facilities; and <i>(answer "Yes" if no impact to public services, or "No" if it would overburden)</i>	was already business there -	Yes
8) The proposed use meets all other requirements as provided for elsewhere in this Code. <i>(answer "Yes" if it meets all other requirements, "No" if it does not)</i>	27-548 (a)(1) g. assuring continued avail. of off site parking	NO

I, Lauren McPhaul, based on the above findings, recommend

(APPROVAL) or (DENIAL) of the Special Exception.


Signature

REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

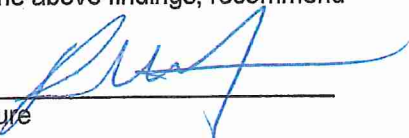
Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; <i>(answer "Yes" if use is consistent or "No" if it is not)</i>	<i>it is consistent</i>	<i>yes</i>
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; <i>(answer "Yes" if compatible or "No" if it is not)</i>	<i>beautiful addition</i>	<i>yes</i>
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; <i>(answer "Yes" if there is no impact or "No" if there is)</i>	<i>no impact</i>	<i>yes</i>
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; <i>(answer "Yes" if there is no detrimental effect or "No" if there would be)</i>	<i>the special exception requirements are met</i>	<i>yes</i>
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; <i>(answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)</i>	<i>it raises the bar</i>	<i>yes</i>
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; <i>(answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)</i>	<i>none</i>	<i>yes</i>
7) The proposed use would not overburden existing public services and facilities; and <i>(answer "Yes" if no impact to public services, or "No" if it would overburden)</i>	<i>no impact</i>	<i>yes</i>
8) The proposed use meets all other requirements as provided for elsewhere in this Code. <i>(answer "Yes" if it meets all other requirements, "No" if it does not)</i>	<i>all requirements met</i>	<i>yes</i>

I, Bob Frosio, based on the above findings, recommend

(APPROVAL) or (DENIAL) of the Special Exception.

Signature 

REQUIRED FINDINGS NEEDED TO ISSUE A SPECIAL EXCEPTION

Public Hearing Date: 7/10/19

Applicant: Huron-Sophia

Case # CDB SE19-07

Property Address: 301 Atlantic Blvd

Request #1 Section 27-548 off-site parking within 400 feet

Section 27-160. The Community Development Board may not recommend for approval a special exception unless it makes a positive finding, based on substantial competent evidence, on each of the following, to the extent applicable:

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO"; YOU MUST JUSTIFY YOUR REASON.

Required Findings Section 27-160	Justification/Reason for Finding	Finding Yes/No
1) The proposed use is consistent with the comprehensive plan; (answer "Yes" if use is consistent or "No" if it is not)	REDEVELOPMENT OF VACANT BUSINESS	YES
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; (answer "Yes" if compatible or "No" if it is not)	EXACERBATES PARKING PROBLEM RESTURANT FITS CHARACTER	NO YES
3) The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community; (answer "Yes" if there is no impact or "No" if there is)	EXACERBATES PARKING PROBLEM	NO
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; (answer "Yes" if there is no detrimental effect or "No" if there would be)	SO9: CBD PARKING DISCOUNT ALREADY IN EFFECT	NO
5) The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan; (answer "Yes" if there is not a detrimental effect on future development or "No" if it would affect future development)	RESTURANT IS CONSISTENT WITH AREA	YES
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; (answer "Yes" if there is no creation of excessive noise, light vibration, fumes ext. or "No" if any the above would occur)	WOULD NOT CREATE ADDITIONAL FUMES	YES
7) The proposed use would not overburden existing public services and facilities; and (answer "Yes" if no impact to public services, or "No" if it would overburden)	EXACERBATES PARKING PROBLEM	NO
8) The proposed use meets all other requirements as provided for elsewhere in this Code. (answer "Yes" if it meets all other requirements, "No" if it does not)	MEETS OTHER REQUIREMENTS	YES

I, Diana Rando, based on the above findings, recommend
(APPROVAL) or (DENIAL) of the Special Exception.

Signature



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

AGENDA ITEM:	7B- CDB 19-09, Application for Replat, 214-216 Bowles Street
SUBMITTED BY:	Eugene and Lorraine Kiernan
DATE:	August 29, 2019
BACKGROUND:	<p>The application for replat/subdivision is being made by Eugene & Lorraine Kiernan for the property known as 214-216 Bowles Street. It is located on the north side of Bowles Street between First and Third Streets. The property consists of one (1) lot approximately 80.10 feet wide by 115 feet deep and approximately 9211.5 square feet. The purpose of the replat is to divide one (1) lot into two (2) lots.</p> <p>The subject properties are in the R-4 zoning district.</p>
BUDGET:	N/A
RECOMMENDATION:	Community Development Board approved the replat by a 4-3 vote on August 14, 2019
ATTACHMENT:	CDB 19-09
CITY MANAGER:	

Application for
Replat
CDB19-09 214-
216 Bowles Street
to divide the
property into two
lots

CDB19-14 Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Mr. and Mrs. Eugene Kiernan for the property currently known as 214 & 216 Bowles Street (RE# 173037-0000) The applicants are requesting to replat the existing lot into two (2) equal sized lots in order to build two single family dwellings.

Staff stated the property was in the R-4 zoning district and the minimum lot width for each lot is 40 feet. The property currently has a duplex on it and that lot is 80.20 feet by 115 feet deep. The new lots will be 40.10 feet by 115 feet each. The property does have all the necessary utilities available.

Mr. Kiernan, property owner, 223 Hopkins Street, addressed the board. Originally purchased the duplex with the plans to demolish the existing structure and build a single-family house on one lot for themselves and sell the other lot. The situation changed after moving to Florida due to illness and they have decided to sell the entire property to someone else. They will be purchasing 234 Florida Blvd. once they close on the Bowles property.

Chairperson Goodin opened the floor for public comments.

Mr. Jonathan Raiti, 224 Bowles Street, addressed the board. Density is a problem. Davis St. had 2 houses come down and 5 have been built. Trees had to be removed, the space between properties is narrow. Not against development but concerned about cookie cutter construction. Replat must meet the code, density is already over. This won't increase but will over crowd. We need to protect the character. There is an old oak tree on the property that will need to be cut. More traffic will be on the street.

Mr. Raiti submitted a letter to the board outlining his concerns.

Mr. Keith Pikula, 236 Bowles St., lives in a duplex and this will not increase density, but it will increase traffic. It will cause more traffic with the contractors and stormwater demands will increase due to reduced yard size. Existing trees will be replaced with small palms. There needs to be a solution to the problem. Lot size needs to be increased to 50 feet from 40 feet.

Mr. Kiernan stated the current building is in bad shape. There is not net change in density.

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

Board discussion:

The problem with density goes back to the lot size. This needs to be changed. Long skinny homes are being built with no yards on the 40-foot lots. The goal is to decrease density.

The comp plan is very clear, and it needs to be up held.

The land development code in going to be rewritten and the public needs to make their voice heard.

Made by Evens, seconded by Frosio.

MOTION: TO RECOMMEND APPROVAL OF CDB 19-09 AS SUBMITTED FOR THE REPLAT OF 214-216 BOWLES STREET INTO TWO (2) LOTS.

Roll Call Vote:

Ayes: 4-Kelly, Evens, Frosio, Goodin

Noes: 3-Livingston, McPhaul, Dill

MOTION APPROVED AND RECOMMEND APPROVAL OF THE REPLAT TO CITY COUNCIL.

The applicant was informed that the request for replat would be forwarded to the Tuesday September 3, 2019 City Council for their final review and that they should attend that meeting.

Re: Proposed Replat at 214-216 Bowles St. (RE#173037-0000)

To: Neptune Beach, CDB

From: Jon and Wen Raiti, 224 Bowles St.

Date: 8/21/2019 updated

Dear Members of the Neptune Beach City Council:

The applicants for this replat are requesting to sub-divide the lot at 214-216 Bowles St. into to equal sized lots to build two houses on this site. We oppose the application because recent concentrated development in this specific neighborhood has increased the intensity of land use, created a “boxing in” effect, created problems with removal of tree canopy and greenery leading to increased flooding. Another replat will exacerbate the negative effects of this increased intensity of land use.

In the past 3 years, in a single acre in the 200 block of Bowles / Davis St. neighborhood 3 buildings having been demolished, the lots all sub-divided, and 7 new homes have been or are planned to replace them. The proposed replat is in this same one-acre space. This has increased the both intensity of land use and the density of dwelling units, and also changed the character of the neighborhood. The result of the replats has been to increase the permitted density to be above 10 dwelling units/acre, the max for R-4 residential (details below). By two different methods, we find that in the 1 acre area composed of the neighboring houses on Bowles or Bowles/Davis, that the density as measured in dwelling units is already at 11-12 dwelling units occupying this space, exceeding the maximum of 10.^{1,2,3,4} Although this development may not further increase the density of dwelling units, and in and of itself does not require the rejection of the application, **it will certainly increase the intensity of land use**, create a “boxed in” effect and interfere with “the enjoyment of open space and the free passage of light and air.”

228-232 Davis: May 6, 2016: 1 house removed and replaced with 3.

225-226 Davis: Jan 4, 2017: 1 house removed and replaced with 2.

225 Bowles & Lot 2 of Jones Bowles, May 8 2017: 1 house removed, replaced with 2.⁵

214-216 Bowles, Aug 7 2019: proposing to remove 1 house and replace with 2.

Exhibits:

- A. In the past 3 years Bowles/David has become over-developed, with 3 buildings having been demolished, the lots sub-divided, and 7 single houses approved to replace them. The new replat, if approved, would take this up to 4 houses removed to be replaced by 9.
- B. Method 1: 11 dwelling units. Davis St: the 5 dwelling units. Bowles: +2 current construction on Bowles, +2 for the duplex at 215 Bowles, +2 dwelling units at 214-216 Bowles.

¹ Sec. 27-109.a.1, 4: States that “The minor replat process shall not be used to increase the residential density specified by the comprehensive plan, (the number of dwelling units) of any such property.”

² Sec. 27-15 defines “A dwelling unit” as “a single housing unit providing complete, independent living facilities for one (1) housekeeping unit, including permanent provisions for living, sleeping, eating, storage or preparation of food and sanitation.”

³ Method 1: 11 dwelling units. Davis St: the 5 dwelling units. Bowles: +2 current construction on Bowles, +2 for the duplex at 215 Bowles, +2 dwelling units at 214-216 Bowles.

⁴ Method 2: 12 dwelling units. 2 for 225 bowles and the construction to take place next to it, 2 for the duplex at 215 Bowles, 2 at 214-216 Bowles, 2 at 210 Bowles, as well as 2 at 236 Bowles and 2 at 224 Bowles

⁵ 1 finished and 1 planned.

- C. Method 2: 12 dwelling units. 2 for 225 Bowles and the construction to take place next to it, 2 for the duplex at 215 Bowles, 2 at 214-216 Bowles, 2 at 210 Bowles, as well as 2 at 236 Bowles and 2 at 224 Bowles.⁶

The developments which have been built to date have been constructed in a cookie cutter style, with two from the 2016 Davis replat still unsold. Some of the construction has also generated problems:

- Poorly constructed retaining walls behind 261 Bowles.
- Cutting down forested area and urban tree canopy on the lot that is currently 228-232 Davis, and 224 Davis without equivalent replacement trees planted on most of these new lots.⁷
- Water run-off from the clear-cut lots mentioned above increased street flooding and at least one adjacent property on Bowles after heavy rains. The city has received complaints about this issue.

Another replat in this same one-acre area risks a repeat and exacerbation of these impacts, enabling more “monotonous” construction like that on Davis St., likely leading to the removal of old growth tree canopy, increasing the intensity of land use, interfering with “the enjoyment of open space and the free passage of light and air,” and creating a “boxed in” effect, and if continued unchecked, will impact long-term neighborhood property values.

Sec. 27-214, opens this section of the code with “Findings of Fact” with the simple observation that “The city council finds that unrestricted use of land and uncontrolled development can reduce the quality of life for the residents and visitors to Neptune Beach.”

Sec 27-215(a) regarding the “purpose and intent” of the code specifically states “The primary goals of the city, upon which the comprehensive plan was developed, are *to preserve* the natural beauty, pleasant environment and unique character of the city; *to retain* the quality of our existing residential neighborhoods... *protect* these areas from the encroachment of detrimental and noncompatible land uses,” and Sec 27-215(7) “preserve and create a *more favorable* living environment.”

Sec. 27-215(b) states “the intent of this zoning article is to insure that the city's adopted goals are pursued and to insure that other necessary and desired land uses are regulated. This article is also adopted for the following purposes:”

(2) To regulate and limit the intensity of the use of land;

(3) To regulate traffic circulation on public streets and highways in order to lessen congestion;

(4) To provide for adequate light, air, open space and scenic views;

(5) To promote civic amenities of natural, historical, and cultural importance and of beauty and visual interest;

(6) To regulate density of population and thus prevent the overcrowding of land in order to facilitate the provision of adequate community facilities and services such as water, sewerage, schools, parks and similar city functions;

⁶ 224 Bowles although zoned single family, meets the definition of 2 dwelling units because it has a separate upper and lower living area, separate kitchens, laundry, baths, living, sleeping, entrances, and storage space.

⁷ The exception is 224-226 Davis, which appears to have done some replanting with trees more substantial than simple sticks.

(7) To promote a wholesome, serviceable and attractive city, increase the safety and security of home life, and preserve and create a more favorable living environment;

(9) To minimize the conflict between land uses.

The “purpose and intent” of the sections of the code above specifically discuss “intensity of land use” and “residential density” separately, as they are two different things. Moreover, the code raises the intensity of land not as an after-thought, but at the top of the list of purposes.

Sec 27-222(a) of the code calls for the use of zoning articles to restrict land use “to ensure that future development is in keeping with the existing development.”

Sec 27-222(1)d also sets forth that the design goals for new construction are:

d. “to conserve the city's natural beauty and visual character and charm by ensuring that structures and other improvements are properly related to their sites, and to surrounding sites and structures.”

c. To discourage monotonous, drab, unsightly, dreary and inharmonious developments.

e. To protect and enhance the city's aesthetic and natural appeal.

i. To sustain the comfort, health, tranquility and contentment of residents by reason of the city's favorable environment.

Sec 27-222(2) continues:

b. Neighborhood design. Site improvements should be compatible with structures existing on neighboring parcels and should be sensitive to their designs and property rights. Designs which conflict with the use and enjoyment of any property should be avoided. Buildings should be designed in scale with the neighborhood and should complement the character of the neighborhood, rather than conflict with it.

c. Scale, mass and bulk. ... When viewed from adjoining properties, excess mass can effectively act as a wall that dominates neighboring structures, and interferes with the enjoyment of open space and the free passage of light and air.

e. Boxed-in neighbors. Designs should protect and preserve the light, air and open space of surrounding properties when considered cumulatively with other buildings in the neighborhood. Designs incorporating tall or bulky building elements located near the property line of an adjoining site that is already partially boxed-in by previous development should be avoided.

g. Privacy. Designs should respect the privacy of neighbors.

i. Protect the urban tree canopy. Site improvements should be designed to preserve significant trees and to maintain the urban tree canopy as a distinctive feature of our city's charm.

- These facts and objectives laid out in the current code are often not quantifiable, but nevertheless speak of the goals and objectives. These purpose of such guiding principles is to use them when addressing vagaries, and apparent contradictions, or conflicts that may arise when interpreting the particular statutes.

The city is not required to automatically pass an application if it is not compliant with “all applicable laws and ordinances.” (Sec 27-108.c). We believe that this proposed replat will increase land use intensity in an area already exceeding the density limits, runs contrary to the primary objective of the code, and is indeed the type of development the code sought to protect current property owners and residents against.

To be clear, we do NOT oppose development. We look forward to removal and replacement of the structure on the newly sold property at 214-216 Bowles, but feel that the recent replats have been excessive and concentrated in this small area, have materially changed the “natural beauty, pleasant environment, and unique character” of this neighborhood and new development will have many of the negative impacts which Sec 27-222 was intended to guard against.

Another duplex or even a large, attractive single-family home could be built on this property without needing to subdivide. This was done at 261 Bowles in 2014. It could leave undamaged the tree canopies, preserve the space, as well the flow of air and light. At this time when the surf is high, neighbors West of 216 Bowles can hear the ocean even at this distance. However, bulky construction may block or over-build all of this. Replacing breezes and greenery with masonry or hardy board.

At this time, the city is preparing an overhaul of its code of ordinances and contemplating changing the requirements for a replat to make the minimum width at least 45 or 50'. The city appears already aware that such over-development may have been determinantal and is exploring this issue. Once done it will likely never be undone. Is another necessary?

Before unnecessarily taking action to approve another detrimental replat, we implore you to pause and consider the situation fully and, if a decision must be made now, recommend city council deny the request.

Otherwise, could the city delay making a decision until the new codes have been reviewed by the public and its elected and appointed officials, or alternatively allow the developer time to provide detailed plans showing how it will sustain or even enhance the “natural beauty, pleasant environment and unique character” of the neighborhood and thereupon revisit this matter?

The CBD is not required to automatically pass an application if it is not compliant with “all applicable laws and ordinances.”⁸ In our opinion, even more important is the spirit, intent, purpose and objectives laid out as the purpose of the Code of Ordinances. We do not think this application can meet that standard.

Closing Thought:

Whatever decision is reached by city council in this matter, I sincerely hope that this memo may serve as candid citizen feedback and input into the ongoing discussions about interpretations of this code as well

⁸ The NB Code of Ordinances sec 27-105 states that a minor replat may be approved by the city if it conforms to the requirements. It does not say “shall” or require it be automatically be approved. The code states only that the city “shall” consider a proposed minor replat. The code further explains in Sec. 27-108.c that “If the proposed minor replat meets the conditions and standards of this division and otherwise complies with all applicable laws and ordinances, the city manager shall approve the minor replat by signing the application form.” There are two key points: The word “shall” when used here, is explaining the means by which the city manager is to complete the approval (by signing the application form) only. This approval is predicated upon the minor replat that meets “the conditions and standards of this division and otherwise complies with all applicable laws and ordinances.”

as future discussions about how to revise and update the Neptune Beach Code of Ordinances so that it can “*preserve* the natural beauty, pleasant environment and unique character of the city;... *retain* the quality of our existing residential neighborhoods... *protect* these areas from the encroachment of detrimental and noncompatible land uses... and preserve and create a more favorable living environment”. (Sec 27-215)

If any of you would like to discuss this matter, please feel free to contact us.

Thank you all for the time and attention you have provided with regards to this specific issue and for your commitment and service to our community.

Jonathan Raiti
jraiti@arzi-intl.com
Neptune Beach, FL

Wen Raiti
peacewen@hotmail.com
Neptune Beach, FL

City of
Neptune Beach

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



MEMORANDUM

TO: Community Development Board (CDB)
FROM: Staff
DATE: August 7, 2019
SUBJECT: CDB19-09 / 214-216 Bowles Street / RE# 173037-0000, (Replat)

Background

The application for replat/subdivision is being made by Eugene & Lorraine Kiernan for the property known as 214-216 Bowles Street. It is located on the north side of Bowles Street between First and Third Streets. The property consists of one (1) lot approximately 80.10 feet wide by 115 feet deep and approximately 9211.5 square feet. The purpose of the replat is to divide one (1) lot into two (2) lots.

The subject properties are in the R-4 zoning district.

Analysis:

The R-4 zoning requires a min. lot size of 4356 square feet for a single-family home with a min. lot width of 40 feet. (Table 27-229-1). As defined in 27-15, lot width is "the distance measured in a straight line along the street right-of-way between the side lot lines as measured at the front building restriction line". Each of the proposed lots are approximately 4611.1 square feet. The properties have all necessary utilities and access to public rights-of-way.

The application for replat meets all current zoning regulations. If approved, the applicant/property owners have been informed that the current structure must be removed prior to the replat being recorded in the Duval County public records.

Table 27-229-1

Zoning District	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard Setback (1)	Minimum Side Yard Setback	Minimum Corner Lot Side Yard Setback	Minimum Rear Yard Setback	Maximum Lot Coverage	Maximum Building Height
R-1	12,000 square feet	100 feet	25 feet	10 feet	15 feet	30 feet	50 percent	28 feet(5)
R-2	10,000 square feet	85 feet	20 feet	10% of lot width and minimum of 7 feet	10 Feet	25 feet	50 percent	28 feet
R-3	5,000 square feet	50 feet	15 feet	10% of lot width and minimum of 7 feet	10 feet	25 feet	50 percent	28 feet
R-4	4,356 square feet(3)	40 feet	Flexible (4)	7 feet	8 feet	Flexible (4)	50 percent	28 feet
R-5	2,562 square feet/ dwelling unit (2)	Apartment Complexes: 200 feet. For Single Family Dwellings see (2)	30 feet	For Apartment Complexes: 25 feet. For Single Family Dwellings see (2)	For Apartment Complexes : 25 feet. For Single Family Dwellings see (2)	For Apartment Complexes : 30 feet. For Single Family Dwellings see (2)	For Apartment Complexes: 35 percent. For Single Family Dwellings see (2)	28 feet
C-1	7,500 square feet	60 feet	25 feet	10 feet	15 feet	10 feet	60 percent(6)	35 feet
C-2	10,000 square feet	80 feet	25 feet	15 feet	20 feet	15 feet	70 percent(6)	35 feet
C-3	15,000 square feet	100 feet	25 feet	20 feet	25 feet	20 feet	75 percent(6)	35 feet
CBD	None	None	None	5 feet	7 feet	5 feet	85 percent	35 feet



CBB 19-09

APPLICATION FOR DEVELOPMENT PLAN REVIEW

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 Residentially Zoned Property
\$500 Commercially Zoned Property plus \$.0050 (1/2 cent) for each square foot of land or \$1,500
whichever is greater**

RECEIVED JUL 03 2019

Date Filed: _____

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner:	Telephone: (203) 858-1998
Eugene & Lorraine Kiernan	E-Mail: monty@kiernangroup.net
214/216 Bowles St., Neptune Beach, FL 32266	Real Estate #: 173037-0000
Property Address (if different from mailing):	Lot: East 1/2 of Lot 14 and 15 Block: 18
223 Hopkins Street	Subdivision: Merimar
Neptune Beach, FL 32266	Zoning District: R-4

Name and Address of Agent/Applicant:	Telephone:
	E-Mail:

Describe Request being made:

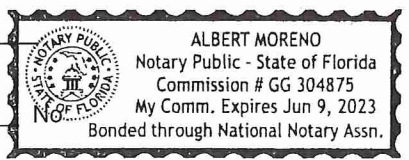
To RePlat the existing Property into two Lots

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

[Handwritten Signature]
Signature of the Owner

State of FLORIDA
County of DUVAL

Signed and sworn before me on this 3 day of JULY, 20 19
By EUGENE & LORRAINE KIERMAN
Identification verified: FLORIDA ID Oath sworn: Yes



[Handwritten Signature]
Notary Signature

My Commission expires: 06/09/2023

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.

MARK KRAUS + DORRI BLANK-KRAUS is hereby authorized TO ACT ON BEHALF OF EUGENE + LORRAINE KIERMAN 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:

- Concurrency
- Rezoning
- Appeal
- Replat
(Must submit current survey and surveys showing proposed parcels)
- Special Exception
- Commercial Development Order
- Comp. Plan Amendment
- Other/ Champion or heritage tree removal

BY:

[Signature]
Signature of Owner

EUGENE M. KIERMAN
Print Name

[Signature]
Signature of Owner

LORRAINE KIERMAN 203-856-4755
Print Name Daytime Telephone Number

State of Florida
County of DAVAL

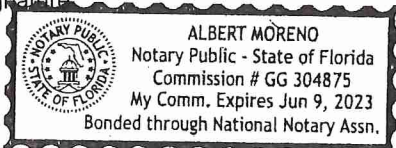
Signed and sworn before me on this 9 day of August, 20 19

By LORRAINE KIERMAN / EUGENE KIERMAN

Identification verified: FLORIDA ID Oath sworn: Yes No

[Signature]
Notary Signature

My Commission expires: 06/09/2023



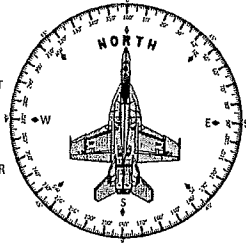
EXISTING

MAP SHOWING BOUNDARY SURVEY OF :

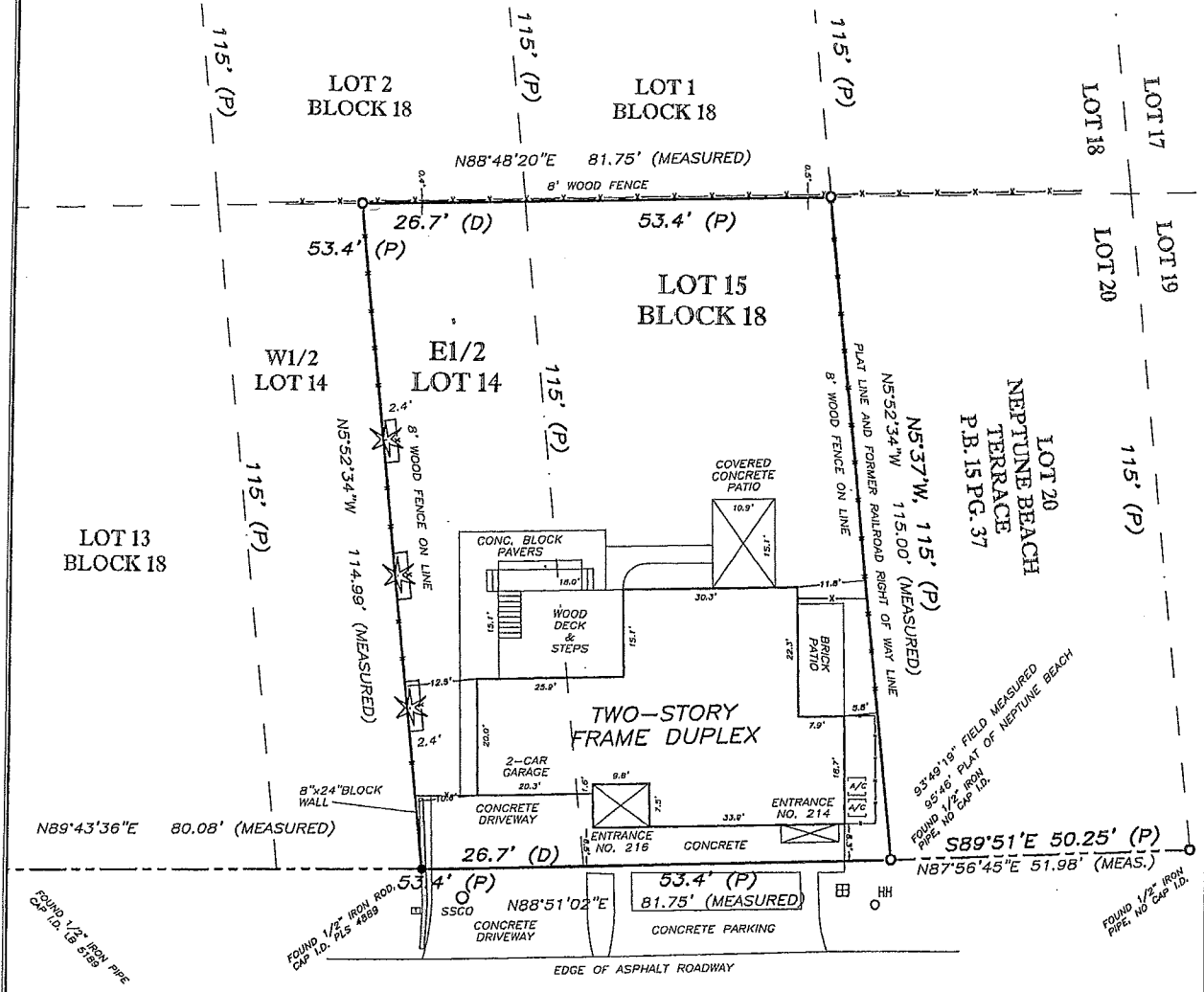
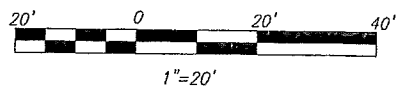
THE EAST ONE-HALF OF LOT 14 AND LOT 15, BLOCK 18, MERIMAR, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 30, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SURVEY NOTES :

1. BASIS OF BEARINGS BETWEEN MONUMENTS FOUND AND SHOWN MARKING THE NORTHERLY RIGHT OF WAY LINE OF BOWLES STREET AS SHOWN HEREIN AND REFERS TO FLORIDA STATE PLANE GRID, NAD83, EAST ZONE 901
2. UNDERGROUND UTILITIES OR FOUNDATIONS, OR PLUMBNESS OF STRUCTURAL WALLS SERVING THIS OR ADJACENT PROPERTIES HAVE NOT BEEN LOCATED, SHOWN, OR DETERMINED.
3. THERE MAY BE ESMT'S & CONDITIONS OF RECORD & NOT PART OF THIS RECORDED PLAT THAT HAVE NOT BEEN LOCATED OR SHOWN, WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY.
4. THIS SURVEY IS TO BE CONSIDERED INVALID IF MAP DOES NOT HAVE SURVEYORS ORIGINAL SIGNATURE AND AN EMBOSSED RAISED SURVEYORS SEAL.
5. LAST DATE OF FIELD SURVEY IS OCTOBER 25, 2016, LEGAL DESCRIPTION FURNISHED BY CLIENT AND NO ATTEMPT HAS BEEN MADE TO RESEARCH THE PUBLIC RECORDS FOR OTHER MATTERS OF TITLE.
6. THIS PROPERTY IS LOCATED IN FEMA FLOOD ZONE "X-SHADED" AS DEPICTED ON FEMA FLOOD INSURANCE MAP FOR COMMUNITY PANEL NO. 120077-0409-H, DATED JUNE 3, 2013.
7. THE PLAT OF MERIMAR DOES NOT SHOW BEARINGS OR THE ANGULAR RELATIONSHIP BETWEEN LOT OR BLOCK CORNERS. BOUNDARY RETRACTED FROM EXISTING CORNERS TOGETHER WITH COLLATERAL EVIDENCE OF OLD EXISTING FENCE LINES.



CERTIFICATION :
 I HEREBY CERTIFY TO PONTE VEDRA TITLE, LLC/ HATHAWAY & REYNOLDS, P.A., & CHICAGO TITLE INSURANCE COMPANY THAT THE LANDS HEREIN WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO OBSERVABLE ABOVE GROUND ENCROACHMENTS EXCEPT AS SHOWN, AND THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 / CHAPTER 51-17, FLORIDA, STATUTES.

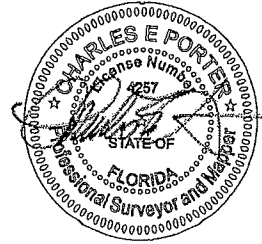


BOWLES STREET
 (50' PUBLIC RIGHT OF WAY)

SURVEYED BY: CP F.N. NO. 216433 PG'S 1-2 DRAWN BY: CEP CHECKED BY: CEP ORIGINAL MAPPING DATE: 10/29/16

ABBREVIATION & SYMBOL LEGEND

<p>A/C. = AIR CONDITIONER ON PAD BAL. = BALCONY B.O.H. = BUILDING OVERHANG/EAVE FND. = FOUND. S.F.N.F. = SEARCHED FOR NOTHING FOUND ESMT. = EASEMENT CONG. = CONCRETE COV. = COVERED CO. = COUNTY D.W. = DRIVEWAY S.W. = SIDEWALK TR. = TRAIL ST. = STATE C.M. = CONCRETE MONUMENT C. = CENTERLINE B.L. = BOUNDARY LINE P.L. = PROPERTY LINE F.L. = FLOW LINE D. = DEGREE OF ARC L. = ANGLE ± = MORE OR LESS</p>	<p>(D) = DEED (P) = PLAT MON. = MONUMENT I.P. = IRON PIPE I.R. = IRON ROD Δ = DELTA ANGLE CHD. = CHORD C.B. = CHORD BEARING A = ARC LENGTH R = RADIUS (R) = RADIAL (N.R.) = NON-RADIAL R/W = RIGHT OF WAY MARGIN (W) = WITNESS F.F.E. = FINISH FLOOR ELEVATION F.P. & L. = FLORIDA POWER AND LIGHT J.E.A. = JACKSONVILLE ELECTRIC AUTHORITY J.E.A.E. = JACKSONVILLE ELECTRIC AUTHORITY EASEMENT J.E.A.E.E. = JACKSONVILLE ELECTRIC AUTHORITY EQUIPMENT EASEMENT</p>	<p>C.E.C. = CLAY ELECTRIC CO-OPERATIVE C.C.U.A. = CLAY COUNTY UTILITY AUTHORITY B.M. = BENCHMARK B.R.L. = BUILDING RESTRICTION LINE J.W.L. = JURISDICTIONAL WETLANDS LINE T.B.M. = TEMPORARY BENCH MARK U.D. = UNDERDRAIN U.G. = UNDERGROUND U.D.E. = UNOBSTRUCTED DRAINAGE EASEMENT U.G.E. = UNDERGROUND ELECTRIC P.P. = POWER POLE P.B. = PLAY BOOK PG. = PAGE U.P. = UTILITY POLE G.P.S. = GLOBAL POSITIONING SURVEY G.I.S. = GEOGRAPHIC INFORMATION SYSTEM LAT. = LATITUDE NORTH LONG. = LONGITUDE WEST P.C.C. = POINT OF COMPOUND CURVE P.T. = POINT OF TANGENCY P.O.B. = POINT OF BEGINNING</p>	<p>HH = UTILITY HAND HOLE P.O.C. = POINT OF COMMENCEMENT P.I. = POINT OF INTERSECTION P.R.C. = POINT OF REVERSE CURVE P.R.M. = PERMANENT REFERENCE MONUMENT P.C.P. = PERMANENT CONTROL POINT P.R.N. = PARKER SALON NAIL P.L.S. = PROFESSIONAL LAND SURVEYOR T.O.B. = TOP OF BANK B.O.B. = BOTTOM OF BANK E.O.W. = EDGE OF WATER M.N. = MAGNETIC NAIL M.T.S. = MINIMUM TECHNICAL STANDARDS NGVD29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929 NAVD83 = NORTH AMERICAN VERTICAL DATUM OF 1983 "X" = X-CUT IN CONCRETE XFMR = TRANSFORMER H = HORIZONTAL V = VERTICAL F.B. = FIELD BOOK F.N. = FIELD NOTES (M) = MEASURED</p>
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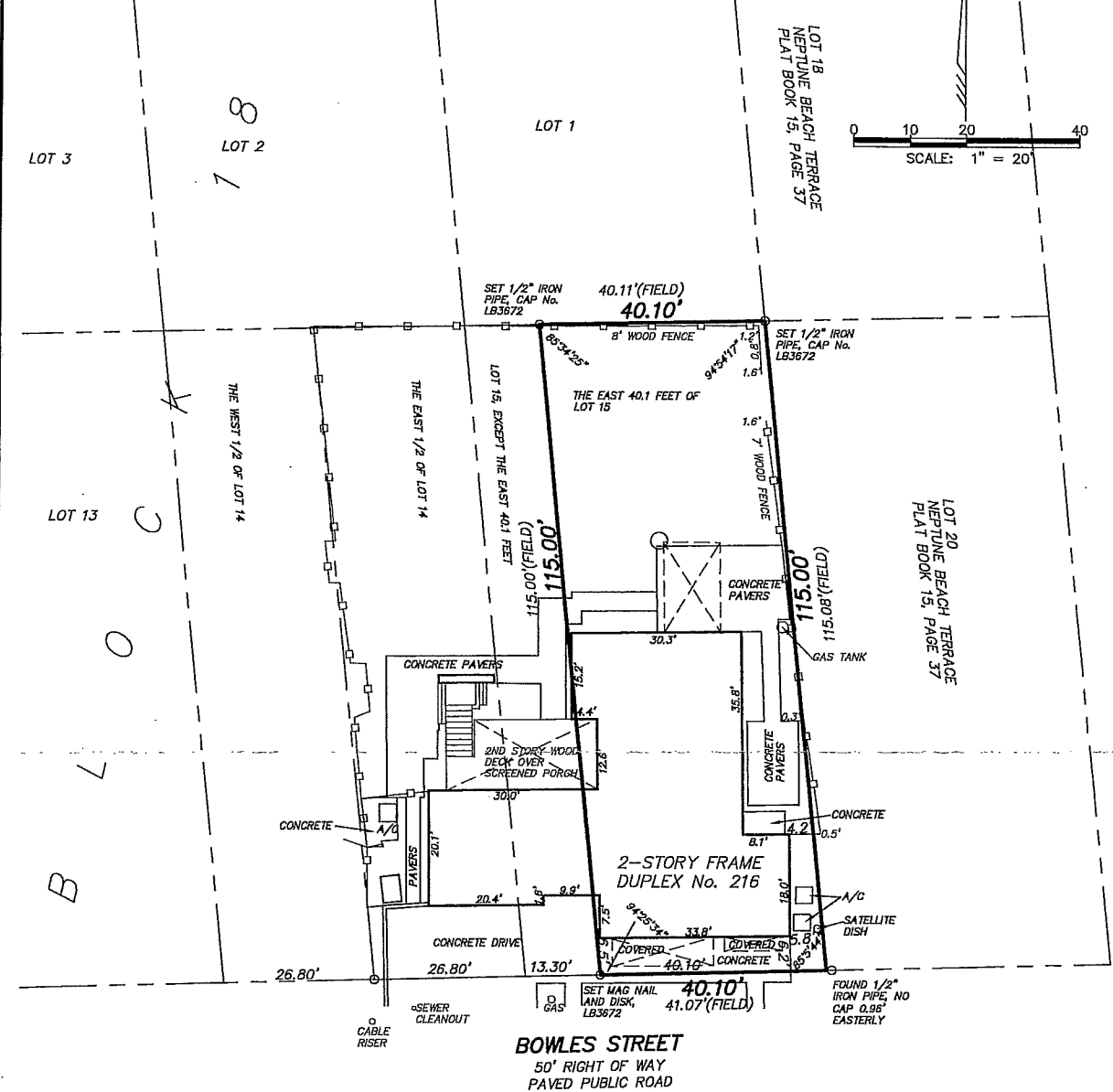
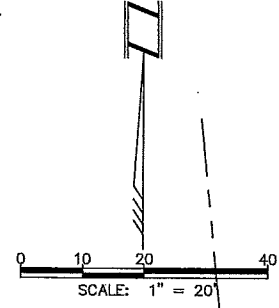


CHARLES E. PORTER
 PROFESSIONAL SURVEYORS AND MAPPERS
 2465 STOCKTON DRIVE, FLEMING ISLAND, FL 32003
 OFFICE: 904-234-5574 / cporter@portertss.com

EAST LOT

MAP SHOWING SURVEY OF

THE EAST 40.10 FEET AS MEASURED ALONG THE NORTHERLY RIGHT OF WAY BOWLES STREET (A 50' RIGHT OF WAY AS NOW ESTABLISHED) OF LOT 15, BLOCK 18, MERIMAR, AS RECORDED IN PLAT BOOK 8, PAGE 30, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. NORTH PROTRACTED FROM PLAT
3. INTERIOR ANGLES AS SHOWN HEREON.
4. NO BUILDING RESTRICTION LINES PER PLAT.

THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X" (SHADED) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP NUMBER 12031C0409J REVISED NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

THIS SURVEY WAS MADE FOR THE BENEFIT OF M + L JAY CO, LLC.

DONN W. BOATWRIGHT, P.S.M.
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHECKED BY: _____
 DRAWN BY: CL
 FILE: 2019-957-1

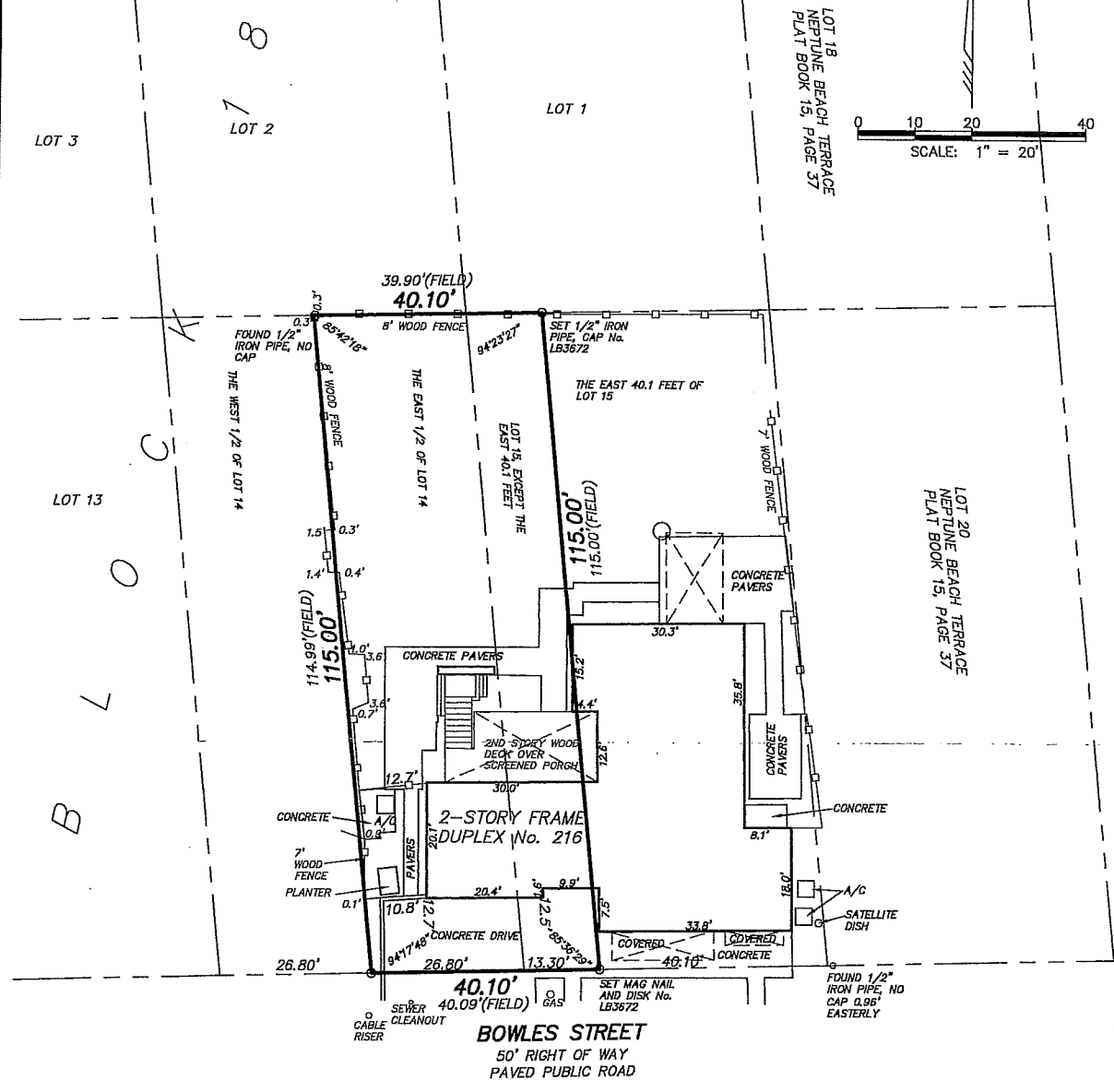
BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550

DATE:
 JUNE 28, 2019
 SHEET 1 OF 1

WEST LOT

MAP SHOWING SURVEY OF

THE EAST 1/2 OF LOT 14, TOGETHER WITH LOT 15, EXCEPT THE EAST 40.10 FEET AS MEASURED ALONG THE NORTHERLY RIGHT OF WAY BOWLES STREET (A 50' RIGHT OF WAY AS NOW ESTABLISHED), BLOCK 18, MERIMAR, AS RECORDED IN PLAT BOOK 8, PAGE 30, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



NOTES:

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3. INTERIOR ANGLES AS SHOWN HEREON.
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[Signature]

DONN W. BOATWRIGHT, P.S.M.
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3872

*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHECKED BY: _____
 DRAWN BY: CL
 FILE: 2019-957-2

BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: JUNE 28, 2019
 SHEET 1 OF 1



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

AGENDA ITEM:	7C-CDB 19-10- Development Permit Application for Construction of 1600-square foot office building
SUBMITTED BY:	Margaret Cornelius
DATE:	August 29, 2019
BACKGROUND:	A development permit application to construct a 1600 square foot office building has been submitted by Margaret Cornelius. The property is located on Atlantic Blvd. just west of the Brightway Insurance building at 1552 Atlantic Blvd. The building will consist of 6 offices with a common entrance and shared restrooms. The property is in the C-2 zoning district and offices are an allowable use in that district.
BUDGET:	N/A
RECOMMENDATION:	Community Development Board approved the Preliminary Development Order by a 7-0 vote on August 14, 2019.
ATTACHMENT:	CDB 19-10

CDB 19-10 An
application for a
development permit
0 Atlantic Blvd
RE#173326-0000

CDB 19-10 An application for a development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for the property known as 0 Atlantic Blvd. (RE#173326-0000). Applicant is proposing to construct an approximately 1600 square foot office building consisting of 6 offices with a common entrance and shared restrooms.

Staff stated the C-2 zoning district permitted profession and business offices. There is an existing billboard on a portion of the property that is schedule to be removed in 3 years. Once the billboard is removed, a new one could not be installed at a later date. The property does not currently have water or sewer and that the developer would be required to install the utilities to this property at their expense.

Margaret (Peggy) Cornelius, applicant, addressed the board. Would be building an office building to be used for her construction company as well as other like professionals. In negotiations with ClearView to remove the billboard. Will not be using concrete for the parking lot only for the slab of the building itself. Loves trees and has went to great lengths to save as many as possible at her personal property including a very large Magnolia.

Chairperson Goodin opened the floor for public comments.

Richard Allen, 135 Saltwind Circle, spoken in opposition of the proposed application for an office building. There is no need for another office space in Neptune Beach. Will require beautiful trees to be removed to build. Will displace animals such as hawks, owls and cats. Only stretch of land in Neptune Beach that has trees. Destroying the nature buffer between Summer Sands and Atlantic Blvd. Parking lots of asphalt or concrete adds to the thermal index. Trees are nature's way of cooling.

Mr. Allen presented pictures to the board of the area and other vacant store fronts.

There being no comments, the public hearing was closed.

Made by Dill, seconded by Livingston.

MOTION: TO APPROVE THE PRELIMINARY DEVELOPMENT ORDER FOR CDB 19-10.

Roll Call Vote:

Ayes: 7-Frosio, Kelly, McPhaul, , Livingston, Evens, Dill, Goodin

Noes: 0

MOTION APPROVED AND RECOMMEND TO CITY COUNCIL TO APPROVE THE FINAL DEVELOPMENT ORDER.

The applicant was informed that their request would be forwarded to the City Council for final approval on Tuesday September 3, 2019 at 6:00 pm and that someone should attend that meeting.

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: Staff

DATE: August 7, 2019

SUBJECT: CDB19-10 / 0 Atlantic Blvd RE# 173326-0000 – Development Order

Background

A development permit application to construct a 1600 square foot office building submitted by Margaret Cornelius. The property is located on Atlantic Blvd. Just west of the Brightway Insurance building at 1552 Atlantic Blvd. The building will consist of 6 offices with a common entrance and shared restrooms. The property is in the C-2 zoning district and offices are an allowable use in that district.

Analysis

Sec. 27-226. - Allowable uses within zoning districts

- (1) *Intent.* The C-2 zoning districts are intended to provide for retail sales and service for one (1) or more neighborhoods. This district corresponds to the commercial medium designation on the adopted future land use map.
- (2) *Permitted uses.* The uses permitted within the C-2 zoning district shall be:
 - b. Business and professional offices as follows: Building contractors and subcontractors (no outdoor storage of vehicles, materials, equipment or supplies), architects, accountants, doctors, dentists, miscellaneous health offices and clinics, veterinary clinic, and legal services;

There is an existing billboard on a portion of the property which is scheduled to be removed within 3 years. Once the billboard is removed, our code will not allow for another one to be installed.

This property does not currently have water or sewer available, property owner will be responsible for the cost to provide these services.

Table 27-229-1

Zoning District	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard Setback (1)	Minimum Side Yard Setback	Minimum Corner Lot Side Yard Setback	Minimum Rear Yard Setback	Maximum Lot Coverage	Maximum Building Height
R-1	12,000 square feet	100 feet	25 feet	10 feet	15 feet	30 feet	50 percent	28 feet(5)
R-2	10,000 square feet	85 feet	20 feet	10% of lot width and minimum of 7 feet	10 Feet	25 feet	50 percent	28 feet
R-3	5,000 square feet	50 feet	15 feet	10% of lot width and minimum of 7 feet	10 feet	25 feet	50 percent	28 feet
R-4	4,356 square feet(3)	40 feet	Flexible (4)	7 feet	8 feet	Flexible (4)	50 percent	28 feet
R-5	2,562 square feet/ dwelling unit (2)	Apartment Complexes: 200 feet. For Single Family Dwellings see (2)	30 feet	For Apartment Complexes: 25 feet. For Single Family Dwellings see (2)	For Apartment Complexes : 25 feet. For Single Family Dwellings see (2)	For Apartment Complexes : 30 feet. For Single Family Dwellings see (2)	For Apartment Complexes: 35 percent. For Single Family Dwellings see (2)	28 feet
C-1	7,500 square feet	60 feet	25 feet	10 feet	15 feet	10 feet	60 percent(6)	35 feet
C-2	10,000 square feet	80 feet	25 feet	15 feet	20 feet	15 feet	70 percent(6)	35 feet
C-3	15,000 square feet	100 feet	25 feet	20 feet	25 feet	20 feet	75 percent(6)	35 feet
CBD	None	None	None	5 feet	7 feet	5 feet	85 percent	35 feet

NOTES:

(1) More specific front yard setbacks shall apply in locating new structures around the following road segments: (See subsection 27-231(b)).



RECEIVED JUL 08 2019 CDB 19-10

APPLICATION FOR DEVELOPMENT PLAN REVIEW

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 Residentially Zoned Property
\$500 Commercially Zoned Property plus \$.0050 (1/2 cent) for each square foot of land or \$1,500
whichever is greater**

Date Filed: 7-8-19

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner:	Telephone: 904-249-9706
MARGARET CORNELIUS	E-Mail: PEGGY@CORNELIUSCONSTRUCTION.COM
218 BAY ST., NEPTUNE BCH. 32266	Real Estate #: 173326-0000
Property Address (if different from mailing):	Lot 32-37 + 1/2 closed st. Block: 15
o ATLANTIC BLVD	Subdivision: FLA BEACH PLAT 2 PRADO FERRER
	Zoning District:

Name and Address of Agent/Applicant:	Telephone:
	E-Mail:

Describe Request being made:

BUILD NEW COMMERCIAL BLDG

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

Margaret Cornelius
Signature of the Owner

State of Fla
County of Duval

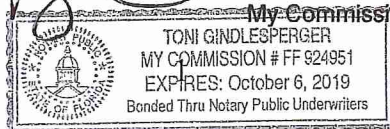
Signed and sworn before me on this 8 day of July, 20 19.

By Margaret Cornelius

Identification verified: [Signature] Oath sworn: Yes No

[Signature]
Notary Signature

My Commission expires: _____



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

Application Type:

Preliminary Development Plan Commercial
Development Plan Commercial
Champion/Heritage Tree Removal

Preliminary Development Plan Residential
Development Plan Residential
Replat (Must submit current survey and surveys showing proposed parcels)

For the complete list of requirements see Article III in Chapter 27 of the Code of Ordinances.

Commonly required items for preliminary development review.

Material required: (check applicable items)

- Site Plan
- Floor Plan
- Elevation (four sides)
- Landscape Plan/ Existing Tree Survey
- Surveys (sometimes including Tree and/or Soils)
- Parking Plan (may be included on another plan)
- Impervious Surface Calculations
- Stormwater and drainage plan
- Lighting Plan (exterior only)
- Wetland Buffer
- Signage Plan
- Current Legal Survey
- Utility Plan
- Existing and proposed easements
- Existing and proposed easements

Disclaimer: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations of the City of Neptune Beach, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only. For a complete description of requirements, refer to Chapter 27 of the Unified Land Development Regulations.

MAP SHOWING BOUNDARY SURVEY OF

Lots 32, 33, 34, 35, 36 and 37, Block 15, Prado Ferrer Replat of Plat 2 of Florida Beach, a subdivision according to the plat thereof recorded in Plat Book 11, Page 61, (except that portion in road right of way) of the Public Records of Duval County, Florida, together with the North 1/2 of a closed 20 foot alley lying Southerly of Lots 32 through 37, Block 15, Prado Ferrer, a replat of Florida Beach, as recorded in Plat Book 11, Page 61, of the public records of Duval County, Florida, together with that part of the West 1/2 of Olive Road lying North of the Easterly projection of the center line of said alley.

Excepting therefrom any portion lying within Lot 31D, Summer Sands Unit Three, P.B. 44, pages 86, 86A, and 86B, of the public records of Duval County, Florida.

CERTIFIED TO: Sunshine Coast Construction, Inc.
Joseph M. Rumanick
Ian N. Rosenfield, as Trustee of the Ian N. Rosenfield Living Trust
Sandra R. Oesinsky
Ansbacher & Schneider, P.A.
Old Republic National Title Insurance Company

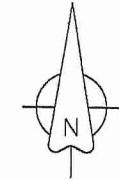
LINE	BEARING	DISTANCE
L1 (C)(FM)	N 80°12'50" E	30.40'
L2 (C)(FM)	N 89°24'52" W	10.70'
L3 (C)(FM)	S 44°00'14" W	14.22'

Abbreviations

- A - Denotes Area Length distance
- A/C - Denotes Air Conditioner
- ADS - Denotes Polyethylene Pipe
- Bas. - Denotes Basement
- B.R.L. - Denotes Building Restriction Line
- (C) - Denotes Calculated per Right of Way map and/or Plat
- Ch - Denotes Chord Distance
- Ch - Denotes Chord Bearing
- (Coed) - Denotes per Record Dead
- ED - Denotes Edge Concrete
- EO - Denotes Edge of Curb
- EP - Denotes Edge of Pavement
- Fd - Denotes Fence
- (F) - Denotes Fence Line inside subject property line
- (FO) - Denotes Fence Line outside subject property line
- (FLS) - Denotes Fence Line on subject property line
- (FM) - Denotes Measured Dimension made in field or substantiated by Field Traverse measurements
- (FM) - Denotes Guy Wire inside of subject property line
- Id - Denotes Identification
- IP - Denotes Iron Pipe
- IR - Denotes Iron Pipe or Rebar
- LB - Denotes Licensed Business
- (L.A.) - Denotes Lot Area
- MD - Denotes Mail Box
- OE - Denotes Overhead Electric Line
- O.R.B. - Denotes Official Records Book
- O.R.V. - Denotes Official Records Volume
- PA - Denotes Plat Dimension shown on recorded Plat
- P.B. - Denotes Plat Book
- P.C. - Denotes Point of Curve
- Pg. - Denotes Page
- Pgs. - Denotes Pages
- P.L.S. - Denotes Professional Land Surveyor
- P.M.S. - Denotes Professional Surveyor and Mapper
- P.T. - Denotes Point of Tangent
- PL - Denotes Point
- P.R.C. - Denotes Point of Reverse Curve
- R - Denotes Radius Distance
- Ref. - Denotes Reference
- R/W - Denotes Right of Way
- U.O.N. - Denotes Unless Otherwise Noted

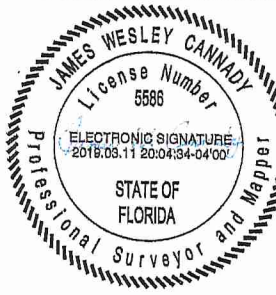
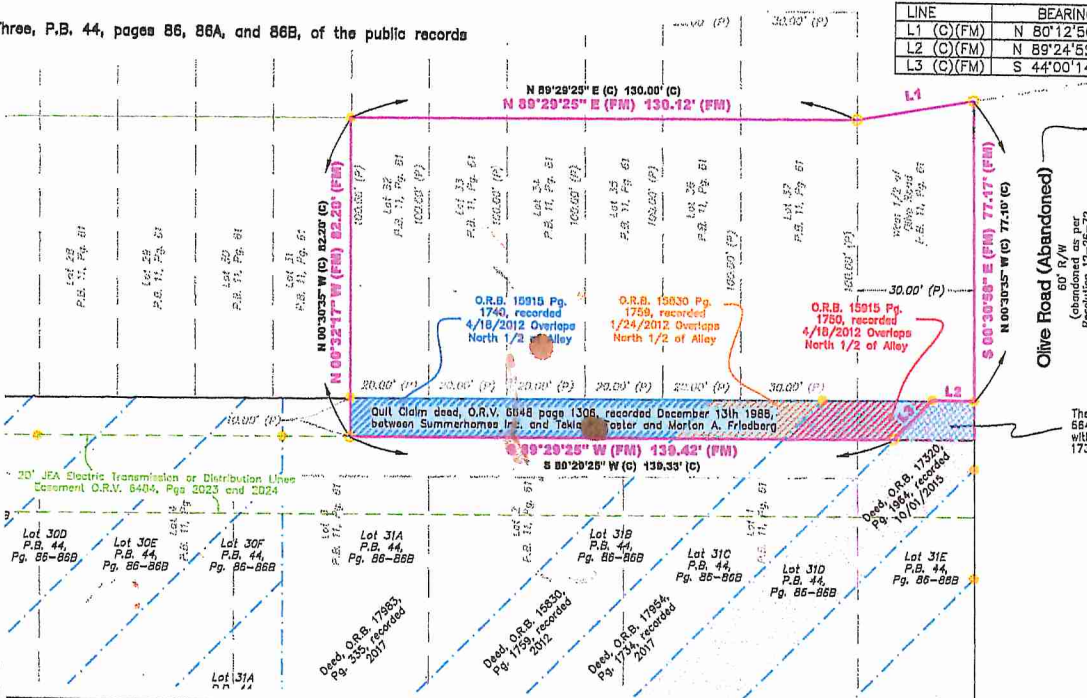
LEGEND

- Fd. IP also noted - No Id. U.O.N.
- Set 1/2" IP Canopy LB # 7080
- Fd. IR also noted - No Id. U.O.N.
- Nail and Disk as noted
- Concrete Power Pole
- Denotes Line not to scale
- Denotes Easement Line
- Denotes Fence Line
- Denotes Overhead Electric
- Denotes Concrete Area



General Notes

1. This is a Map showing Boundary Survey.
2. Bearings are based on the Southerly right of way line of Atlantic Boulevard, being the Assumed Bearing of N 89° 25' 25" E, as per FDOT right of way map (Map Book E - Page 206) Section 72100.
3. There may be Restrictions or Easements that are not shown on this map that may be found in the Public Records of this County or evidenced by Title examination.
4. This survey was performed with the benefit of a Title Commitment prepared by Old Republic National Title Insurance Company and issued through Ansbacher and Schneider P.A. The commitment is dated February 11, 2019 at 5:00pm, (File # 19021792 - Issuing Office File # 190144)
5. The Property shown hereon embraced by heavy lines is based on a Legal Description provided by Client's agent.
6. This Survey does not reflect or determine Ownership.
7. By Graphic Platting only, the property shown hereon lies within zone **DC**, as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community Panel Number: 120079-04084, Map revised date: November 2, 2018.
8. This Survey shows only the Above Ground Indicia, No Underground Utilities, Footers, Structures, or Improvements are shown on this map.
9. The maximum allowable Horizontal Relative Positional Accuracy for an American Land Title Association / National Society of Professional Surveyors Land Title Survey is 0.07" plus 50 parts per million (based on the direct distance between the two points being accuracy tested). This survey meets or exceeds the Horizontal Relative Positional Accuracy of 0.07" plus 50 parts per million for all control points, boundary monuments, building corners and fence corners.



I hereby certify that this survey was made to the best of my knowledge and belief and meets the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

By: James W. Cannady, Professional Surveyor & Mapper, Certificate No. 5586, State of Florida

Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for Informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for Informational purposes only, and is Not valid.

Address of Property Duval County Parcel Id # 173326-0000	Drawn By: CC	Checked By: WC
	Scale: 1" = 30'	
	Field Date: 3/7/2019	
	Job Number: 19-012	
Sheet Number: 2 of 2	File Number: B-256	
2886 Plummer Cove Road Jacksonville, Florida 32223 Phone: (904) 647-8943 Licensed Business No.: 7080 EMAIL: wes@cannadysurvey.com		

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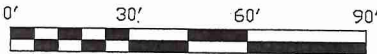
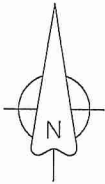
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- Bvd. - Denotes Boulevard
- B.R.L. - Denotes Building Restriction Line
- C - Denotes Calculated per Right of Way map and/or Plat
- cb - Denotes Chord Bearing
- Ch - Denotes Chord
- Conc. - Denotes Concrete
- (Dead) - Denotes per Record Dead
- EG - Denotes Edge of Concrete
- ES - Denotes Edge of Easement
- ESR - Denotes Edge of Grovel
- EP - Denotes Edge of Pavement
- Fd. - Denotes Fount
- (F) - Denotes Fence Line inside subject property line
- (FO) - Denotes Fence Line outside subject property line
- (FOL) - Denotes Fence Line on subject property line
- (FM) - Denotes Measured Dimension made in field or substantiated by Field Traverse measurements.
- (GW) - Denotes Guy Wire inside of subject property line
- Id - Denotes Identification
- IP - Denotes Iron Pipe
- IR - Denotes Iron Pin or Rebar
- LB - Denotes Licensed Business
- (L.B.) - Denotes Map Book
- ND - Denotes Nail & Disk
- OE - Denotes Overhead Electric Line
- O.R.B. - Denotes Official Record Book
- O.R.V. - Denotes Official Records Volume
- (P) - Denotes Plat Dimension shown on recorded Plat
- P.B. - Denotes Plat Book
- P.C. - Denotes Point of Curve
- Pg. - Denotes Page
- Pgs. - Denotes Pages
- P.L.S. - Denotes Professional Land Surveyor
- PS&M - Denotes Professional Surveyor and Mapper
- P.T. - Denotes Point of Tangent
- PI - Denotes Point
- P.R.C. - Denotes Point of Reverse Curve
- R - Denotes Radius Distance
- Ref. - Denotes Reference
- R/W - Denotes Right of Way
- U.O.N. - Denotes Unless Otherwise Noted

LEGEND

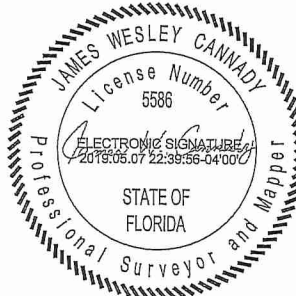
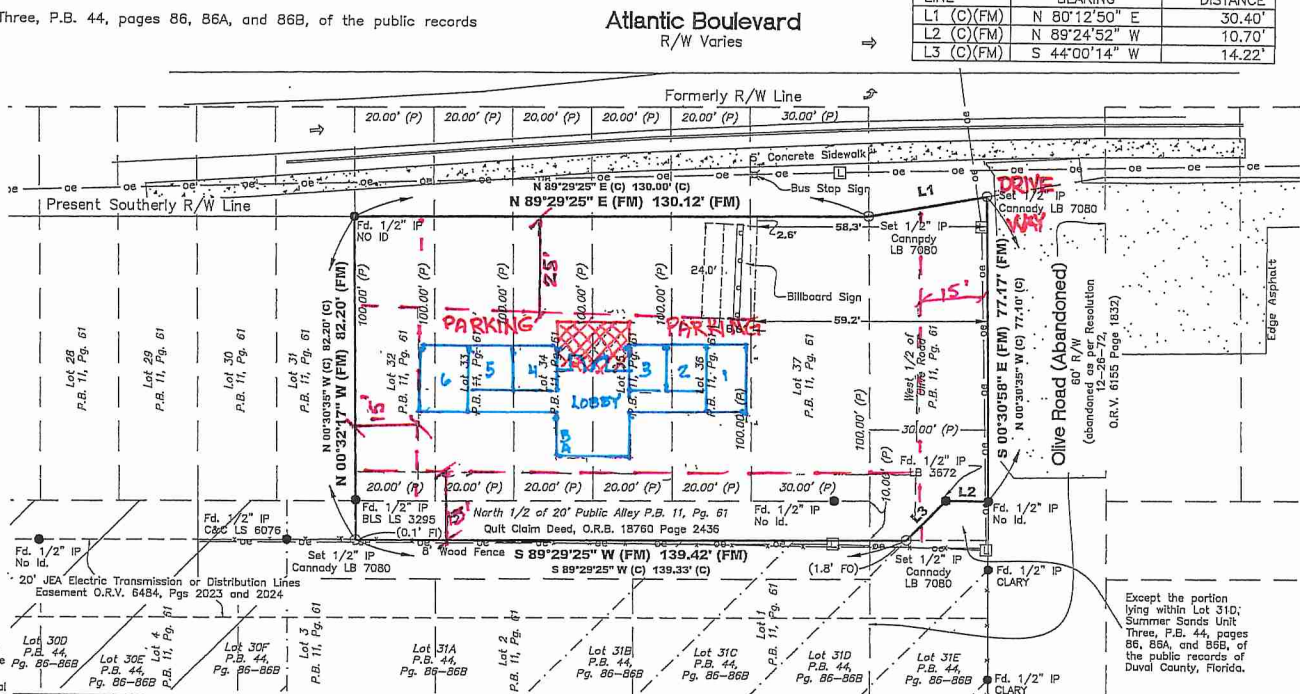
- Fd. IP size noted - No Id. U.O.N.
- Set 1/2" IP Cannady LB # 7080
- ⊙ Fd. IR size noted - No Id. U.O.N.
- ⊙ Nail and Disk as noted
- ▭ Concrete Paver Pole
- Denotes Line not to scale
- Denotes Easement Line
- Denotes Edge of Grovel
- Denotes Edge of Pavement
- Denotes Fount
- Denotes Fence Line
- Denotes Overhead Electric
- ▭ Denotes Concrete Area



General Notes

1. This is a Map showing Boundary Survey.
2. Bearings are based on the Southerly right of way line of Atlantic Boulevard, being the Assumed Bearing of N 89° 29' 25" E, as per FDOT right of way map (Map Book E - Page 206) Section 72100.
3. There may be Restrictions or Easements that are not shown on this map that may be found in the Public Records of this County or evidenced by Title examination.
4. This survey was performed with the benefit of a Title Commitment prepared by Old Republic National Title Insurance company and issued through Ansbacher and Schneider P.A.. The commitment is dated February 11, 2019 at 5:00pm. (File # 19021792 - Issuing Office File # 190144)
5. The Property shown herein embraced by heavy lines is based on a Legal Description provided by Client's agent.
6. This Survey does not reflect or determine Ownership.
7. By Graphic Plotting only, the property shown herein lies within zone: "X" as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community Panel Number: 120079-040BJ, Map revised date: November 2, 2018.
8. This Survey shows only the Above Ground Inclusions, No Underground Utilities, Footers, Structures, or Improvements are shown on this map.
9. The maximum allowable Horizontal Relative Positional Accuracy for an American Land Title Association / National Society of Professional Surveyors Land Title Survey is 0.07 plus 50 parts per million (based on the direct distance between the two points being accuracy tested). This survey meets or exceeds the Horizontal Relative Positional Accuracy of 0.07 plus 50 parts per million for all control points, boundary monuments, building corners and fence corners.

Revised Date: 5/7/2019 - Added Quit Claim Deed O.R.B. 18760, Page 2436.



I hereby certify that this survey was made to the best of my knowledge and belief and meets the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

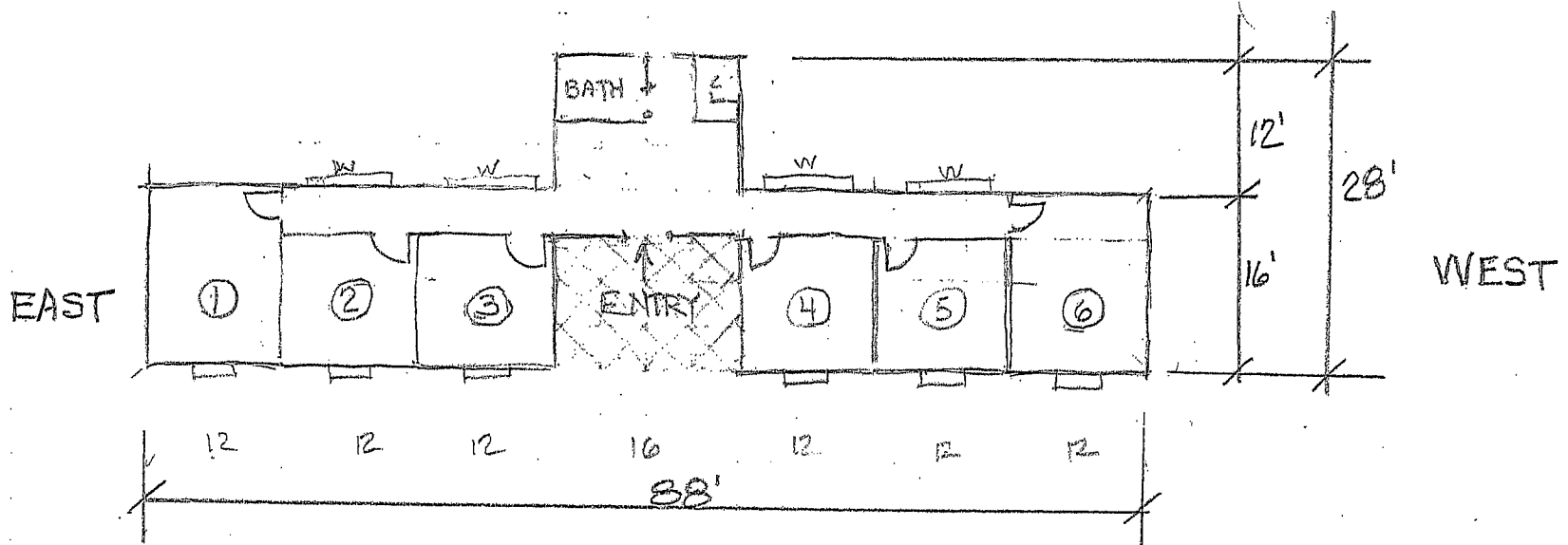
By: James W. Cannady, Professional Surveyor & Mapper, Certificate No. 5586, State of Florida

Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid.

Address of Property: Duval County Parcel Id # 173326-0000	Drawn By: CC	Checked By: WC
Scale: 1" = 30'	Field Date: 3/7/2019	
Sheet Number: 1 of 1	Job Number: 19-012	
File Number: B-256	2988 Plummer Cove Road Jacksonville, Florida 32223 Phone: (904) 647-8943 Licensed Business No.: 7080 EMAIL: wes@cannadysurvey.com	



SOUTH



NORTH

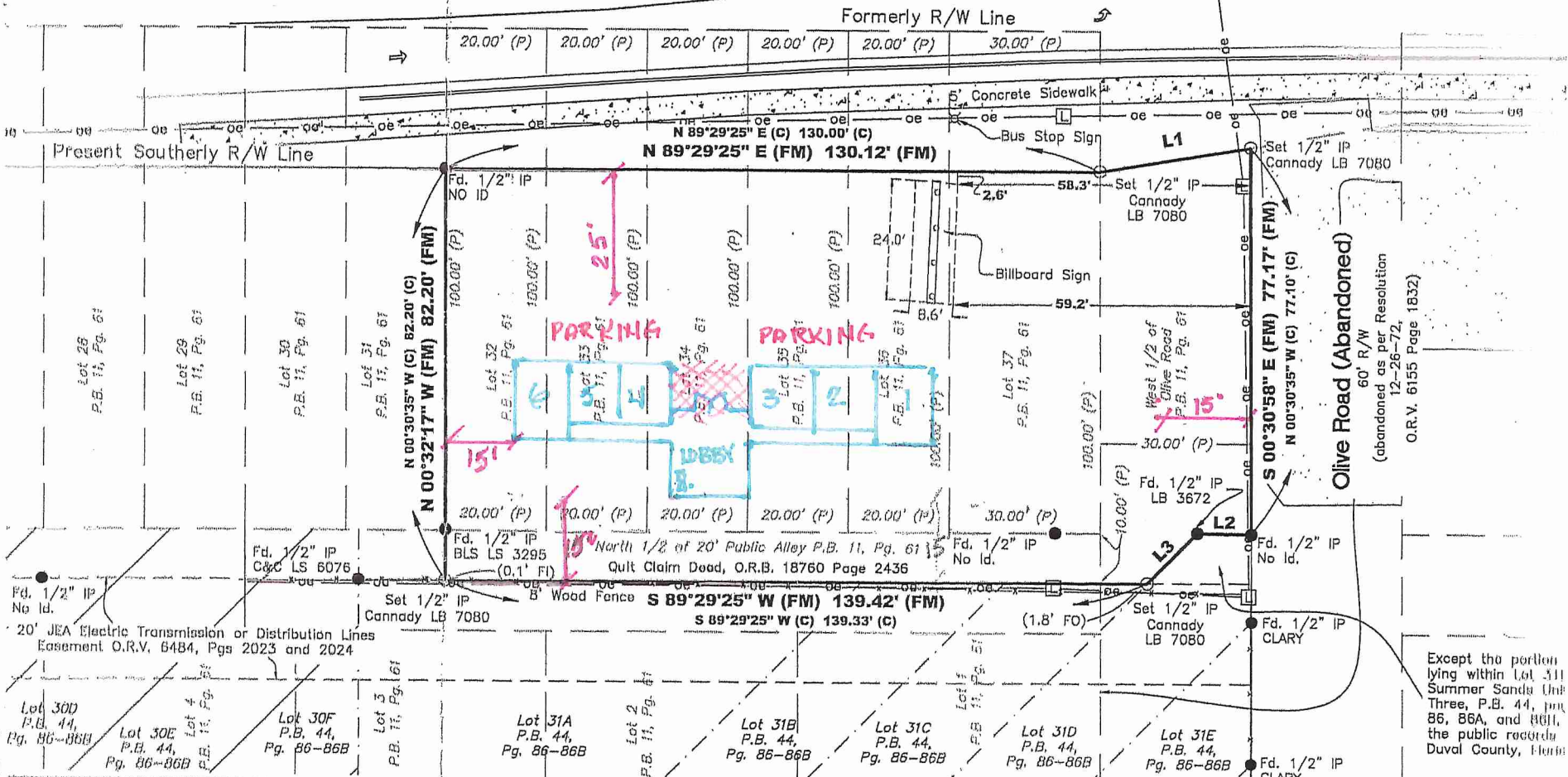
Atlantic Boulevard

R/W Varies

LINE	BEARING	DISTANCE
L1 (C)(FM)	N 80°12'50" E	50'
L2 (C)(FM)	N 89°24'52" W	10'
L3 (C)(FM)	S 44°00'14" W	1'

L.O.N.
'080
L.O.N.

to scale
to Easement Line
to Fence Line
to Overhead Electric
to Concrete Area



ng the Assumed
206) Section 72100.
may be found in the
Pg. 86-86B

Old Republic National
amendment is dated

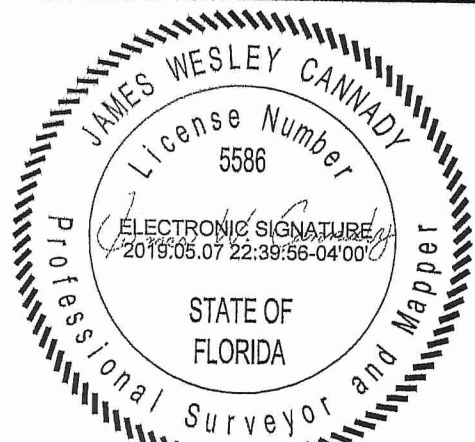
ption provided by

shown on the Federal
Insurance Rate Map
2018.

ars, Structures, or

Land Title Association
to per million (based
meets or exceeds
control points,

Except the portion
lying within Lot 311
Summer Sands Unit
Three, P.B. 44, pp.
86, 86A, and 86B,
the public records
Duval County, Florida

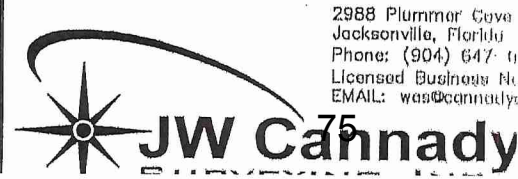


I hereby certify that this survey was made to the best of my knowledge and belief and meets the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

By: James W. Cannady, Professional Surveyor &

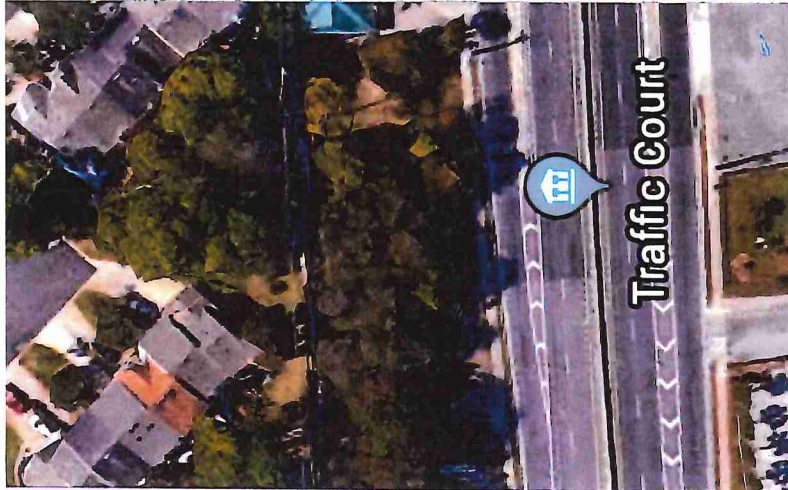
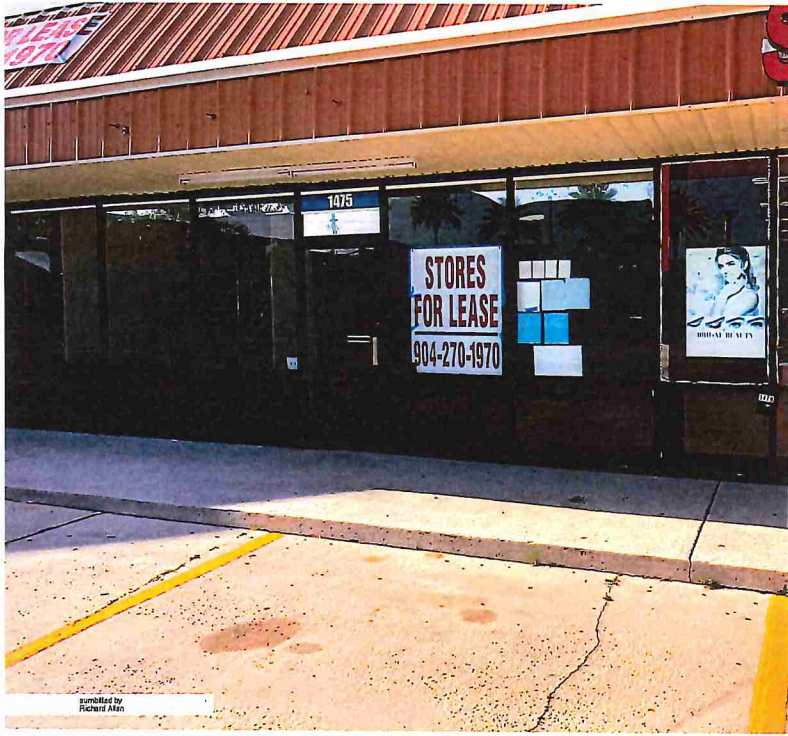
Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid.

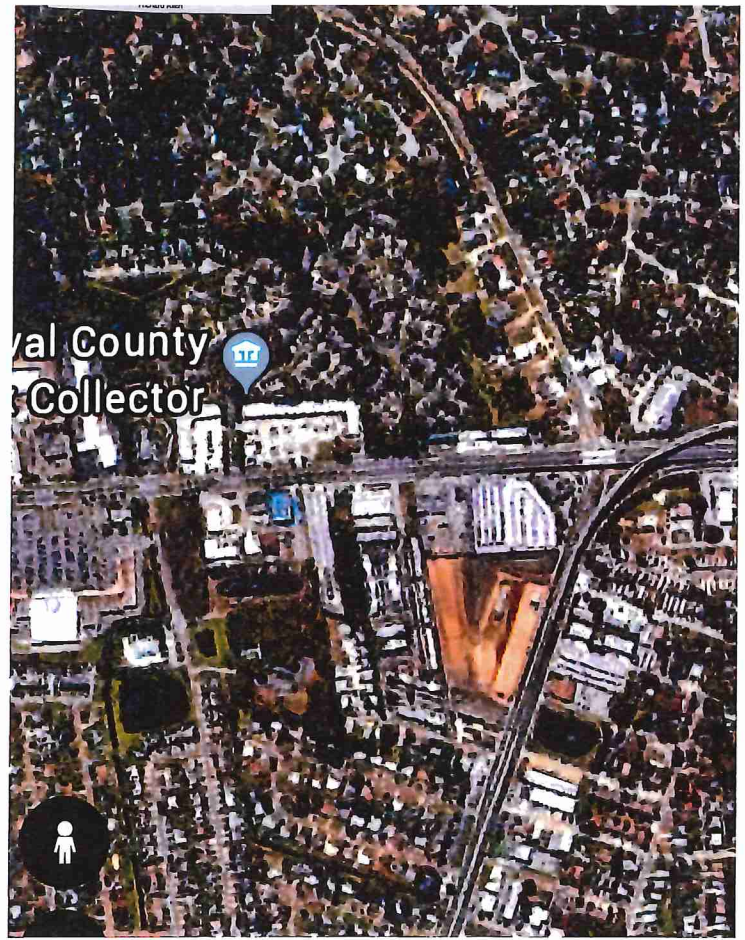
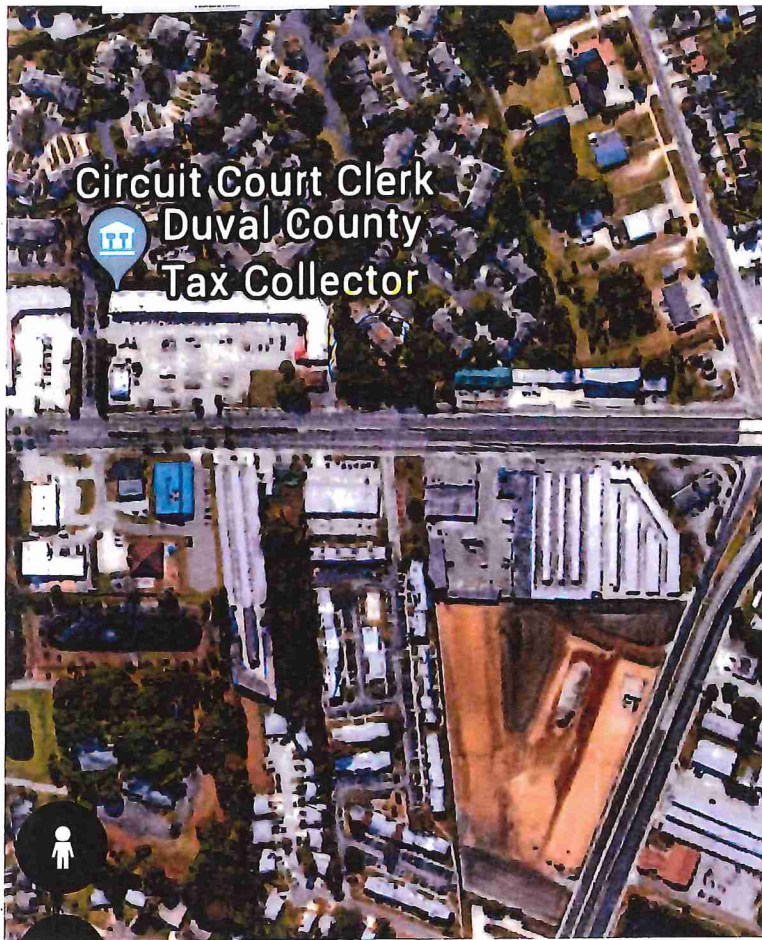
Address of Property:	Drawn By: CC	Check
Duval County Parcel Id # 173326-0000	Scale: 1" = 30'	
	Field Date: 3/1/20	
	Job Number: 19-01	
Sheet Number: 1 of 1	File Number: 8-25	





CORNELIUS CONSTRUCTION COMPANY
NEW DESIGN CENTER









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

AGENDA ITEM:	7D-CDB 19-11 Application for a variance to both side yards to build commercial building in the future
SUBMITTED BY:	Meatball Enterprises Nicole and Derek DeLoretto
DATE:	August 29, 2019
BACKGROUND:	<p>The subject property is located on Poinciana Road directly behind the J. Wendell Fargis Lodge at 2130 Florida Blvd. This is a vacant lot that is 50 feet by 133 feet, approximately 6650 square feet in size. This property is in the commercial C-2 zoning district. The property owner will be required to install all utilities and pay for their portion of the roadway adjacent to this property.</p> <p>The variance request is to allow for a wider building on a narrow lot.</p>
BUDGET:	N/A
RECOMMENDATION:	Community Development Board denied the variance by a 7-0 vote on August 14, 2019.
ATTACHMENT:	CDB 19-11

Application for
Variance CDB V19-11
0 Poinciana Road
RE#173340-0000

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

Staff reported the property is located on Poinciana Road directly behind the J. Wendel Fargis Lodge on Florida Blvd. The vacant lot is 50 feet by 133 feet deep in the C-2 zoning district. The property is on a dirt road and the owner will be required to install all utilities as well as pay for their portion of roadway adjacent to the width of the property.

Ms. DeLoreto, property owner, addressed the board. The lot is 50 by 120. Trying to construct a building 80 feet wide by 50 rather than a longer building and be mindful of the neighbors. There will be office and storage for wife's yoga business. The yoga studio is on Third Street and is at capacity there, this will be used just for the office.

Board discussion: The applicant is willing to trade the smaller width for a deeper depth. The applicant could build 20-foot wide by 90 feet but is asking to make the builder shorter leaving more space in the rear of the building.

There needs to be more quality type businesses in the area instead of warehouse type buildings.

No unique hardship, other lots could be purchased.

C-2 allows for a vary of business such as restaurant, professional office, banking and exercise and fitness studio. This area is under utilized and the code needs to be changed to open up the uses.

Made by McPhaul, seconded by Dill.

MOTION: TO DO THE FINDING OF FACT FOR CDB V19-11.

APPROVED BY CONSENSUS.

MOTION CARRIED

STATEMENT OF FACTS

- 1) *The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.*

Goodin: Multiple similar properties adjacent.

Dill: The property is long/narrow will not allow for a building that is traditional in aesthetic.

Kelly: No, it does not have a unique hardship.

Livingston: There is no unique circumstance creating a hardship.

McPhaul: There is no unique circumstance.

Frosio: The lot is not unique.

Evens: Not unique.

2) *The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.*

Goodin: Reasonable use is available, although its barely reasonable and unappealing.

Dill: Minimum for a "reasonable" normal use & aesthetics.

Kelly: It is not the minimum, created by owner.

Livingston: The proposed variance is not necessary for use of land.

McPhaul: You can reasonably use property with current setbacks.

Frosio: A building can still be built.

Evens: Architectural. Subjective issue.

3) *The proposed variance would not adversely affect adjacent and nearby properties or the public in general.*

Goodin: Would help neighbors.

Dill: Would possible affect nearby/adjacent properties.

Kelly: It would encroach on other properties once developed if permitted.

Livingston: It would not adversely affect nearby properties.

McPhaul: Creates crowding of lot lines for other property owners.

Frosio: It would probably be more aesthetically pleasing.

Evens: Likely not.

4) *The proposed variance will not substantially diminish property values in or alter the essential character of the area surrounding the site.*

Goodin: Would increase values as a new building versus vacant land.

Dill: Potentially diminish the other property as smaller easements.

Kelly: It will diminish other properties if developed.

Livingston: It could affect property values of the nearby lots.

McPhaul: Do not know what could happen.

Frosio: It will not.

Evens: Variance may enhance.

5) *The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area of the ULDC.*

Goodin: Meets other requirements and uses.

Dill: Intent is to build in a manner to beautify & enhance Neptune Beach this seems consistent.

Kelly: No, not with general intent.

Livingston: the variance is not in harmony w/the ULDC.

McPhaul: Not in harmony.

Frosio: Violates setbacks.

Evens: Not at this time.

6) *The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.*

Evens: Not at this time.

6) *The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.*

Goodin: Created by applicant & poor zoning codes.

Dill: Has been crated by owner.

Kelly: No, it has been created by applicant.

Livingston: The owner knew about or should have known of the requirements at purchase.

McPhaul: It is being created by actions of property owner.

Frosio: Wants to build a build a building more suited to his needs created by him.

Evens: Narrow lot.

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.*

Goodin: No other properties have received it.

Dill: Would confer special privilege.

Kelly: No, it will confer special privilege.

Livingston: It would grant a special privilege because there is no hardship.

McPhaul: It doesn't have unique circumstances or hardship if approve would create special privilege.

Frosio: Special privilege.

Evens: Would be special privilege for narrow lots.

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

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

Made by Dill, seconded by Frosio.

MOTION: TO APPROVE VARIANCE REQUEST CDB V09-11TO THE SIDE YARDS WITH THE CONDITION THAT A 25 FOOT REAR SETBACK MUST BE MAINTAINED IN LIEU OF THE REQUIRED 15 FEET.

Roll Call Vote:

Ayes: 0

Noes: 7-Kelly, Frosio, McPhaul, Livingston, Evens, Dill, Goodin

REQUEST FOR VARIANCE WAS DENIED.

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district.

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	NO	multiple similar properties adjacent.
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	No	reasonable use is available, although it's not a barely reasonable & unappealing
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	Yes	Would help neighbors
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	Yes	Would increase values of as a new building versus adjacent land
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	Yes	meets other code requirements & uses.
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	no	created by applicant & poor zoning codes
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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	no Yes	no other properties have received it

I, Christopher Goodin, member of the Community Development Board, based on the above findings, recommend (APPROVAL) or (DENIAL) of the above subject variance.

Christopher Goodin (Board Member)

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district.

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	YES	The property is long/narrow will not allow for a building that is traditional in aesthetics
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	YES	Minimum for a "reasonable" normal use ≠ aesthetics
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	NO	would possibly affect nearby/adjacent property
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	NO	Potentially diminish the other property that has as similar easements
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	YES	intent is to build in a manner to beautify & enhance Neptune Beach this seems consistent
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	NO	HAS BEEN CREATED BY 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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	NO	Would confer special privilege

I, FYAN DILL, member of the Community Development Board, based on the above findings, recommend (APPROVAL) or (DENIAL) of the above subject variance.

Fyan Dill (Board Member)

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district.

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	N	<i>No it does not have a unique hardship.</i>
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	N	<i>It is not the minimum, created by owner.</i>
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	N	<i>It would encroach on other properties once developed if permitted.</i>
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	N	<i>It will diminish other properties if developed.</i>
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	N	<i>no, not with general intent.</i>
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	N	<i>no, It has been created by applicant.</i>
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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	N	<i>no it will confer special privilege.</i>

I, DIANA KELLY, member of the Community Development Board, based on the above findings, recommend **(APPROVAL)** or **(DENIAL)** of the above subject variance.

Diana Kelly (Board Member)

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district. *maintain 25 ft. in the rear yard setback.*

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	NO	<i>There is no unique circumstance creating a hardship.</i>
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	NO	<i>The proposed variance is not necessary for use of land.</i>
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	YES	<i>It would not adversely affect nearby properties.</i>
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	NO	<i>It could affect property values of the nearby lots.</i>
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	NO	<i>The variance is not in harmony w/ the ULDC.</i>
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	NO	<i>The owner knew about, or should have known of the requirements at purchase.</i>
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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	NO	<i>It would grant a special privilege b/c there is no hardship.</i>

I, Nia Livingston, member of the Community Development Board, based on the above findings, recommend **(APPROVAL)** or **(DENIAL)** of the above subject variance.



(Board Member)

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

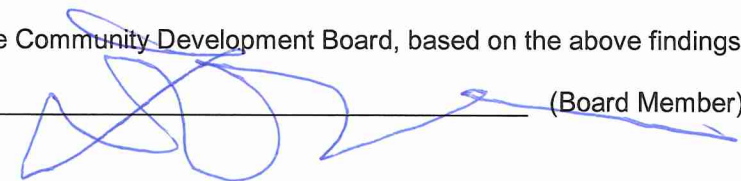
CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district.

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	N	There is no unique circumstance
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	N	You can reasonably use property with current setbacks
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	N	creates crowding of lot lines for other property owners
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	Y	Do not know what could happen
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	N	Not in harmony
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	N	property was purchased It is being created by actions of property 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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	N	It doesn't have a unique circumstance or hardship cannot so if was approved would create special privilege

I, Lauren McPhaul, member of the Community Development Board, based on the above findings, recommend **(APPROVAL)** or **(DENIAL)** of the above subject variance.



(Board Member)

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district.

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	No	the lot is not unique
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	No	a building can still be built
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	yes	it would probably be more aesthetically pleasing
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	yes	it will not
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	No	violates setbacks
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	No	wants to build a building more suited to his needs created by him
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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	No	special privilege

I, Bob Fross, member of the Community Development Board, based on the above findings, recommend **(APPROVAL)** or **(DENIAL)** of the above subject variance.

(Board Member)

**COMMUNITY DEVELOPMENT BOARD
REQUIRED FINDINGS NEEDED TO ISSUE A VARIANCE**

Public Hearing Date: 8/14/2019

Applicant: O Poinciana Rd (RE#173340-0000)

CDB V19-11

Request: Vary Table 29-229-1 to both side yards setbacks. The request is for 5 feet on each side leaving 10 feet in lieu of the required 15 feet in the C-2 zoning district.

ALL MEMBERS MUST GIVE FINDINGS OF "YES" OR "NO" AND JUSTIFY YOUR REASON. IF YOU ANSWER "NO" TO ONE OR MORE OF THE FINDINGS, YOU ARE REQUIRED TO VOTE TO DENY REQUEST.

Required Findings Section 27-147 Adopted Sept. 7, 2010	Finding Yes/No	Justification/Reason for Finding
1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	NO	not unique
2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land. <i>(answer "yes" if you think it does, or "no" if it does not)</i>	NO	architectural & subjective issue
3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general. <i>(answer "yes" if you think it would not, or "no" if it would)</i>	Yes	likely not
4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	Yes	variance may enhance
5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC. <i>(answer "yes" if you think it is, or "no" if it is not)</i>	NO	not at this time
6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought. <i>(answer "yes" if you think it has not, or "no" if it has)</i>	Yes	narrow lot
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 in the same zoning district. <i>(answer "yes" if you think it will not, or "no" if it will)</i>	NO	would be special privilege for narrow lots

I, Aaron Evans, member of the Community Development Board, based on the above findings, recommend (APPROVAL) or (DENIAL) of the above subject variance.

Aaron Evans (Board Member)

Team 6
V19-11

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: Staff
DATE: August 11, 2019
SUBJECT: CDB V19-11 0 Poinciana Road (RE # 173340-0000)
Location: 0 Poinciana Road
Property Owner: Meatball Enterprises, LLC
Proposed Use: Commercial Building
Zoning: C-2

Variance Request:

The request for variance is to Table 27-229-1 to both side yard setbacks. The request is for 5 feet on both sides, leaving 10 feet on each side in lieu of the required 15 feet.

Background

The subject property is located on Poinciana Road directly behind the J. Wendell Fargis Lodge at 2130 Florida Blvd. This is a vacant lot that is 50 feet by 133 feet, approximately 6650 square feet in size. This property is in the commercial C-2 zoning district. The property owner will be required to install all utilities and pay for their portion of the roadway adjacent to this property.

The variance request is to allow for a wider building on a narrow lot.

Table 27-229-1

Zoning District	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard Setback (1)	Minimum Side Yard Setback	Minimum Corner Lot Side Yard Setback	Minimum Rear Yard Setback	Maximum Lot Coverage	Maximum Building Height
R-1	12,000 square feet	100 feet	25 feet	10 feet	15 feet	30 feet	50 percent	28 feet(5)
R-2	10,000 square feet	85 feet	20 feet	10% of lot width and minimum of 7 feet	10 Feet	25 feet	50 percent	28 feet
R-3	5,000 square feet	50 feet	15 feet	10% of lot width and minimum of 7 feet	10 feet	25 feet	50 percent	28 feet
R-4	4,356 square feet(3)	40 feet	Flexible (4)	7 feet	8 feet	Flexible (4)	50 percent	28 feet
R-5	2,562 square feet/ dwelling unit (2)	Apartment Complexes: 200 feet. For Single Family Dwellings see (2)	30 feet	For Apartment Complexes: 25 feet. For Single Family Dwellings see (2)	For Apartment Complexes : 25 feet. For Single Family Dwellings see (2)	For Apartment Complexes : 30 feet. For Single Family Dwellings see (2)	For Apartment Complexes: 35 percent. For Single Family Dwellings see (2)	28 feet
C-1	7,500 square feet	60 feet	25 feet	10 feet	15 feet	10 feet	60 percent(6)	35 feet
C-2	10,000 square feet	80 feet	25 feet	15 feet	20 feet	15 feet	70 percent(6)	35 feet
C-3	15,000 square feet	100 feet	25 feet	20 feet	25 feet	20 feet	75 percent(6)	35 feet
CBD	None	None	None	5 feet	7 feet	5 feet	85 percent	35 feet

NOTES:

(1) More specific front yard setbacks shall apply in locating new structures around the following road segments: (See subsection 27-231(b)).



APPLICATION FOR ZONING VARIANCE

TO THE CITY OF NEPTUNE BEACH BUILDING DEPARTMENT
 116 FIRST STREET
 NEPTUNE BEACH, FLORIDA 32266-6140
 PH: 270-2400 ext. 4 FAX: 270-2432

IMPORTANT NOTE: THE COMMUNITY DEVELOPMENT BOARD, IN CONSIDERING YOUR PETITION, IS ACTING IN A QUASI-JUDICIAL CAPACITY AND ANY DISCUSSION WITH MEMBERS, OTHER THAN AT A PUBLIC MEETING IS PROHIBITED AND ANY SUCH CONTACT MAY VOID YOUR PETITION.

Date Filed: 06/14/19 RECEIVED JUL 8 2019	Zoning District: C2	Real Estate Parcel Number: 1733400000
Name & Address of Owner of Record: Meatball Enterprises, LLC Nicole & Derek DeLoreto <hr/> Contact phone Number # 561-441-8702 <hr/> E-mail address delo11@icloud.com	Property Address: 0 Poinciana Rd. Neptune Beach, FL 32266 <hr/> Number of units on property 0 <hr/> Have any previous applications for variance been filed concerning this property? No <hr/> If Yes, Give Date:	
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: <i>Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.</i>		
1. Explain the proposed relief being sought from the code(s): The property is 50 feet wide and requires a 15 foot setback on each side thereby limiting the width of a structure to 20 feet. I am requesting a variance of an additional 5 feet the North & South sides of the property. The variance will allow for a structure size of appx. 30x70 in lieu of the currently allowable 20 x 93 and be compatible with property in the similar C1 zoning district. <p style="text-align: center;">(C2)</p>		
2. Explain the purpose of the variance (if granted)? Allows for a structure that is more suitable to the size of the property and is aesthetically beneficial to the community.		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary): A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action. The hardship is due to the physical features of the lot; the width of 50 feet and the required 30 feet of setbacks.		

B. How is the proposed variance the minimum necessary to allow reasonable use of the property?

I am asking for the least relief of the current zoning law that is possible to allow a reasonable and equitable use of the property. The additional 10 feet of width requested would be mitigated by sacrificing 23 feet of length.

C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general.

There are currently no structures to the North & South of the property, however the J. Wendell Fargis Mason Lodge is directly to the west. The Lodge would benefit by the additional 23 feet of land without structure.

The variance will not:

- Increase traffic in the neighborhood
- Change the character of the neighborhood
- Negatively impact the abutting property owners
- Violate the spirit of zoning restrictions
- Place the public health, safety or welfare at risk

D. Indicate how the proposed variance will not diminish property values nor alter the character of the area.

The structure will not be contrary to the public interest, will not create a hardship for adjoining property owners nor have a detrimental effect on the overall zoning plan or community. My goal is to create a structure that is beneficial to our neighbors and the Neptune Beach community.

E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code.

The proposed variance, development and structure will adhere to and be in full compliance of the Neptune Beach Unified Land Development Code. The proposed 10 feet of setback is consistent with the properties in the similar C1 zoning district. The variance will not allow a land use that is not permitted in the zoning district nor will the land use change as a result of the variance.

F. Explain how the need for the proposed variance has not been created by you or the developer?

This is not a self-imposed hardship created from the actions of myself or a developer. The special conditions are more of an inconvenience due to the physical features of the lot size.

G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district.

The variance will not:

- Provide special privileges to myself or my neighbor
- Increase traffic in the neighborhood
- Change the character of the neighborhood
- Negatively impact the abutting property owners
- Violate the spirit of zoning restrictions
- Place the public health, safety or welfare at risk

4. **Required Attachments**--Applicant must include the following: **(INCOMPLETE PACKAGES WILL BE RETURNED)**

A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. **WHICH HAS NOT BEEN REDUCED.**

B. Survey of the property certified by licensed surveyor dated within **one year of application date.** **WHICH HAS NOT BEEN REDUCED.**

- C. Copy of Deed
- D. Pictures of the property as it currently exists
- 5. Letter of authorization for agent to make application (Required only if application is not made by property owner)
- 6. **NON-REFUNDABLE FEE: \$300.00 (Residentially zoned property) / \$500 (Commercially zoned property)**

NO APPLICATION WILL BE ACCEPTED UNTIL ALL THE REQUESTED INFORMATION HAS BEEN SUPPLIED AND THE REQUIRED FEE HAS BEEN PAID. THE ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE ITS APPROVAL BY THE COMMUNITY DEVELOPMENT BOARD. 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 MEETING.

***If a residential zoning variance is granted a 30 day wait period must pass before any requisite building permits can be released, in order to allow time for appeals.**

***If a commercially zoned variance is granted by council a 30 day wait period must pass before any requisite building permits can be released, in order to allow time for appeals.**

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

NAME (S) OF PROPERTY OWNER (S)

NAME OF AUTHORIZED AGENT

S.Nicole DeLoreto

ADDRESS OF PROPERTY OWNER

ADDRESS OF AUTHORIZED AGENT

1699 Maritime Oak Dr.
Atlantic Beach, FL 32233

SIGNATURE OF OWNER OR AUTHORIZED AGENT:



BELOW THIS LINE FOR CITY USE ONLY.

BOARD PUBLIC HEARING DATE:

BOARD DECISION:

APPROVAL _____ DENIAL _____

Prepared By:

Gibraltar Title Services, LLC
4190 Belfort Rd., Suite 475
Jacksonville, FL 32216

Return To:

Gibraltar Title Services, LLC
4190 Belfort Rd., Suite 475
Jacksonville, FL 32216

Order No.: GTS-1950625

Property Appraiser's Parcel I.D. (folio) Number:
173340-0000

19055207

\$50000⁰⁰

WARRANTY DEED

THIS WARRANTY DEED dated May 30, 2019, by Dawn Niermann, whose post office address is 2184 Deer Run Trail, Jacksonville, Florida 32246 (the "Grantor"), to Meatball Enterprises LLC, a Florida limited liability company, whose post office address is 1699 Maritime Oak Drive, Atlantic Beach, Florida, 32233 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Duval, State of Florida, viz:

Lot 14, Block 21, Prado Ferrer, being a Replat of Blocks 1, 2, 3 and 15 to 31, Both Inclusive of Plat 2, Florida Beach, a subdivision according to the plat thereof recorded at Plat Book 11, Page 61, in the current Public Records of Duval County, Florida.

Property is not the homestead of the Grantor(s).

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2018.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Dawn Niermann
Dawn Niermann

Grantor Address:
2184 Deer Run Trail
Jacksonville, FL 32246

Signed, sealed and delivered in presence of:

James A. Cruden
Witness Signature

James A. Cruden
Printed Name of First Witness

Cinda Hernandez
Witness Signature

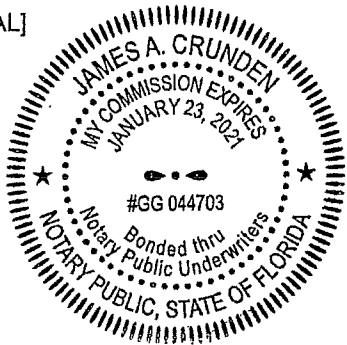
Cinda Hernandez
Printed Name of Second Witness

State of Florida
County of Duval

THE FOREGOING instrument was acknowledged before me this 30th day of May, 2019, by Dawn Niermann, who is personally known to me or who (✓) produced a driver's license as identification.

James A. Cruden
Notary Public:
My Commission Expires: JANUARY 23, 2021

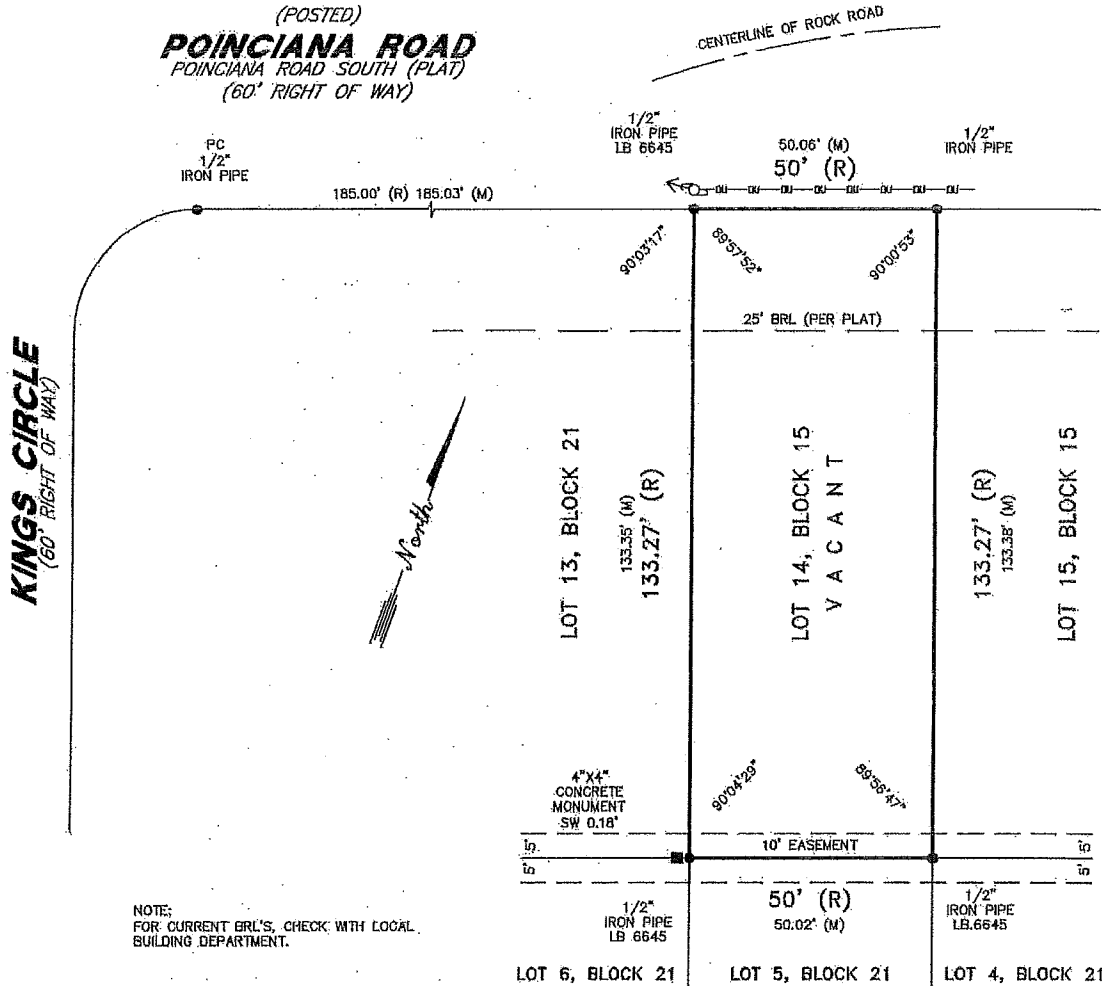
[SEAL]



MAP SHOWING BOUNDARY SURVEY OF
 LOT 14 BLOCK 21, ACCORDING TO THE PLAT OF
FLORIDA BEACH PLAT 2 PRADO FERRER
 AS RECORDED IN PLAT BOOK 11, PAGE(S) 61 OF THE CURRENT
 PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

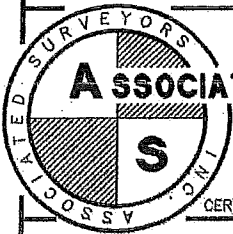
CERTIFIED TO:
 DAWN NIERMANN,
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND
 GIBRALTAR TITLE SERVICES, LLC

(POSTED)
POINCIANA ROAD
 POINCIANA ROAD SOUTH (PLAT)
 (60' RIGHT OF WAY)



NOTE:
 FOR CURRENT BRL'S, CHECK WITH LOCAL
 BUILDING DEPARTMENT.

FLOOD ZONE "X" = AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN / FLOOD ZONE "X (SHADED)" = AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



ASSOCIATED SURVEYORS INC.
 LAND & ENGINEERING SURVEYS
 3846 BLANDING BOULEVARD
 JACKSONVILLE, FLORIDA 32210
 904-771-6468

CERTIFICATE OF AUTHORIZATION NO. LB 0005488

I HEREBY CERTIFY THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING PURSUANT TO CHAPTER 5J-17.050 THROUGH 17.052, FLORIDA ADMINISTRATIVE CODE, CHAPTER 472, F.S.

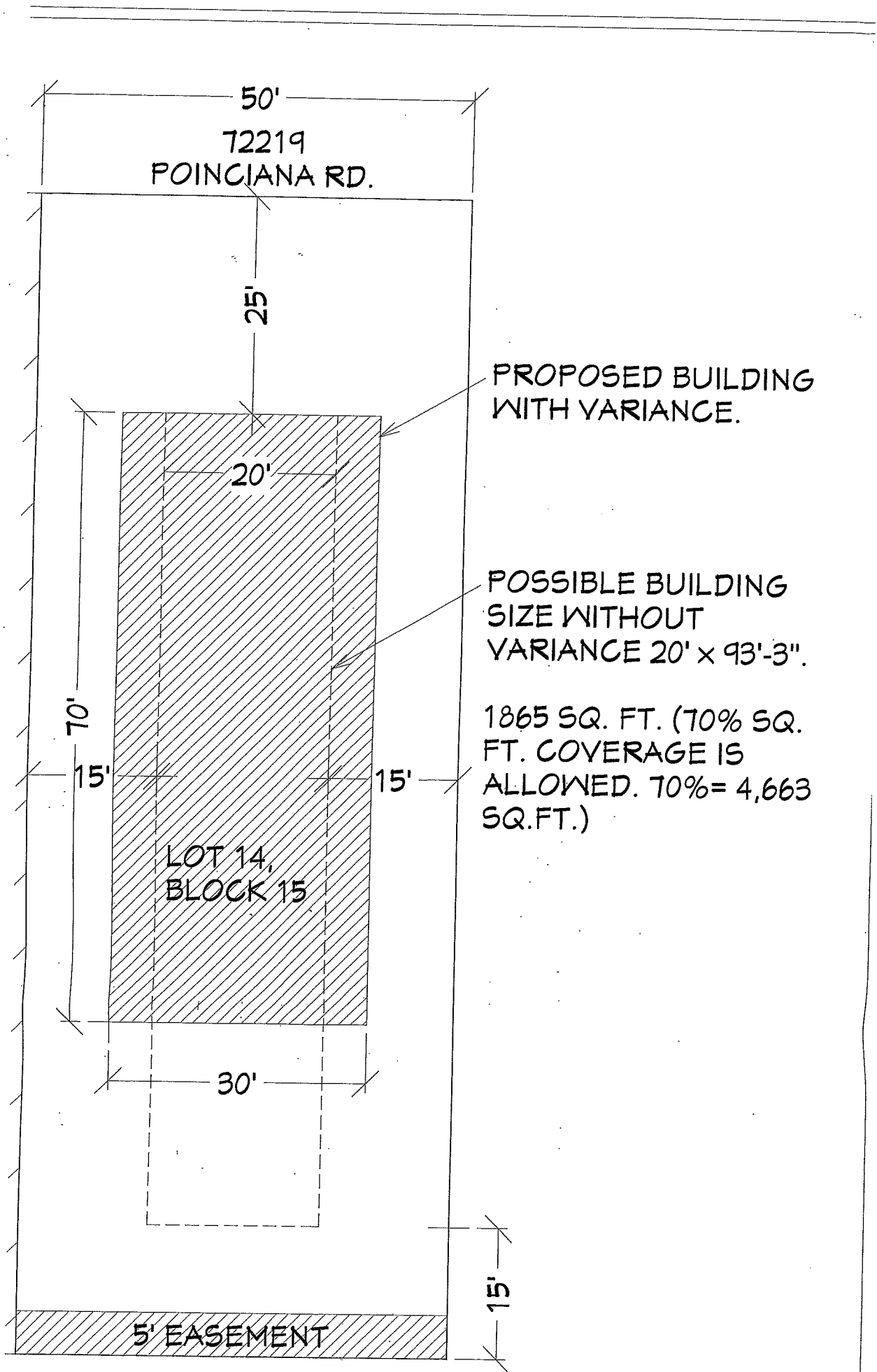
BY: *Raymond J. Schaefer*
 CHARLES B. HATCHER FLORIDA CERTIFICATE NO. 3771
 CHARLES L. STARLING FLORIDA CERTIFICATE NO. 4579
 RAYMOND J. SCHAEFER FLORIDA CERTIFICATE NO. 6132

JOB NO. 72219 DATE 06-15-2018
 SCALE: 1" = 30' DRAFTER WF

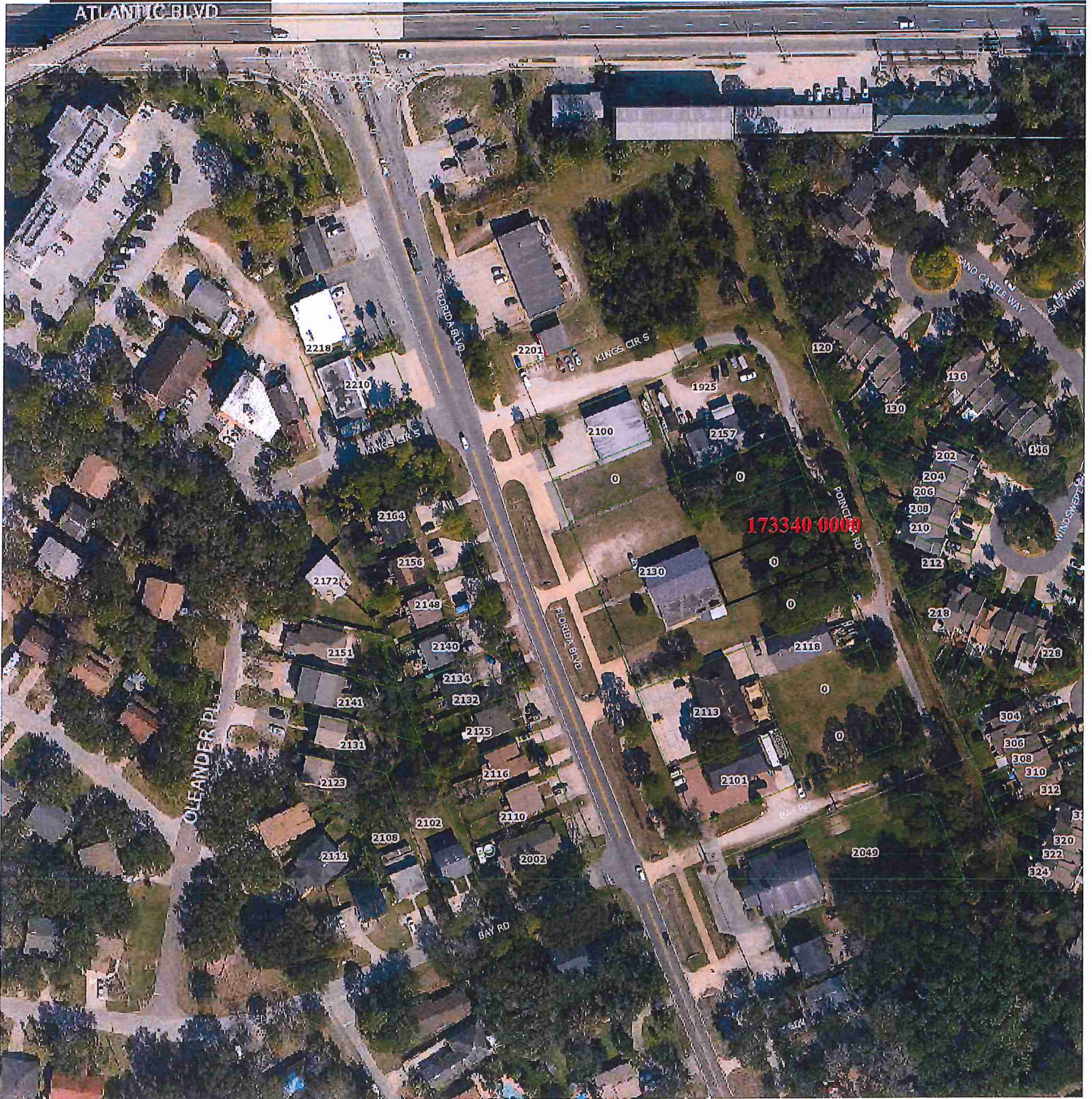
GENERAL NOTES:

- BEARINGS ARE BASED ON PLAT BOOK 11, PAGE 61.
- PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS BEST DETERMINED FROM FEMA FLOOD MAPS PANEL NO. 408 DATED 06-03-2013.
- THIS IS A SURFACE SURVEY ONLY. THE EXTENT OF UNDERGROUND FOOTINGS, PIPES AND UTILITIES, IF ANY, NOT DETERMINED.
- JURISDICTIONAL AND/OR ENVIRONMENTALLY SENSITIVE AREAS IF ANY, NOT LOCATED BY THIS SURVEY.
- THIS SURVEY BASED ON LEGAL DESCRIPTIONS FURNISHED. THE PUBLIC RECORDS WERE NOT SEARCHED BY THIS SURVEYOR FOR EASEMENTS, TITLE, COVENANTS, B.R.L.'S RESTRICTIONS, CLOSURES, TAKINGS OR ORDINANCES, ETC.
- THE HEAVY LINE SHOWN HEREON, MAY NOT INDICATE ACTUAL OWNERSHIP.
- UNLESS OTHERWISE STATED ALL IRON PIPES FOUND HAVE NO IDENTIFICATION.

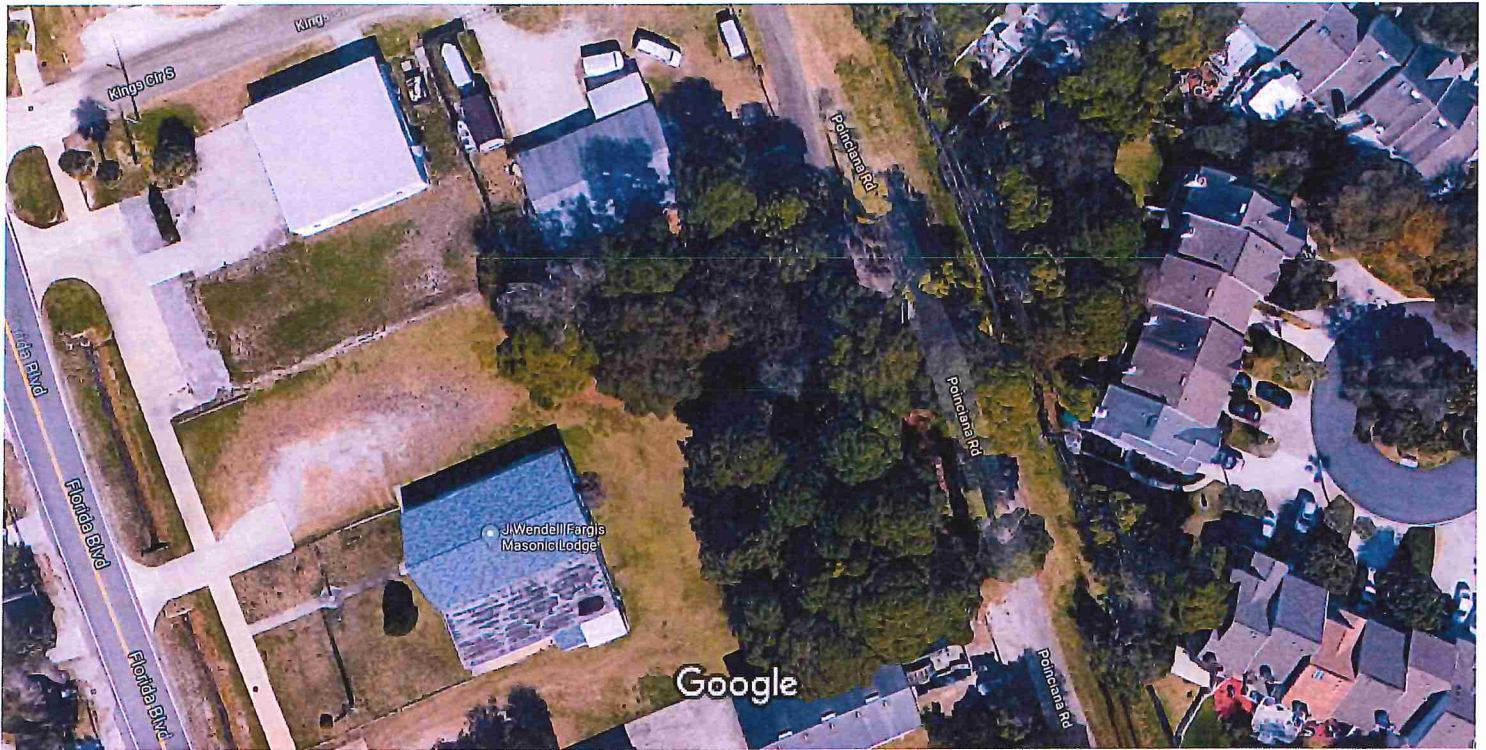
L	AC	= AIR CONDITIONER	PSH	= PROFESSIONAL SURVEYOR & MAPPER
E	BRL	= BUILDING RESTRICTION LINE	R	= RADIUS
G	BT	= BETWEEN TIE	RD	= RECORD
E	BTN	= BETWEEN TIE	RLS	= REGISTERED LAND SURVEYOR
N	CC	= COMPUTED FROM RECORD	R/W	= RIGHT OF WAY
D	CD	= COVENANTS & RESTRICTIONS	(TYP)	= TYPICAL
E	CH	= CHORD		
N	CND	= CAN NOT READ		
D	CNC	= CONCRETE		
E	CNR	= COVERED		
&	ED	= ELECTRIC BOX		
E	EJ	= ELECTRIC TRANSFORMER & PAD		
J	JEA	= JACKSONVILLE ELECTRIC AUTHORITY		
A	LB	= LICENSED BUSINESS		
B	LS	= LICENSED SURVEYOR		
B	LN	= MEASURED		
R	MD	= METAL & DISC		
E	MR	= METAL RECORDS BOOK		
V	ORV	= OFFICIAL RECORDS VOLUME		
I	PC	= POINT OF CURVE		
A	PCC	= POINT OF COMPOUND CURVE		
T	PE	= POINT OF TANGENCY		
I	PI	= POINT OF INTERSECTION		
O	PR	= POINT OF REVERSE CURVE		
N	PRM	= PERMANENT REFERENCE MONUMENT		
S	PT	= POINT OF TANGENCY		
	PLS	= PROFESSIONAL LAND SURVEYOR		



PROPERTIES
DUVAL MAPS



Google Maps Poinciana Rd



Imagery ©2019 Google, Map data ©2019 20 ft



Poinciana Rd

Neptune Beach, FL 32266



Directions



Save



Nearby



Send to your phone



Share

Photos

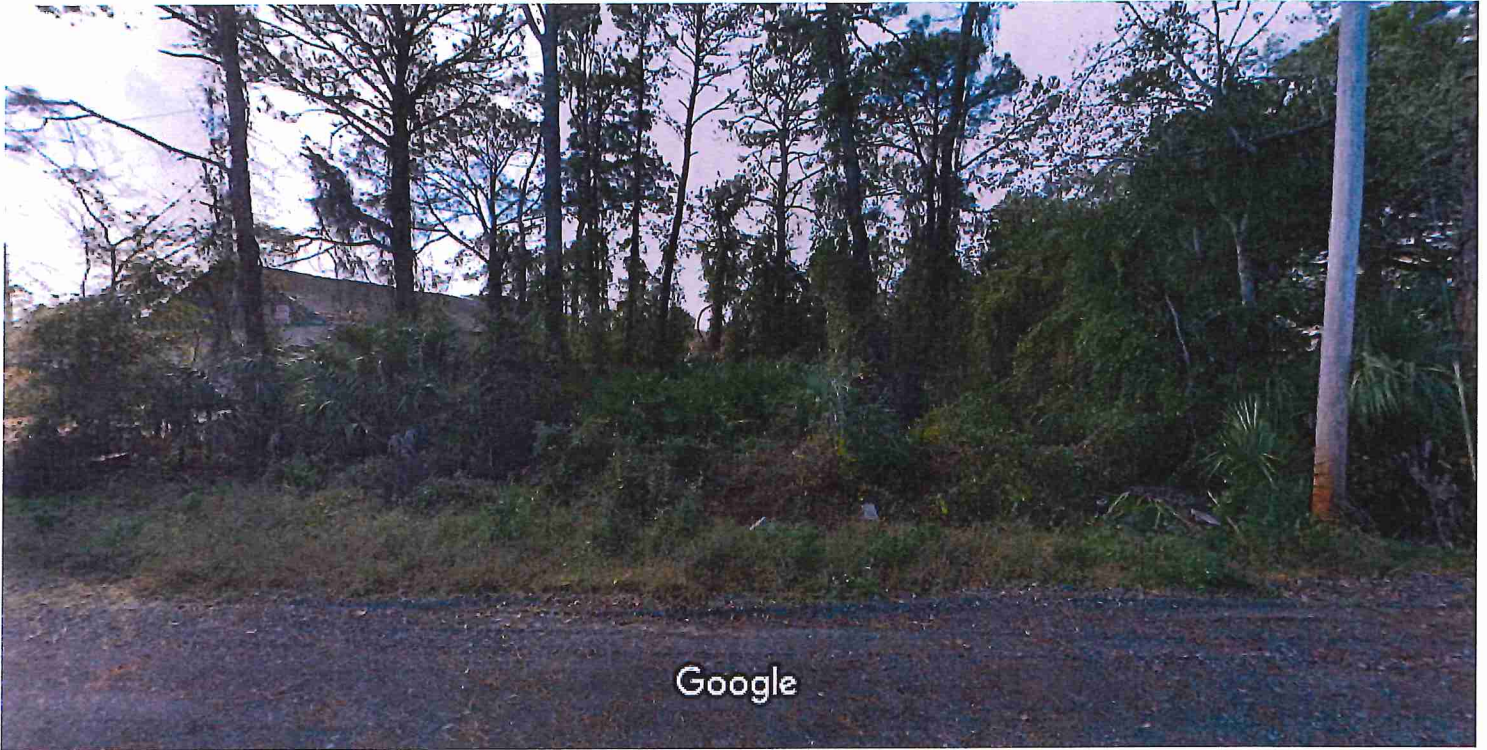


Image capture: Dec 2018 © 2019 Google

Neptune Beach, Florida



Street View - Dec 2018





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

AGENDA ITEM:	10A-Resolution No. 2019-08, Stormwater Fees
SUBMITTED BY:	Councilor Josh Messinger, Chairman, Land Use and Parks Committee
DATE:	August 29, 2019
BACKGROUND:	<p>In 2018, Parsons Engineering conducted a stormwater study for the City and as a result, it was determined that there were major infrastructure needs that would be necessary for the City. Based on a 2019 stormwater fee analysis, the stormwater fee for residential should be increased from \$8.00 to \$18.41. Commercial should be increased from \$10.00 to \$26.59. These fees would cover the City's operational and maintenance costs and the costs of the major necessary capital improvement projects.</p> <p>At the August 14, 2019, Land Use and Parks Committee meeting, it was recommended to increase the stormwater fees based on the 2019 stormwater fee analysis.</p> <p>Resolution No. 2019-08 was discussed at the August 19, 2019 Council Workshop and forwarded to the September 3, 2019 Regular City Council meeting.</p>
BUDGET:	N/A
RECOMMENDATION:	Consider the stormwater fee increase recommended by the Land Use and Parks Committee and forwarded from the August 19, 2019 Council Workshop
ATTACHMENT:	<ol style="list-style-type: none"> 1. Stormwater Rate Analysis by Parsons Engineering and City Staff. 2. Current Neptune Beach Stormwater Ordinance with Stormwater Utility Fund highlighted. 3. Resolution No. 2019-08

City of Neptune Beach
(2019 Stormwater Financial Analysis)

Table - 1

Necessary Stormwater Rate Adjustment to Cover O&M

Budget Item	
Operational expenses	\$ 130,000
Staff (two full time employees w/benefits)	165,750
Allowance for recurring equipment purchases:	
Major (\$400,000 @ 15 year lifespan, e.g., Menzi Muck)	26,667
Medium (\$350,000 @ 15 year lifespan, e.g, Vactor Truck)	23,333
Minor (2@\$50,000 @ 6 year lifespan, Work trucks)	16,667
Material, services, and labor for addressing deferred maintenance	300,000
Total necessary operating expenses¹	\$ 662,417
Storm Water Fee Revenue	
3,174 Residential customers at \$8.00/month (67.8% share)	\$ 304,704
1205 Commercial ERU's providing at \$10.00/month (32.2% share)	144,600
Estimated 2019 total stormwater revenue	\$ 449,304
Estimated DEFICIT in operational and maintenance funding (Expenses - Revenue)	\$ (213,113)
Rate adjustment by customer type to cover operation deficit	
Residential share at 62.3% of operation deficit	\$ (132,769)
Customers	3174
Customer share of monthly deficit (operation deficit/customers/12 months)	\$ (3.49)
Current stormwater rate	\$ 8.00
Residential operational contribution	\$ 11.49
Commercial share at 37.7% of operation deficit	\$ (80,343)
Customers (Active ERU's)	1205
Customer share of monthly deficit (operation deficit/customers/12 months)	\$ (5.56)
Current stormwater rate	\$ 10.00
Commercial operational contribution per ERU	\$ 15.56

¹ Updated from the 2018 stormwater assessment by Parsons and City staff.

City of Neptune Beach
(2019 Stormwater Financial Analysis)

Table - 2
Major Necessary Capital Improvement Projects

Projects ¹	Cost		Share of Costs	
	Cost	Escalation	Residential	Commercial
Florida Blvd. Culvert	\$ 999,313	\$ 1,049,279	\$ 653,701	\$ 395,578
Bay St. Culvert	463,548	486,725	303,230	183,495
Davis St. Culvert	678,642	712,574	443,934	268,640
Lemon St.	613,616	644,297	401,397	242,900
Cherry/Walnut St.	698,052	732,955	456,631	276,324
Pine St.	344,208	361,418	225,164	136,255
North St.	479,913	503,908	313,935	189,973
Bowles St.	502,677	527,811	328,826	198,985
Total necessary CIP	\$ 4,779,970	\$ 5,018,968	\$ 3,126,817	\$ 1,892,151

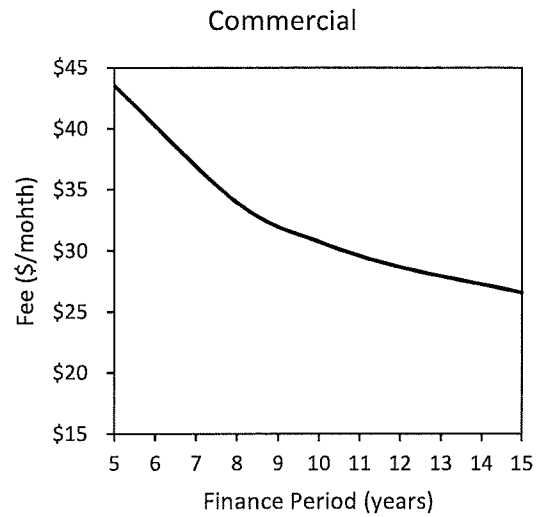
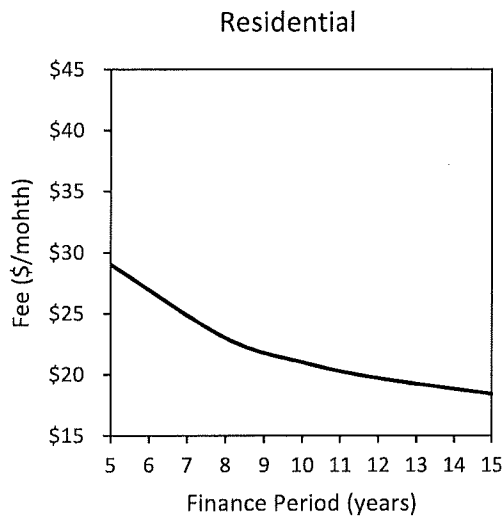
Escalation: Project includes 10% for uncertainty as well as 5% for minor laterals and inlets as needed.

¹ Identified as part of a stormwater infrastructure assessment in 2018 by Parsons.

City of Neptune Beach (2019 Stormwater Financial Analysis)

**Table - 3
Total Monthly Stormwater Rate Determination (\$/month)**

Years	Finance Term				
	5	8	10	12	15
Annual rate	2.61%	2.94%	3.04%	3.16%	3.25%
Residential (3,174 customers, \$3.13M CIP Share)					
Operational ¹	\$ 11.49	11.49	11.49	11.49	11.49
Capital ²	17.53	11.53	9.53	8.23	6.92
New Rate Total	\$ 29.02	\$ 23.01	\$ 21.02	\$ 19.71	\$ 18.41
Current Rate	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Necessary Increase	\$ 21.02	\$ 15.01	\$ 13.02	\$ 11.71	\$ 10.41
Commercial (1,205 ERU's, \$1.89M CIP Share)					
Operational ¹	\$ 15.56	15.56	15.56	15.56	15.56
Capital ²	27.94	18.38	15.19	13.12	11.03
New Rate Total	\$ 43.50	\$ 33.93	\$ 30.75	\$ 28.67	\$ 26.59
Current Rate	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Necessary Increase	\$ 33.50	\$ 23.93	\$ 20.75	\$ 18.67	\$ 16.59



¹ from Table 1

² from Table 2

ARTICLE V. - STORMWATER UTILITY SYSTEM

Sec. 23-101. - Authority.

The city is authorized by the Florida Constitution and the provisions of F.S. Ch. 166 and F.S. § 403.0893 to construct, reconstruct, improve and extend the stormwater utility system and to issue revenue bonds and other debts if needed to finance in whole or part the cost of such system and to establish just and equitable rates, fees, and charges for the services and facilities provided by the system.

(Ord. No. 2002-02, § 1, 5-6-02)

Sec. 23-102. - Findings and determinations.

It is hereby found, determined and declared as follows:

- (1) Those elements of the system, which provide for the collection of and disposal of and regulations of groundwater are of benefit and provide services to all property within the incorporated city limits, including property not presently served by the storm elements of the system.
- (2) The cost of operating and maintaining the city stormwater management system and financing necessary repairs, replacements, improvements and extension thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received there from.

(Ord. No. 2002-02, § 2, 5-6-02)

Sec. 23-103. - Definitions.

For the purpose of this article, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's dictionary.

City engineer/director of public works means the Director of Public Services of the City of Neptune Beach.

Developed property means that which has been altered from its natural state by the addition of any improvements such as a building, structure, impervious surface, change of grade or landscaping.

Dwelling unit means a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, storage and preparation of food and sanitation. This definition includes site built homes and modular homes manufactured under the Florida Manufactured Building Act and certified by the Florida Department of Community Affairs as complying with the structural requirements of the Florida Building Code.

Equivalent residential unit (ERU) means the average dwelling unit impervious area or surface of residential properties in the city. Each residential dwelling unit on a developed property is considered one (1) ERU. Nonresidential ERU's are estimated by dividing the total impervious area by the area of a single ERU. An ERU is equal to three thousand one hundred sixty-four (3,164) square feet of impervious area.

Impervious area or impervious surface means a horizontal surface, which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi pervious surfaces such as compacted clay, as well as streets, roofs, sidewalks, parking lots, and other similar surfaces.

Nonresidential property means any lot or parcel not exclusively residential as defined herein, including transient rentals such as hotels and motels and apartment buildings.

For new construction, a property shall be considered developed pursuant to this article:

- (1) Upon issuance of a certificate of occupancy, or upon completion of construction or final inspection if no such certificate is issued; or
- (2) Where construction is at least fifty (50) percent complete and construction is halted for a period of three (3) months.

Residential property means any lot or parcel developed exclusively for residential purposes including, but not limited to, single-family homes, manufactured homes, multifamily (duplexes, triplexes, quadrplexes, or more), townhouses and condominiums.

(Ord. No. 2002-02, § 3, 5-6-02)

Sec. 23-104. - Stormwater management utility fee.

A flat rate stormwater fee is hereby imposed upon each developed lot and parcel within the City of Neptune Beach having its own utility account for services and facilities provided by the stormwater management system. For purposes of imposing the stormwater, all utility accounts within the city are classified into the following two (2) customer classes:

- (1) Residential single-family, mobile home, multifamily condominiums, townhouses.
- (2) Nonresidential, governmental, institutional (tax exempt), commercial-industrial, apartment buildings, other.

(Ord. No. 2002-02, § 4, 5-6-02)

Sec. 23-105. - Billing and payment.

- (a) The stormwater utility fee is to be paid as billed to the owner, tenant, or occupant of each utility account, which is subject to the stormwater fee. Persons using the services and facilities of the stormwater management system shall be rendered bills or statements. The bills for stormwater management shall be submitted on the same bills as the charges for water and sewer services; provided, however, that stormwater management service be made a separate item on such bills. Such bills for stormwater management shall be due and payable monthly. Each utility account shall be billed a flat rate fee as established by the resolution of the city council for both residential and nonresidential classes.
- (b) Additional charge for delinquent payment. If any bill for the uses of the services and facilities of the stormwater management system, shall be and remain due and unpaid on or after the twenty-first (21st) day after the bill shall have been submitted to the consumer, an additional charge of ten (10) percent thereof shall be added thereto. If any bill for the use of the services and facilities of the stormwater management system shall be and remain unpaid after the twentieth (20th) day of each billing cycle in which the same shall have been submitted to the customer, a written notice shall be provided, which shall apprise such customer of the past due amount, the disconnection and availability of an administrative hearing. Upon such request, the city manager or his designee will afford an administrative hearing at the convenience of the customer to consider any

complaint of erroneous or incorrect billing and to review any disputed bill and to rectify any error. Should such customer either fail for a period of nine (9) days to seek such an administrative hearing or fail to pay any sum determined to be properly due as a result of such administrative procedures, all services to such customer so in arrears shall be immediately disconnected/discontinued and shall not be reconnected or service shall not be re-established until all past due bills for water, trash/garbage collection, stormwater and/or sewer services are paid in full together with a reconnection charge of twenty-five dollars (\$25.00) during normal City Hall business hours and fifty dollars (\$50.00) during other hours.

(Ord. No. 2002-02, § 5, 5-6-02)

Sec. 23-106. - Program responsibility.

It shall be the duty of the finance director to administer the stormwater utility program. The city's finance director shall keep an accurate record of all persons using the services and facilities of said stormwater management system of the city.

(Ord. No. 2002-02, § 6, 5-6-02)

Sec. 23-107. - Stormwater utility.

There shall be established a stormwater utility trust fund for the deposit of all fees and charges collected by the stormwater utility. These funds shall be for the exclusive use of the city's stormwater management system, including but not limited to the following:

- (a) Operation and maintenance of the system.
- (b) Funding of pollution abatement devices constructed on stormwater systems discharging to the surface water of the county.
- (c) Administrative costs associated with the management of the stormwater utility.
- (d) Debt service financing.
- (e) Planning and engineering.

(Ord. No. 2002-02, § 7, 5-6-02)



RESOLUTION NO. 2019-08

**RESOLUTION ESTABLISHING A STORMWATER
UTILITY RATE AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Neptune Beach, Florida has held a Public Hearing on the establishment of a Stormwater Utility, and

WHEREAS, Sections 4 and 5 of Ordinance No. 2002-02 stipulate that a flat rate shall be established by the City Council,

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, that a Flat Rate Stormwater Fee be established at **\$18.41** per month per Equivalent Residential Unit for residential single-family, mobile home, multifamily condominium, townhouses and apartments. A Flat Stormwater Fee be established at **\$26.59** per month per Equivalent Residential Unit for nonresidential, commercial, industrial and other.

The fee established herein shall become effective October 1, 2019 and shall apply to all charges made and bills sent on and after that date.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this 3rd day of September, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:

Zachary Roth, City Attorney



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

AGENDA ITEM:	10B-Resolution No. 2019-09, Historical Marker
SUBMITTED BY:	Emma Hamilton, Ambassador Girl Scout, Troop 814
DATE:	August 29, 2019
BACKGROUND:	<p>Ambassador Girl Scout Emma Hamilton is requesting placing a historical marker at Jarboe Park in memory of the Girl Scout's Beaches Little House, which stood in Jarboe Park for over 65 years.</p> <p>The historical marker would complete Miss Hamilton's gold award, the highest achievement in Girl Scouting, recognizing girls who demonstrate extraordinary leadership.</p> <p>On July 24, 2019, the Land Use and Parks Committee recommended approval and at the August 5, 2019, Regular Council Meeting, Interim City Manager was authorized to approve the historical marker.</p> <p>Resolution No. 2019-09 formalizes the authorization.</p>
BUDGET:	The historical marker will be completely paid for by fundraising and private donations raised by Ms. Hamilton and not be of any cost to the City of Neptune Beach.
RECOMMENDATION:	Adopt Resolution No. 2019-09 formalizing the installation of the historical marker honoring the Girl Scouts' Beaches Little House.
ATTACHMENT:	Resolution NO. 2019-09



RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA REGARDING INSTALLATION OF A HISTORICAL MARKER COMMEMORATING THE GIRL SCOUTS' BEACHES LITTLE HOUSE IN JARBOE PARK.

WHEREAS, Emma Hamilton, Ambassador Girl Scout, Troop 814, requested approval from Neptune Beach to install a historical marker at Jarboe Park to commemorate the Girl Scouts' Beaches Little House;

WHEREAS, the City Council believes such historical marker and its placement in Jarboe Park are appropriate to honor Neptune Beach's history.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF NEPTUNE BEACH THAT:

1. Neptune Beach authorizes the installation of a historical marker commemorating the Girl Scouts' Beaches Little House in Jarboe Park, with final verbiage and location to be determined at a later date.
2. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the City Council of Neptune Beach, Florida this 3rd day of September, 2019.

CITY OF NEPTUNE BEACH, FLORIDA

Elaine Brown, Mayor

Attest:

Catherine Ponson, City Clerk

Approved as to Form and Content:

Zachary Roth, City Attorney



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

AGENDA ITEM:	10C-Resolution No. 2019-10, Appointing CDB Members
SUBMITTED BY:	Mayor Elaine Brown
DATE:	August 29, 2019
BACKGROUND:	<p>On August 13, 2019, Colin Moore resigned from the Community Development Board. His term will expire on September 4, 2021.</p> <p>Mayor Brown is recommending appointing alternate Charles Miller to fill Mr. Moore's unexpired term and reappoint William Randolph as alternate.</p>
BUDGET:	N/A
RECOMMENDATION:	Consider adoption Resolution No. 2019-10, Appointing Charles Miller as a regular member to fill Colin Moore's unexpired term and reappoint William Randolph as alternate.
ATTACHMENT:	Resolution No. 2019-10



RESOLUTION NO. 2019-10

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD (CDB)

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following CDB members:

COMMUNITY DEVELOPMENT BOARD

Member	Type	Term	Begins	Ends
Charles Miller	Appoint Regular	Fill unexpired term of Colin Moore	9/4/2019	9/4/2021
William Randolph	Reappoint Alternate	2 nd 1 year	9/4/2019	9/4/2020

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 3rd day of September, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

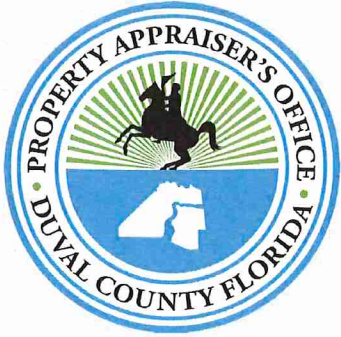
Approved as to Form and Content:

Zachary Roth, City Attorney



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

AGENDA ITEM:	10D-Agreement for Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services
SUBMITTED BY:	Jerry Holland, Duval County Property Appraiser
DATE:	August 29, 2019
BACKGROUND:	<p>The Duval County Property Appraiser is proposing to partner with TMA (Tax Management Associates, Inc.) to audit and ensure Tangible Property Tax Compliance County Wide.</p> <p>This was discussed at the August 19, 2019 Council Workshop and moved forward to the September 3, 2019, Regular Council Meeting for approval.</p>
BUDGET:	N/A
RECOMMENDATION:	Consider the agreement with TMA for tax auditing services.
ATTACHMENT:	Tax Auditing Services Information and Agreement



TMA Business Personal Property Audits

Partnering with TMA to audit and ensure Tangible
Personal Property Tax Compliance County Wide

Highlights of Agreement:

- Duval County Property Appraiser's Office & Tax Collector will contract with TMA to provide TPP audit services
- All audits will be performed in Duval County
- Audit assignments will be determined by the Duval County Property Appraiser's Office
- TMA will receive a fee of 35% of any tax, penalties and interest collected from back Taxes assessed by the Property Appraiser on parcels identified through a TMA audit.
- The fee will only be paid upon collection in relation to TPP taxes
- Revenue generated from back taxes will stay in the district audit was conducted
- Starting goal will be 50 audits per month county wide
- Initial agreement is two years – Taxing authorities may opt out with written notification 90 days before end of fiscal year

Tangible Personal Property Accounts in Neptune Beach:

# of Accounts	Assessed Value	Exemption Value	Taxable Value
495	\$23,064,071	\$4,657,404	\$18,406,667

TMA's Business Personal Property Audits in Florida:



TAX MANAGEMENT
ASSOCIATES, INC

FLORIDA CLIENT LIST

Client	Audits	Discoveries	Discovery %	Total Discovery
Alachua County	32	22	68.75%	\$19,705,317.00
Miami-Dade County	272	211	77.57%	\$152,243,862.00
Osceola County	68	38	55.88%	\$13,635,576.00
TOTALS	372	271	72.85%	\$165,879,438.00

**Duval County potential discovered value in the first year of
audit program = \$563,165,055.33**

Our success with using TMA for Homestead Audits:

Since July 2015 in Duval County we have processed over 2272 liens for \$13,899,246.30, with over \$10,200,000 collected by the Duval County Tax Collector.

In Neptune Beach:

Neptune Beach	
From TMA	\$50,127.00
From PAO	\$15,236.55
TOTAL	\$65,363.55

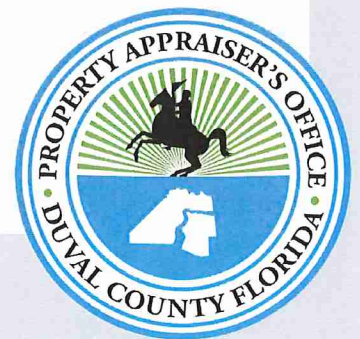
Contact Us:

For information about tangible personal property audits,
contact:

Tangible Personal Property Division
231 East Forsyth Street, Room 330
(904) 630-1964
(904) 630-5918 fax

or

Visit Us On the Web at
www.duvalpa.com





**TAX MANAGEMENT
ASSOCIATES, INC**

CORPORATE HEADQUARTERS

5121 PARKWAY PLAZA BLVD.

CHARLOTTE, NC 28217

PHONE 704.847.1234

WWW.TMA1.COM

May 8, 2019

Kathleen Collins, MPA
Chief Financial Officer
Office of the Property Appraiser – Duval County
231 East Forsyth Street, Suite 270
Jacksonville, FL 32202

Dear Ms. Collins,

Please accept this letter in reference to Comprehensive Tangible Personal Property Audits Tax Management Associates, Inc. (TMA) is proposing to provide Duval County. TMA has been performing tangible personal property audits in Florida since 1994. Over the course of these years, TMA has not come across another vendor performing this type of service in Florida. To the best of our knowledge we are not aware of another vendor nor have we come across another vendor performing personal property audits during our contracting processes with our clients.

Also, as part of TMA's comprehensive audit technique, we have developed proprietary audit templates to conduct personal property audits for use in computing valuations. These templates were designed so TMA could easily explain to the Counties the tracking and reconciliations for the various asset items on each account as well as track the correct assets for each tax year for preparing final audit reports in compliance with the requirements of the Property Appraiser.

In addition, TMA utilizes its proprietary CAVS software in conjunction with conducting these audits to assist in the valuation and validity of tangible personal property assets. TMA is the sole source provider of this CAVS software program which provides estimated valuations based on a built-in modeling system developed by TMA. This software will also allow the Property Appraiser to establish an estimated value using cost data that is both fair and defensible. TMA provides on-going enhancements and annual support for this software.

Should you require additional information, please feel free to contact me. Thank you for your interest in our service. We look forward to continuing our working relationship with Duval County.

Sincerely,

Jay Taranto
Director of Sales and Marketing

Guide to the TMA Business Personal Property Audit Process

TMA'S COMPREHENSIVE BUSINESS PERSONAL PROPERTY AUDIT SERVICES

Tax Management Associates, Inc. (TMA) understands the company will perform audits of the Duval County businesses selected by the Duval County Property Appraiser's Office.

The following describes in detail how TMA's Business Personal Property Audit Services will be performed in Duval County.

Following the award of bid and execution of a contract to perform audit services, TMA will conduct a kickoff meeting and send the appropriate staff to accumulate data pertinent to the assigned audits.

Audit assignments will be determined by the Property Appraiser. Upon a determination of audit assignments, the Property Appraiser will be responsible for providing to the auditor copies of the personal property schedules, forms and other pertinent file data applicable to the years under audit. Using TMA's on-line portal called *Informer*, we will maintain a database of all audit activity which will provide the Property Appraiser a real time detailed status report reflecting each audit assignment as well as project details.

TMA staff will prepare all necessary documents, letters, forms and notices in connection with scheduling audits and audit findings. All letters and notices to taxpayers will be approved and signed by the Property Appraiser or authorized representative prior to sending to the taxpayer.

COMPREHENSIVE PERSONAL PROPERTY AUDIT TECHNIQUE

Over the years of providing Business Personal Property Auditing and Consulting Services to state and local government, TMA has established a sound methodology for completing an individual audit assigned to it by the contracting jurisdiction. The steps below give detail to the actual process of initiating a personal property audit. This is the same process regardless of the size of the taxpayer in question.

1. Notify the Taxpayer

TMA will prepare a form letter to be mailed to the assigned account. This letter will be forwarded to the Duval County Property Appraiser's Office for proper signature and for mailing. This letter informs the taxpayer of an intended audit and advises the taxpayer that a TMA representative will be making contact for scheduling the audit date.

2. Make initial contact with the Taxpayer

A TMA representative will contact the taxpayer by telephone to determine the individual with whom the auditor should be speaking regarding the scheduling of an audit appointment and the place at which the financial accounting records are located.

Once the proper individual and the place at which the accounting records are located are determined, the TMA representative will consult with the applicable party to determine an appointment date and to respond to questions. At this time, discussions will usually relate to the type of financial documentation that will be required for audit completion. TMA places emphasis on cooperating with taxpayers and scheduling audit appointments at the convenience of the taxpayer, provided the elapsed time is within reason.

3. Prepare Confirmation Letter

Once the appointment has been made by phone, TMA creates a letter to the taxpayer to confirm the appointment date and time. This letter also notifies the Property Appraiser of the scheduled audit, the name of the auditor and the place at which the audit will be performed. The letter is created on the Property Appraiser's letterhead for authorized signature.

Guide to the TMA Business Personal Property Audit Process

4. Audit Performance

According to internal TMA audit rules, it is imperative that the auditor arrives on time as scheduled, dressed appropriately, and prepared to perform the audit. Any delay should promptly be communicated to the taxpayer and the project manager and the reason for delay adequately explained.

Upon arrival, the auditor usually has a meeting with the taxpayer and/or his/her representatives, to explain TMA's relationship with the Duval County. The auditor also utilizes this time to ask questions regarding their accounting records and accounting policies. If applicable, a walk-through of the facility where the personal property is located may take place at this time. Notes will be taken regarding observations throughout the walk-through.

TMA procedures for the performance of comprehensive audits consist of a detailed review of taxpayer's accounting records at the place at which the taxpayer's accounting records are located and meeting with the property owner or representative to discuss the audit. TMA will conduct audits in accordance with applicable laws, rules, regulations, and professional standards.

Applicable books and records include, but are not limited, to the following:

- Chart of Accounts
- Corporate Trial Balance
- Income Tax Return Schedules
- Review Proper application of the Statutory Exemption, if applicable
- Corporate General Ledger of all fixed asset accounts, including but not limited to:
 - Land and land improvements
 - Building and improvements
 - Machinery and equipment
 - Office furniture and fixtures
 - Data processing equipment
 - Leased equipment
 - Licensed and non-licensed motor vehicles
 - Construction-in-progress (real and personal)
 - Leasehold improvements
 - Tooling
 - Supplies
 - Repair and refurbishments
 - Other assets accounts described by Chart of Accounts

The auditor will review application of additional depreciation where applicable, review property application of statutory exemption, review construction in progress, and reporting review of rebooked costs.

The audit will result in a proper classification between real and personal property assets, a determination of assets qualifying for exempt status, the determination of the full-absorbed cost of assets, proper years of acquisition and proper classification for appraisal purposes.

Each auditor will be provided a laptop computer to capture all applicable data derived from the audit. Templates will be developed for use in computing valuations by asset classes for each year under audit and for preparing audit reports in compliance with the requirements of the Property Appraiser.

Guide to the TMA Business Personal Property Audit Process

The taxpayer, or knowledgeable business representative, usually participates in the verification of information contained in their listings as the auditor moves forward with the audit. The auditor will request additional information if needed, and respond to any questions the taxpayer may have regarding the findings.

The taxpayer is also advised that a complete summary of the findings will be forwarded along with any proposed assessment.

5. Prepare Audit Report for Property Appraiser

Upon the auditor's return to their workplace, a report, inclusive of checklists and details, is prepared for the project manager for review and approval. This summary will contain a breakdown of all business assets by year and proper schedule classification.

Upon approval, a letter that fully explains the audit findings is prepared and forwarded to the Duval County Property Appraiser's Office. This letter is considered a "Position Letter." The Property Appraiser or authorized staff person, reviews the findings and is responsible for final determination prior to any notice being mailed to the taxpayer. If there are adjustments needed, the auditors will be advised and will respond accordingly. Upon approval, the letter is initialed and returned to TMA for the final draft of notice to the taxpayer.

TMA will also include property location changes, impending property location change, when applicable, or other business changes such as impending close. This information will be submitted to the Property Appraiser when received by TMA in order to adequately document changes in property.

6. Prepare Notice of Audit findings for taxpayer

Upon completion of final audit findings as approved by the Property Appraiser, a notice will be prepared for mailing to the taxpayer. This notice will be prepared on the Property Appraiser's letterhead and signed by the Property Appraiser or authorized representative. This letter represents a detailed analysis of the audit findings and defines the errors or omissions causing any proposed additional assessments by classes of assets.

In addition, the taxpayer is advised of the appeal procedures to be followed if an exception is taken to the findings or proposed assessment. TMA defends its audit findings throughout all appeal processes.

7. Audit Follow-up

If the taxpayer files an exception to the audit findings, the auditor will review any claim or documentation the taxpayer provides to support a change in the audit findings including an updated review of the accounting records to verify additional data. The auditor will adjust the audit findings accordingly if justified and approved by the Property Appraiser. It is rare for any assessment generated from a TMA audit to be appealed further than the administrative level.

8. On-site Reviews

It is TMA's practice to conduct a walk-through of the facility where the audited personal property is located whether or not required by contract. This process will be performed on all field audits performed by TMA audit staff.

9. Defense of Audit Findings

As directed by the Property Appraiser, TMA will provide the Property Appraiser's Office or its legal counsel, representation and/or testimony on behalf of the Property Appraiser's Office as an expert witness during appeals and/or litigation regarding the audit findings.

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

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2019, by and between the DUVAL COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), DUVAL COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Duval county, hereinafter referred to collectively as the “TAXING AUTHORITIES.”

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax audits and for back taxes related to business property tax listings; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) for audit services to conduct business personal property tax audits for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the “TMA Audit Agreement”); and

WHEREAS, TMA shall provide said audit services in exchange for the fee established in the TMA Audit Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA audit (hereinafter, the “Fee”); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax audits resulting from the tax audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITIES, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax audits pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITIES according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. Term & Termination: This Agreement shall become effective from the date entered above and shall remain in effect for an initial Twenty-Four (24) Months and shall continue in effect thereafter on a month-to-month basis. This Agreement may be terminated by either party without cause following the initial term upon thirty (30) days written notice.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that TMA audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund audit services.

Upon termination of this Agreement, Fees for all audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and

payment of all taxes related to TMA audits, or the expiration of such taxes as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

7. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

9. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

JERRY HOLLAND

DATE:

PROPERTY APPRAISER
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
904-630-2011

APPROVED AS TO LEGAL FORM

For the Property Appraiser:
Signature: _____

TAX COLLECTOR:

DATE:

JIM OVERTON
TAX COLLECTOR
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
940-630-1916

APPROVED AS TO LEGAL FORM

For the Tax Collector:
Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY

NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____



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

AGENDA ITEM:	10E-Interlocal Agreement for Paid Parking Program at Beaches Town Center
SUBMITTED BY:	Mark Rimmer, Program Coordinator
DATE:	August 29, 2019
BACKGROUND:	<p>This is the Interlocal Agreement with Atlantic Beach for the Paid Parking Program. It has been reviewed by the Neptune Beach and Atlantic Beach City Attorneys.</p> <p>It is on the Atlantic Beach Commission agenda for their approval on September 9, 2019.</p>
BUDGET:	N/A
RECOMMENDATION:	Consider the Interlocal Agreement with Atlantic Beach.
ATTACHMENT:	Interlocal Agreement

**INTERLOCAL AGREEMENT FOR PAID PARKING
PROGRAM AT BEACHES TOWN CENTER**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into on ____ day of _____, 2019 (the “Effective Date”), by and between the City of Neptune Beach, a municipal corporation located at 116 First Street, Neptune Beach, Florida 32266 (hereinafter, “Neptune Beach”), and the City of Atlantic Beach, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter, “Atlantic Beach”). Neptune Beach and Atlantic Beach shall be referred to collectively as, the “Parties”.

WHEREAS, to the extent the terms in this Agreement conflict with terms exclusive to parking management in the 1996 Interlocal Agreement between Neptune Beach, Atlantic Beach, the City of Jacksonville and Beaches Town Center Agency, the terms of this Agreement shall control.

WHEREAS, Neptune Beach intends to install, operate, and administer a pay-for-parking program in the Beaches Town Center area as more particularly described in Exhibit A, attached hereto and made a part hereof (the North Beaches Parking Program, hereinafter the “Parking Program”).

WHEREAS, the Parking Program will encompass certain publicly-owned property and rights of way located within the boundaries of Atlantic Beach and Neptune Beach, as more particularly described in Exhibit A.

WHEREAS, Neptune Beach and Atlantic Beach intend to cooperate and coordinate in the implementation and administration of the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach have enacted paid parking ordinances to address the authority and regulatory scheme associated with the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach intend to jointly designate a District Parking Operator (“DPO”) agreeable to both cities to implement the Parking Program as further defined below in accordance with the applicable ordinances of Neptune Beach and Atlantic Beach.

WHEREAS, to more efficiently and effectively administer the Parking Program, the Parties intend to memorialize their responsibilities and obligations with regards to said Parking Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Obligations of the Parties and Cost Sharing of the Parking Program

1. The above recitals are incorporated as if set forth fully herein.
2. Neptune Beach shall be solely responsible to enter into an agreement with a jointly-designated DPO for the purpose of implementing the Parking Program and providing the services as more

particularly described herein. Neptune Beach may, in its discretion, upon ninety (90) days prior written notice to Atlantic Beach, elect to proceed without a DPO at any time. In such event, Neptune Beach shall be responsible for all obligations of the DPO under this Agreement, provided, however, Atlantic Beach may elect to terminate this Agreement in accordance with Section 8 or 13, as may be applicable.

3. Neptune Beach, either directly or through the DPO, shall be responsible for all costs for materials, hardware, software, installation of equipment, repair, maintenance, replacement, and upgrades of equipment, employee training and certification, if needed, and other such related costs to administer the Parking Program.
4. Neptune Beach shall cause the DPO to maintain and keep all appropriate accounting records related to the operation of the Parking Program and shall provide to Neptune Beach and Atlantic Beach a monthly accounting report, identifying all revenue, costs and expenses of the Parking Program, including without limitation, the specific amount of gross revenue generated from parking spaces located within duly designated parking zones within Atlantic Beach and Neptune Beach, respectively. In the event of Neptune Beach's failure to cause the DPO to do so, Neptune Beach shall be responsible for same.
5. Neptune Beach shall annually, on or before July 1 of each year, prepare and provide to Atlantic Beach, an annual proposed budget for the Parking Program.
6. Neptune Beach shall remit to Atlantic Beach, on a monthly basis (with Year One to begin on October 1, 2019 and end on September 30, 2020 and years Two, Three, Four and Five to likewise follow), a total of seventy percent (70%) of all gross revenue generated by the fees, fines and rentals of the parking spaces located within duly designated parking zones within Atlantic Beach.
7. The remaining thirty percent (30%) of said gross revenue shall constitute Atlantic Beach's entire obligation towards the costs and expenses for the operation of the Parking Program and shall be retained by Neptune Beach.
8. The Parties agree that annually, but no later than September 1 of each year, they shall each review the proportional amounts described in Sections 6 and 7 above and determine whether any adjustments should be made. In the event the Parties do not agree on the proportional amounts for the fiscal year going forward, then either Party may provide written notice of termination to the other Party no later than September 1 of the applicable year, which termination shall be effective as of October 1 of the same year.
9. The Parties respective performance and obligations under this Agreement are contingent upon each Party's adoption of an annual budget containing appropriations as may be appropriate and necessary to carry out this Agreement.

Parking Program and DPO Responsibilities

10. The agreement between the City of Neptune Beach and the DPO shall generally provide for the following:
 - a. The jointly designated DPO shall administer and operate the Parking Program in accordance with this Agreement, the Neptune Beach and Atlantic Beach Codes of Ordinances and Florida law, as applicable.
 - b. With written consent from the City Manager of Atlantic Beach and the City Manager of Neptune Beach, the DPO may make modifications, alterations, adjustments, and other such decisions related to the administration, operation and enforcement of the Parking Program in accordance with the paid parking and other applicable ordinances of Neptune Beach and Atlantic Beach, respectively.
 - d. The DPO shall be solely responsible for collecting all parking payments, enforcement penalties and fees, and other such revenue generated from the Parking Program in accordance with the ordinances of Neptune Beach and Atlantic Beach and shall remit same to Neptune Beach. The DPO shall provide to Neptune Beach and Atlantic Beach monthly accounting reports regarding all revenue and expenses associated with operation of the Parking Program, including without limitation, the information referenced in Section 4 above.

Default and Remedies

11. A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision or warranty entered into between Atlantic Beach and Neptune Beach relating to the Parking Program. If a default, breach or anticipatory breach occurs, the Party not in default may, at any time or from time to time, pursue to enforce its remedy under this Agreement by suit in equity, action at law or by any other appropriate proceeding, including, but not limited to, the governmental conflict resolution procedures contained in Chapter 164, Florida Statutes, for damages or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations. No Party shall act upon any default until it has given the Party in default written notice of the default and thirty (30) days within which to cure the default.

General Provisions

12. Term. Subject to the provisions of Section 9 above, the term of this Agreement shall be for a period of five (5) years from the Effective Date. This Agreement may be extended thereafter on an annual

basis by way of written approval of such extension from each of the Parties following the adoption of Resolutions by the Parties' governing boards.

13. Termination. Except as provided in Section 8 above, either Party may terminate this Agreement by providing ninety (90) days written notice of its intent to do so to the other Party.

a. In the event of any termination by Atlantic Beach pursuant to this Agreement, Atlantic Beach shall pay to Neptune Beach prior to the effective date of the termination, a termination fee calculated as follows:

- if during Year One (October 1, 2019 through September 30, 2020), \$45,126.90, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Two (October 1, 2020 through September 30, 2021), \$24,392.29, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Three (October 1, 2021 through September 30, 2022), \$18,294.22, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Four (October 1, 2022 through September 30, 2023), \$11,433.89, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Five (October 1, 2023 through September 30, 2024), \$5,716.94.

Thereafter, should the Parties extend the term of this Agreement, no termination fee will be due. Further, should Atlantic Beach desire to retain the kiosks located within Atlantic Beach, Atlantic Beach shall also remit to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.

b. In the event Neptune Beach terminates this Agreement, then Atlantic Beach may, in its sole discretion, elect to discontinue the Parking Program at no cost to Atlantic Beach or elect to continue to operate the Parking Program within the boundaries of Atlantic Beach, in which case, Atlantic Beach would be responsible for operating expenses as of the effective date of termination and, should Atlantic Beach desire to retain the kiosks within Atlantic Beach, Atlantic Beach shall pay to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.

14. Binding. This Agreement binds the Parties and their respective successors and assigns in all respect to all terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the Parties, nor shall it be considered as giving any right or benefit hereunder to anyone other than the Parties, their successors and assigns.

15. All Parties agree to comply with all applicable laws, rules and regulations, federal, state and local, in its performance under this Agreement and its implementation.

16. No waiver by any party at any time of any of the terms, conditions, covenants and agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.
17. Entirety. This Agreement constitutes the entire present agreement between the Parties. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and executed by each of the Parties.
18. Conflicts. No member, officer or employee of the governing body of the City of Atlantic Beach or City of Neptune Beach, and no other public official of either such City who exercises any functions or responsibilities with respect to the Parking Program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Parking Program maintained under this Agreement.
19. Notices. Notices to be provided in accordance with this Agreement shall be delivered by U.S. Mail, return receipt requested, hand delivery or traceable overnight delivery service and addressed as follows:
- City of Neptune Beach
c/o City Manager
116 First Street
Neptune Beach, FL 32266
- With a copy to:
Zachary Roth, City Attorney
8818 Goodby's Executive Drive
Suite 100
Jacksonville, FL 32217
- City of Atlantic Beach
c/o Joe Gerrity, City Manager
800 Seminole Road
Atlantic Beach, FL 32233
- With a copy to:
Brenna M. Durden, City Attorney
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 150
Jacksonville, FL 32202
20. Indemnification. Atlantic Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the

sum of \$300,000, shall indemnify Neptune Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Atlantic Beach and its officials, agents, contractors and employees. Neptune Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Atlantic Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Neptune Beach and its officials, agents, contractors and employees. Nothing in this Agreement nor any action relating to this Agreement shall be construed as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by either Atlantic Beach or Neptune Beach. Additionally, there are no third party beneficiaries to this Agreement.

21. The Parties agree that the DPO may initiate services under this Agreement prior to October 1, 2019 and that reports, fees and data shall be provided in accordance with this Agreement, but that any period prior to October 1, 2019 shall not be included in Year One under this Agreement.

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

CITY OF ATLANTIC BEACH, FLORIDA

Ellen Glasser, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to Form and Content:

Brenna M. Durden, City Attorney

CITY OF NEPTUNE BEACH, FLORIDA

Elaine Brown, Mayor

Attest:

Catherine Ponson, City Clerk

Approved as to Form and Content:

Zachary Roth, City Attorney

EXHIBIT A

Overview and Purpose of the North Beaches Pilot Parking Management Program

Parking is the first and last impression of every visit to the Beaches Town Center

Q What is the North Beaches Parking Program?

A North Beaches Parking Program is a Pilot Program developed as a cooperative effort between the Cities of Neptune Beach and Atlantic Beach to create a data driven, market based, self-sustaining parking management program for the Beaches Town Center area (“BTC”). What is a Pilot Program? A **Pilot Program** (also called an experimental trial) is a small-scale operation conducted in order to test logistics and evaluate the feasibility, time, cost, value and effects of a program based on real data.

This Pilot Program will run for approximately 18-24 months and is designed to allow modifications to the implemented policies and guidelines based on true market data. The program data will be reviewed daily and the resulting evaluation of that data will be used to make any refinements necessary to the Program policies and procedures as needed.

Management Policy Guidelines

Priority – while it is understood and agreed that revenue is of key importance, it must also be understood that all of the points listed below have equal weight with revenue when policy is being developed. Parking is an asset that can benefit our communities and we need to ensure that we treat it as such.

Responsive – the Program Management needs to be available and responsive at any time during which the businesses in the BTC are open. The parkers are their customers, and so long as they are present there needs to be someone in a position of authority available.

Friendly, Professional and Reassuring – the staff/attendants physically running the Program will, in many cases be the first and/or last opportunity to insure the customer/visitor has a positive impression of their visit to the BTC. They need to not only be Parking Enforcement, but also serve as Ambassadors who are able to assist our visitors, customers, employees and others with any issues that might arise, or to answer any questions they may have. We cannot have these positions filled with un-skilled, poorly trained, inexperienced entry level personnel. Their importance requires they have some professional training and experience in customer service, and the maturity to handle a variety of situations that may arise.

Seamless – the Program must be inclusive, to include as many properties and parking spaces as can be assembled under one umbrella. The BTC is too compact to have multiple operations where the rules, rates, hours of operations and payment options vary from one block to the next.

Signage Pollution – the Pilot Program needs to be as universal as possible in order to minimize the amount of signage. Instructions for how to use the parking need to be simple, and not something different with each block. It is desirable to have consistent signage on City Right of Way.

Management Policy Goals

Resident neighborhoods adjacent to BTC – Neptune Beach and Atlantic Beach shall each strive to insure visitors and others coming to the BTC or beach don’t start converging on residential areas. Each City shall monitor any negative parking impacts to the nearby residential areas and seek to implement methods to discourage BTC visitors from parking on nearby residential streets.

NOTE: This document is effective as of September 3, 2019. The contents are subject to change without notice based upon the respective ordinances and governance of the Cities of Neptune Beach and Atlantic Beach.

City Residents – Consideration needs to be given to parking within the BTC for City residents and whether special conditions relative to pricing and/or locations should apply.

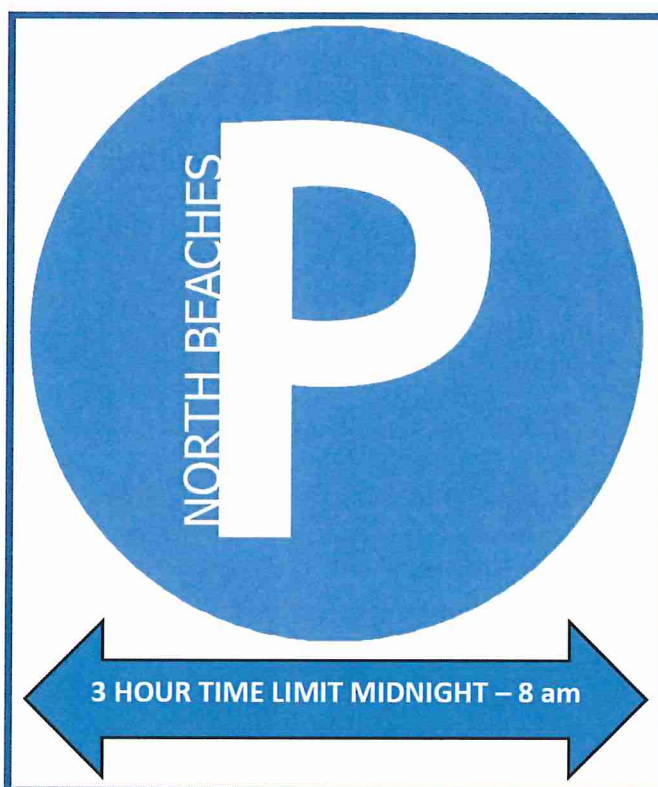
Turnover of prime storefront/on-street parking spaces – the value of one single parking space is enough to impact the bottom line for many of the smaller retailers in the BTC. Having cars parked all day long in any of those spots, regardless of how much they might pay in parking fees would be detrimental to the businesses in the BTC.

Employee Parking Program – employees are as critical as customers to any business, and providing safe, convenient parking at no cost to the employee is something that must be provided. Appropriate Employee Satellite Parking and the requisite Shuttle to and from the BTC Employee Parking lot is a necessity for all BTC businesses. Employee lots should be located and managed to have minimal or no impact on any residential areas, including impacts to traffic, noise or neighborhood character

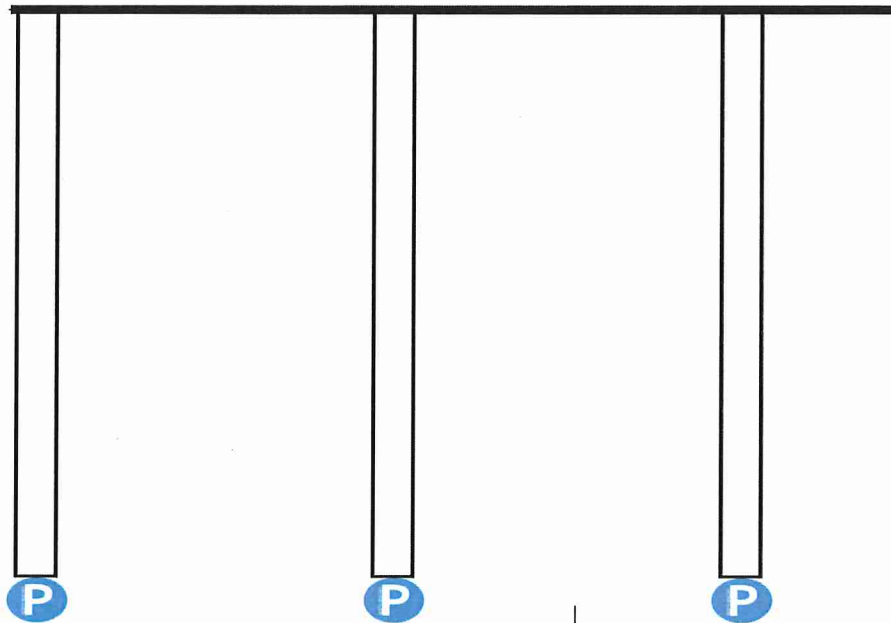
Q Where will the paid parking spaces be located?

A Spaces are located throughout the Commercial Area of the Beaches Town Center in Atlantic and Neptune Beach. Spaces will be identified by signage and/or pavement markers. There are 229 spaces (165 in Neptune Beach and 64 in Atlantic Beach).

STREET SIGN IDENTIFYING PARKING SPACES REQUIRING PAYMENT

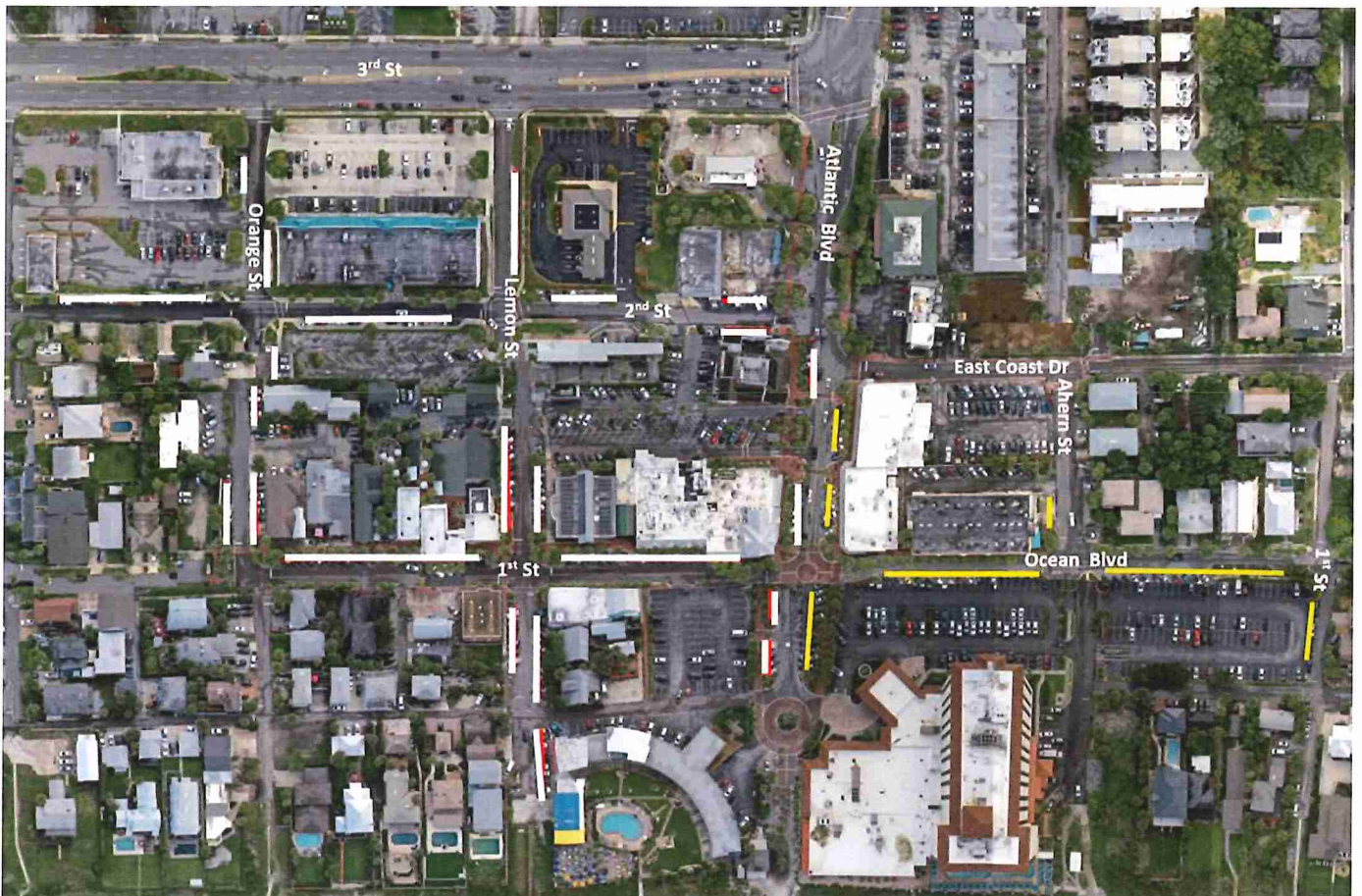


PAVEMENT MARKER IDENTIFYING PARKING SPACES REQUIRING PAYMENT



CONB PARKING SPACES

COAB PARKING SPACES



Q How do I pay for parking?

A You can pay at any Parking Kiosk displaying this Logo;



**NORTH BEACHES PAID PARKING
PAY BY PLATE
11 AM – MIDNIGHT 7 DAYS**

**1
NOTE YOUR
LICENSE
PLATE**

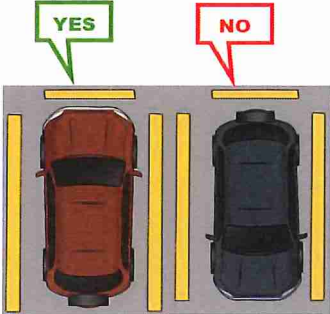


**2
ENTER PLATE
AT KIOSK*,
MAKE PAYMENT**

*APP AVAILABLE, SEE INFO



**3
PLATE MUST BE
VISIBLE, NO
BACKING IN**



You can also pay using the APP (Download instructions are posted on the Kiosks, instructional video available on our website at www.northbeachesparking.com, or ask one of our Parking Ambassadors to demonstrate for you).

Q Do kiosks accept Credit Cards? Cash?

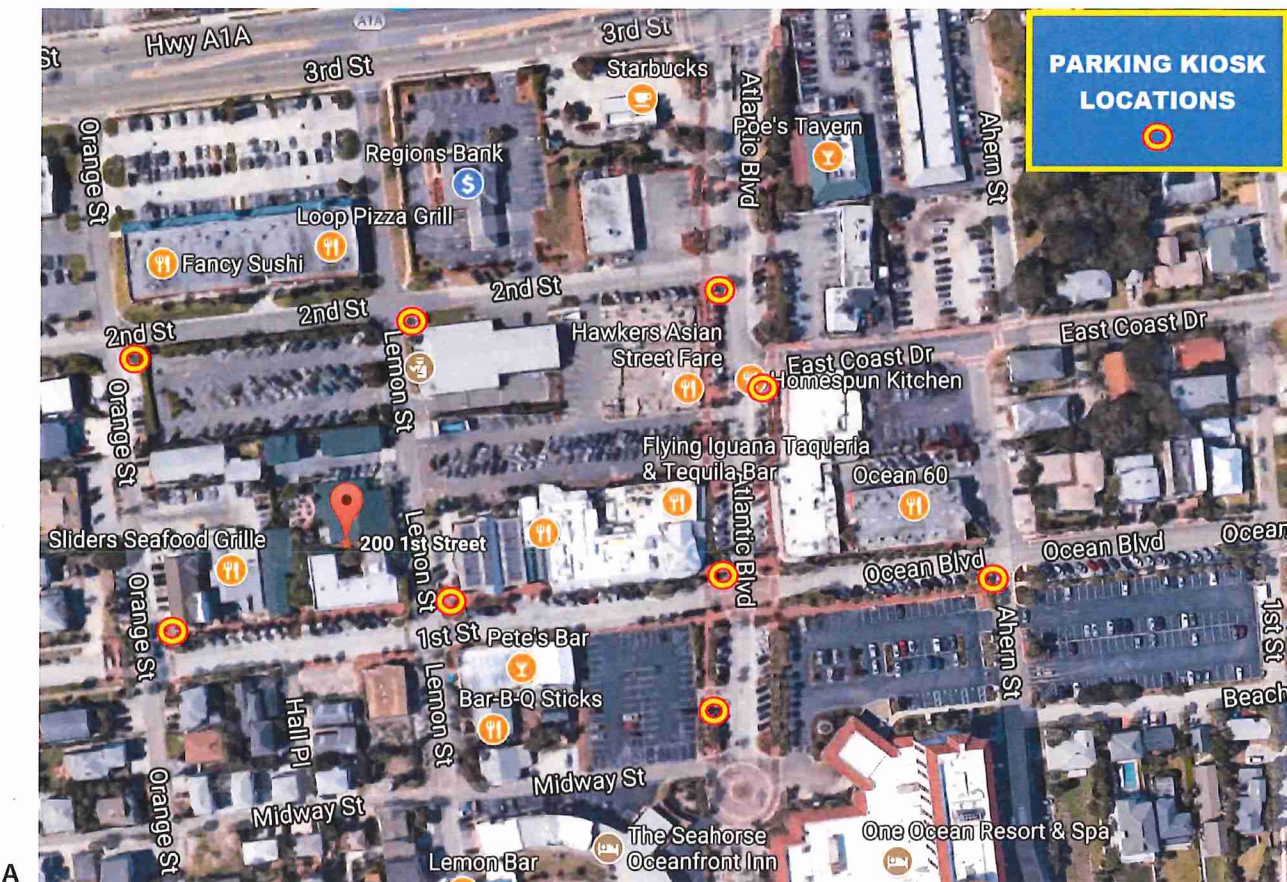
A Yes, you can pay at the Kiosks using a credit card or cash. The Kiosks will accept \$1, \$5 and \$10 bills (no coins). The machines will not give change, so cash payments must be "exact change only".

Q Do I have to display a receipt on my dash or enter a space number?

A No, you only need to enter your plate information, there is no need to display a receipt or enter a space number to verify payment.

Q Where are Parking Kiosks located?

SIGNS IDENTIFYING PARKING KIOSK LOCATIONS



Q What happens if a Kiosk is not working, how do we pay?

A You can pay at any Kiosk displaying the North Beaches Parking logo, single Kiosks are not limited to specific spaces. You may also pay with the app.

Q What happens if I get a parking ticket?

A All first-time violations, other than those involving ADA or “illegal” parking will receive a one-time courtesy notice with information on the Policy violation and contact information for any questions about the North Beaches Parking Program. Any subsequent violations of Program Policy will result in the issuance of a Parking Invoice listing the violation and an option to pay the listed parking fee (Parking Daily Max - \$12) by the close of business on the next business day. Parkers will have the option of paying the fee at any Kiosk, thru the app, on-line or at the North Beaches Parking Office. If they fail to pay the fee by the time it is due there will be a \$10 administrative fee added to the invoice, and they will have 15 additional days to pay the fee. If the 15-day payment period passes without payment the Parking Invoice will become a Parking Citation and will be turned over to the appropriate Municipal Entity for enforcement and collection subject to the current Municipal Code requirements for that specific violation.

Q What happens if I want to challenge a violation notice?

A Any person receiving a violation notice may contact the North Beaches Parking Program management to discuss, challenge or question the notice by calling the Parking Administrator at any time. If the parker is not satisfied with the results of that process, they may request an additional review with the North Beaches Parking Program management and the City Manager representing the subject location of the violation.

If the violation has passed the 30-day deadline and has been turned over to the appropriate Municipal Authority then any adjudication or challenge related to that violation would be subject to the Municipal Code requirements for that specific violation.

Q What happens if my car is towed, or booted?

A No vehicles will be towed or booted by the North Beaches Parking Program unless directed to do so by the Police Department having authority over that particular parking space or area.

Q Are there any Parking Spaces with restrictions or that require a special permit?

A There could be some spaces requiring registration, any spaces so designated will be identified by this signage;

STREET SIGN IDENTIFYING PARKING SPACES REQUIRING REGISTRATION

