



AGENDA
Regular City Council Meeting
Monday, November 2, 2020, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Proclamation Declaring November as Complex Regional Pain Syndrome Awareness Month
3. APPROVAL OF MINUTES
 - A. **October 5, 2020, Regular City Council Meeting**
October 19, 2020, Workshop City Council Meeting
4. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor • City Council • City Manager	• City Attorney • City Clerk • Departmental Reports
---	---
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. CDB20-03SE Application for a special exception and preliminary development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for the property owner Neptune Square LV, LLC Et AL/Seminole Shoppes LLC. The request is to add a covered outdoor seating/dining area on private property in front of the property known as for 628 Atlantic Blvd. Suite #1 (RE# 172394-1700) per Section 27-226(j)(3)b-Allowable uses within zoning districts.
 - B. V20-09 Application for variance as outlined in Chapter 27, Article 3 Division 8 of the Unified Land Development Code of Neptune Beach for the property owner Southcoast Beaches, II, LLC and tenants Jax Surf and Paddle, LLC. Variance request to Special restrictions and conditions on allowable uses within zoning districts Sections 27-227(6)(1), 27-227(6)(2) & 27-227(6)(3). The request is to enclose a space of the City's right-of-way adjacent to 241 Atlantic Blvd Suite 102 (RE#172787-0020) in order to extend their retail offerings.
 - C. CDB20-05 Application for Art Project as outlined in Chapter 27 Section 27-596 for the property owned by Seahorse NB, LLC located at 120 Atlantic Blvd. The request is to paint a mural on the south wall facing Lemon Street of the Seahorse Oceanfront Inn.

- D. CDB20-05SE Application for a special exception and preliminary development permit as outlined in Chapter 27, Article 3 Section 27-226(c)(3)a of the Unified Land Development Code of Neptune Beach for the property formerly known as 2004 Forest Avenue (Re#177490-0000). This property is owned by the City of Neptune Beach. The request is to construct a new Senior Center in the R-1 zoning district.

8. ORDINANCES

- A. ORDINANCE NO. 2020-11, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 27, Unified Land Development Code; Article IV, Land Use; Amending Section 27-226, Allowable Uses Within Zoning Districts; and Providing an Effective Date (Allows a Specific Form of Tattoo Artistry that only Includes Microblading and Permanent Cosmetic Artistry within the C-2 and C-3 Zoning Districts)
- B. ORDINANCE NO. 2020-09, SECOND READ AND PUBLIC HEARING, An Ordinance Creating Section 21-26 Regarding Voting Requirements for Certain Millage Rate Increases; Providing for Severability; Providing an Effective Date.
- C. ORDINANCE NO. 2020-12, SECOND READ AND PUBLIC HEARING, An Ordinance of the City Of Neptune Beach, Florida, Extending A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Sections 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.
- D. ORDINANCE NO. 2020-13, SECOND READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, To Further Extend a Temporary Moratorium to Prohibit the Acceptance or Processing of Any Application for a Special Exception Permit, Development Order, or any other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Planned Unit Development as set forth in Chapter 27, Unified Land Development Regulations, Section 27-244, Planned Unit Development, and Section 27-244.1, Temporary Moratorium; and Providing an Effective Date.

9. OLD BUSINESS / NONE

10. NEW BUSINESS

- A. Christmas Light Funding Request from Beaches Town Center
- B. Surplus Property - 2002 John Deere Backhoe- Model 710SG
- C. Northeast Florida Public Employees' Local 630 Union Contract

11. COUNCIL COMMENTS

12. ADJOURN



MINUTES
REGULAR CITY COUNCIL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266
MONDAY, OCTOBER 5, 2020, 6:00 P.M.

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, October 5, 2020, at 6:00 p.m., in person and by Communications Media Technology, pursuant to Governor Executive Order Number 20-69, issued on March 20, 2020 as extended by Executive Order 20-112, 20-123, 20-139, 20-150, 20-179, 20-193, and 20-246.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Fred Jones
 Councilor Kerry Chin
 Councilor Scott Wiley
 Councilor Josh Messinger (*absent*)

 Councilor-Elect Lauren McPhaul

STAFF:

City Manager Stefen Wynn
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Chief Financial Officer Carl LaFleur
 Commander Michael Key
 Commander Gary Snyder
 Public Works Director Leon Smith
 Deputy Public Works Director Megan George
 Code Compliance Supervisor Piper Turner
 Community Development Director Kristina Wright
 Senior Center Director Leslie Lyne
 Grant and Resiliency Coordinator Colin Moore
 City Clerk Catherine Ponson

Call to Order/Roll Call

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

APPROVAL OF MINUTES

Minutes

Made by Jones, seconded by Wiley.

MOTION: TO APPROVE THE FOLLOWING MINUTES, AS AMENDED:

September 8, 2020, Regular City Council Meeting
September 10, 2020, Special City Council Meeting
September 21, 2020, Special City Council Meeting
September 21, 2020, Workshop City Council Meeting
September 22, 2020, Mayor/Councilor-Elect/City Staff Meeting

Roll Call Vote:

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

MOTION CARRIED

City Attorney Report	City Attorney Zachary Roth reported that Florida Governor Ron DeSantis had extended virtual meetings through October 31, 2020. (Executive Order No. 20-246) Mr. Roth added that the Governor's memorandum stated that governing bodies should be prepared to meet in person by Florida law beginning November 1, 2020.
Police Chief Report	Chief of Police Richard Pike reported that the Police Department is partnering with Farm Share, Beaches Chapel, and Community First Credit Union for a food drive on Saturday, November 14, 2020 from 9:00 a.m. to 12:00 p.m. at Beaches Chapel, 610 Florida Boulevard, Neptune Beach, Florida 32266.
Traffic Plan for Kings Road Bridge	<u>Traffic Plan for Kings Road Bridge</u> . Chief of Police Richard Pike and Police Commander Gary Snyder presented the traffic plan for the Kings Road Bridge area as the FDOT project nears completion.

CITY MANAGER REPORT

City Manager Report	City Manager Stefen Wynn reported that: Jarboe Park improvements are beginning to break ground with a tentative date of May 7, 2021 for completion. This could coincide with the City's 90-year anniversary celebration. The Senior Center is \$18,000 shy of the \$100,000 goal with donations still being accepted. The modular building is in production
RFQ for Financial Advisor	The City is heavily involved in the stormwater design project. He added that further into his report he will be recommending the City look for a financial advisor to help decide to whether or not to do a nonrevolving line of credit. He stated that he did not want to put together an RFP without engaging the services of a financial advisor. He would like to issue an RFQ for a financial advisor. Councilor Wiley questioned the RFQ process. He stated that the last time the City went through that process, did not know how much the service would cost. He asked would this lock the City into doing anything or is this something the City is just looking at. He has a strong opinion when it comes to debt as to what the City should do as far as borrowing money. Mr. Wynn explained that the RFQ is a qualifications-based approach. It is scored based on criteria put in place ahead of time. The highest score goes forward for contract negotiation. If you fail with that firm, you go the next highest scored firm and negotiate with them. In his experience, the price for a financial advisor for a City of our size would be anywhere from \$35,000 to \$55,000. Chief Financial Officer Carl LaFleur stated that there are people that do this for a living that know more about what is available and it is in our best interest to tap into that resource. Councilor Wiley stated he did not want to commit to something as we just started the new budget year. Mayor Brown commented she appreciated Councilor Wiley's opinion. We want to make sure we are getting the best deal for the City as things are changing all the time. Made by Chin, seconded by Wiley.

MOTION:

TO AUTHORIZE THE CITY MANAGER TO ISSUE AN RFQ FOR A FINANCIAL ADVISOR

Roll Call Vote:

Ayes: 4-Wiley, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

Mr. Wynn continued with the City Manager report by adding that the City is in the middle of a study for wastewater treatment and collection. At the September 30 Finance Committee, City staff brought forward a Request for Inclusion into the State Clean Water Revolving Fund for that project.

The City has opted to complete an in-kind project in lieu of paying fines for being in violation of nitrogen limits. This project is in the Oceanwood neighborhood and will help alleviate the storm sewer backing up.

Mr. Wynn reported that the Finance Department is already preparing for the FY2020 audit and reviewed some of the large expenditures for FY2020.

He also reviewed the changes for the Local 630 contract recently up for negotiation.

Chief Financial
Officer Report

Mr. LaFleur reported that the FY2020 budget year had just ended and the City is straddling between two fiscal years. He thanked his staff and added that the department is moving forward and is preparing for the upcoming audit.

He confirmed Councilor Wiley's inquiry that the monthly financial reports would resume for the upcoming Council.

PUBLIC COMMENTS / NONE**VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS**

V20-01, Variance
for 540-580
Atlantic Blvd and
Development
Agreement

Items 7A and 7B, Variance request from Neptune Beach FL Realty, LLC for property known as 540-580 Atlantic Boulevard (RE#172395-0130) and Development Agreement between City of Neptune Beach and Neptune Beach FL Realty, LLC was pulled from agenda at the applicant's request.

ORDINANCES

Ord. No. 2020-06,
Pension Benefits

Ordinance No. 2020-06, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Retirement System of the Code of p. Ordinances of the City of Neptune Beach; Amending Section 2-349.12, Minimum Distribution of Benefits; Amending Section 2-349.25, Reemployment After Retirement; Amending Section 2-349.27, Individual Member Share Accounts; Providing for Compliance with the SECURE Act; Providing for Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

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

Made by Wiley, seconded by Jones.

MOTION: **TO ADOPT ORDINANCE NO. 2020-06 ON SECOND READ**

Roll Call Vote:

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

MOTION CARRIED

Ord. No. 2020-10, Sidewalk Construction Fund Ordinance No. 2020-10, Second Read and Public Hearing. An Ordinance Amending Section 27-479, Regarding Sidewalk Construction and Use Requirements; Amending Requirements Regarding Outdoor Seating in Rights-of-Way; Providing for Payment in Lieu; Providing Appeal Procedure; Providing for Severability; Providing an Effective Date.

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

Councilor Wiley asked how this would come into effect if you were building a house and there were no sidewalks in the area. He questioned how does the process work.

Community Development Director Kristina Wright explained the property owner would make a payment into the sidewalk construction fund for when the time comes to implement the sidewalk in that section. The cost would be based on the City's cost per linear foot to install a sidewalk.

Made by Jones, seconded by Chin.

MOTION: TO ADOPT ORDINANCE NO. 2020-10 ON SECOND READ

Roll Call Vote:

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

MOTION CARRIED

Ord. No. 2020-09, Voting Requirements for Certain Millage Rate Increases Ordinance No. 2020-09, First Read and Public Hearing. An Ordinance Creating Section 21-26 Regarding Voting Requirements for Certain Millage Rate Increases; Providing for Severability; Providing an Effective Date.

Public Hearing Mayor Brown opened the public hearing.

Tom Patton, 1827 Leeward Lane, Neptune Beach, spoke in support of the ordinance. He stated it is common sense legislation written to protect Neptune Beach homeowners from ill-advised and capricious tax increases. He added this ordinance is in the best interest of the taxpayers of Neptune Beach and urged the Council to give it consideration.

Mr. Wynn commented that an email had been received from Neptune Beach resident Chuck McCue in support of the ordinance.

There being no further comment, Mayor Brown closed the public hearing.

Discussion Mr. Wynn stated that a staff report had been requested at the last workshop. He tried to answer some of the questions and concerns from the workshop in the report.

Councilor Wiley remarked that this ordinance had been workshopped and discussed. He stated there is no downside to the ordinance. It gives homeowners a little bit of comfort knowing there is a buy in to the millage rate increase. He is not saying it will come up in the

next two years but with the financial situation with the economy and the State of Florida, anything can happen. The ordinance can be repealed by simple majority.

Vice Mayor Jones asked City Attorney Roth the reason for lack of precedence

Mr. Roth answered it was a combination of it not being common to begin with and then, generally speaking, it's unlikely that you would see something that restricts increasing taxes being challenged in court.

Vice Mayor Jones continued that this has merit and he questioned the threshold and moving it to one mil.

Mr. Wynn stated that the ordinance could be amended or put in language that allows for a simple majority, as long as it is not done under an emergency situation and under the normal procedure.

Councilor Chin commented that his concerns had been answered. He added that in case of emergency a majority would be able to repeal this and handle the emergency.

Mayor Brown remarked she appreciated the research done regarding other municipalities. The questions have been answered and the citizens will feel better. She is ready to move forward.

Made by Wiley, seconded by Chin.

MOTION: TO APPROVE ORDINANCE NO. 2020-09 ON FIRST READ

Roll Call Vote:

Ayes: 4-Wiley, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

Ord. No. 2020-12, R-4 Lot Split Moratorium	<u>Ordinance No. 2020-12, First Read and Public Hearing</u> , An Ordinance of the City Of Neptune Beach, Florida, Extending A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Sections 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.
Public Hearing	Mayor Brown opened the public hearing. Jon Raiti, 224 Bowles Street, Neptune Beach, spoke in support of the moratorium. There being no further comment, Mayor Brown closed the public hearing.
Discussion	Councilor Chin stated this would be revisited when the Code is rewritten. We are timing it with the PUD moratorium to expire at the same time. Hopefully, we will come up with a solution that will be amenable to all residents. Made by Jones, seconded by Chin.

MOTION: TO APPROVE ORDINANCE NO. 2020-12 ON FIRST READ

Roll Call Vote:

Ayes: 3-Chin, Jones, and Brown.

Noes: 1-Wiley

MOTION CARRIED

Ord. No. 2020-13, PUD Moratorium Ordinance No. 2020-13, First Read An Ordinance of the City of Neptune Beach, Florida, To Further Extend a Temporary Moratorium to Prohibit the Acceptance or Processing of Any Application for a Special Exception Permit, Development Order, or any other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Planned Unit Development as set forth in Chapter 27, Unified Land Development Regulations, Section 27-244, Planned Unit Development, and Section 27-244.1, Temporary Moratorium; and Providing an Effective Date.

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

Discussion Councilor Wiley stated that this is extending the PUD moratorium again. He questioned if the PUD ordinance would be looked at by Dover, Kohl and Partners and give Council something to look at that is different than what we have now as there were several loopholes.

Ms. Wright explained that this will happen in Phase 3 of the Vision Plan process, which there is a kickoff meeting planned for October 23, 2020, for Phases 2 and 3. Phase 3 will include a Code overhaul. This will be something that will be addressed, directly or indirectly, depending on the format of the Code.

Vice Mayor Jones stated this is part of the mechanics of the process. He pointed out the significance of the Department of Economic Opportunity Award to the City of \$50,000 for the Comprehensive Plan update.

Made by Chin, seconded by Wiley.

MOTION: **TO APPROVE ORDINANCE NO. 2020-13 ON FIRST READ**

Roll Call Vote:

Ayes: 4-Wiley, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

OLD BUSINESS / NONE

NEW BUSINESS

Res. No. 2020-08, Order of Business Resolution No. 2020-08, A Resolution Establishing the Order of Business for the City Council Regular and Workshop Meetings.

Mr. Wynn explained that the City Manager Report in the order of business for the Council Workshop be changed to Departmental Score Card. The City Manager Report is given during the Regular Council meeting.

Made by Chin, seconded by Jones.

MOTION: **TO ADOPT RESOLUTION NO. 2020-08, ESTABLISHING ORDER OF BUSINESS**

Roll Call Vote:

Ayes: 4-Chin, Wiley, Jones, and Brown.

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Councilor Chin commended Fletcher High School for their homecoming parade held earlier that day.

Vice Mayor Jones announced that the City of Neptune Beach is first City in the State of Florida to have the entire section of the East Coast Greenway completed of all municipalities where this goes through.

Adjournment

There being no further business, the meeting adjourned at 7:26 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266 MONDAY,
MONDAY, OCTOBER 19, 2020, 6:00 P.M.

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, October 19, 2020, at 6:00 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266, and by Communications Media Technology, pursuant to Governor Executive Order Number 20-69, as extended by 20-112, 20-123, 20-139, 20-150, 20-179, 20-193, and 20-246.

Attendance

IN ATTENDANCE:

Mayor Elaine Brown (*absent*)
 Vice Mayor Fred Jones
 Councilor Kerry Chin
 Councilor Josh Messinger
 Councilor Scott Wiley

STAFF:

City Manager Stefen Wynn
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Chief Financial Officer Carl LaFleur
 Community Development Director Kristina Wright
 Grants and Resiliency Coordinator Colin Moore
 Senior Center Director Leslie Lyne
 Public Works Director Leon Smith
 Deputy Public Works Director Megan George
 Code Compliance Supervisor Piper Turner
 City Clerk Catherine Ponson

Call to Order

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

AWARDS / PRESENTATIONS / GUESTS

**Presentation of
 Final Draft Vision
 Plan by Dover,
 Kohl and Partners**

Presentation of Final Draft Vision Plan by Dover, Kohl and Partners. Victor Dover and Luiza Leite, with Dover, Kohl and Partners presented the final draft of the Neptune Beach Community Vision Plan. Mr. Dover stated that this was a chance to go over the final draft of the Vision Plan. He reviewed the timeline and process used to get to this point, including a kickoff meeting and site visit, neighborhood workshops, and virtual design charettes. There was a draft plan presentation and revised that based on public comments. The final draft is being presented tonight. This is the first phase of the Community Vision Plan. This is the foundation on which the other two phases will be built, which are the Comprehensive Plan and Land Development Code.

Ms. Leite recapped the process and participation for the Vision Plan. She pointed out what had changed since the First Draft of the Vision Plan was presented. Some of these changes include adding the last chapter, "Implementation and Ongoing Engagement," an in-depth project list and shared street applications.

Ms. Leite remarked there had been a lot of public comments received regarding beach access. She added that after the first draft, people wanted to improve all the beach

different access points. A map was created that shows each of the different access points and whether there is bicycle and ADA parking. They created design options for how the City could potentially use the public right-of-way in each of these beach access points, including more dedicated bicycle parking, trash cans, and also some parking. She explained that most of the beach access points have 50 feet in width of right-of-way between two residential properties. She pointed out that over time, the City could make these improvements and get up to 50 additional beach parking spaces that wouldn't be taking up spaces on residential streets.

Ms. Leiti continued by reviewing low-impact recreational facilities, additional benefits of trails, safe routes to schools, the senior activity center, and mobility and parking. She explained the pros and cons of dispersed versus centralized parking.

Ms. Leiti stated that the most important change was the addition of an implementation chapter. There have identified measures of success. These use key performance indicators and measures of success to help track performance measures. There are also different funding mechanisms, including an overview of a Community Redevelopment Agency (CRA), which could help implement some of the projects and actions highlighted in the implementation chapter.

The next steps of the Vision Plan include looking ahead to Phase 2 and 3 of the process, which are updating the Comprehensive Plan and the Land Development Regulations. A kickoff meeting is scheduled for October 23rd. This meeting is about defining the project schedule.

Discussion

Councilor Messinger commented that if we are adding places at the beach accesses, we should look at how we balance the increase of parking. If we could somehow have the beach access spaces be for visitors and First Street parking be more dedicated to residents. He did state that this was moving in the right direction.

Councilor Wiley stated that there had been a lot of work done and there was a lot of information in the Vision Plan. He added there were a lot of areas that the Council as a whole has not had an opportunity to go over in a roundtable or workshop. He noticed there is parking added and he still has some questions. He is surprised there is a vote to approve the plan at the next Council meeting.

Councilor Chin agreed with Councilor Wiley on his concerns regarding the parking and other proposals. He would like to go over them and ask questions of staff and perhaps the consultants. He feels Council could use another meeting to workshop the Vision Plan.

Vice Mayor Jones commended DKP on a great job. He stated there had been a tremendous amount of opportunity to comment and there have been various drafts. He added this is a road map. Not everything is set in stone. It is meant to provide direction for future councils. If Council feels having a roundtable discussion to vet a few things to vet or get some comfort, then he is amenable to that.

A roundtable will be scheduled with Council and DKP to talk about a number of elements before we go into final adoption and the next phase.

DEPARTMENTAL SCORE CARD

Departmental Score Card

Departmental Score Card. City Manager Stefen Wynn presented the inaugural departmental score card. This was previously known as the City Manager Action List. The score card will include items that each department is working on. This will be presented at each Council Workshop.

Councilor Messinger remarked it is a great report. He requested more data that includes what the prior status was, the current status and the future of the project.

COMMITTEE REPORTS

Land Use & Parks	Committee Chairman Messinger reported the committee met on September 2, 2020. The next meeting will be the first week of November and the time is being finalized.
Strategic Planning & Visioning	Committee Chairman Jones reported the committee met on September 23, 2020. The items discussed were the Vision Plan and the implementation of the CRA.
Transportation & Public Safety	Committee Chairman Jones reported this committee would meet on October 28, 2020. Discussion will include the crosswalk at Kings Road and Florida Boulevard, CIP Projects and the TPO Parking Study Update.
Finance/ Boards/ Charter Review	Committee Chairman Wiley reported his committee met on September 30, 2020. The Request for Inclusion for the Clean Water State Revolving Fund was reviewed. This would allow planning and design work for the City to be eligible for funding. Mr. Wynn advised the RFP for banking services had been issue.

PUBLIC COMMENT

Public Comment	Mary Frosio, 1830 Nightfall Drive, Neptune Beach, spoke regarding the temporary parking in Jarboe Park. She requested to not change the Master Plan. She also spoke regarding the volleyball court measurements.
----------------	--

City Clerk Catherine Ponson read into the record an email from Pat Hazouri, 207 Florida Boulevard, Neptune Beach. The email expressed concern about possible conflicts of interest with Dover, Kohl and Partners. She requested an investigation before the rewrite is approved.

PROPOSED ORDINANCES

Proposed Ord. No. 2020-11, Microblading	<u>Proposed Ordinance No. 2020-11, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 27, Unified Land Development Code, Article IV, Land Use, Amending Section 27-226, Allowable Uses Within Zoning Districts, and Providing and Effective Date. (Allows a Specific Form of Tattoo Artistry that only includes Microblading and Permanent Cosmetic Artistry within the C-2 and C-3 Zoning Districts.</u>
---	---

Community Development Director Kristina Wright explained there is demand within the community to provide microblading and permanent cosmetic artistry at beauty salons and personal service establishments to best serve anyone who's quality of life would be enhanced by microblading and permanent cosmetic artistry. Currently, the LDC prohibits tattoo establishments, and the Florida Department of Health requires Microblading and permanent cosmetic artistry is considered a form of tattooing within the State of Florida. The practice of tattooing in Florida requires licensure as a tattoo artist and microblading must occur within a licensed tattoo establishment. As such, a text amendment to the LDC to allow a specific form of tattoo artistry that only includes microblading and permanent cosmetic artistry via Ordinance 2020-11 is necessary to provide the specific path forward to allow microblading within beauty establishments while continuing to prohibit establishment devoted to tattoos that are not restricted to microblading and permanent cosmetic artistry. As a result, the definitions have been amended to clarify this distinction within Appendix "B" and the allowable uses were updated within the Commercial-2 (C-2) and Commercial-3 (C-3) zoning districts as indicated within Appendix "A."

Councilor Wiley asked what does this mean and what are the services going to be.

Ms. Wright explained it is a form of tattooing. This is turning the pigmentation in a similar process for cosmetic improvement.

Councilor Messinger stated he supports the legislation. He questioned if this would allow for someone to open a tattoo parlor or is the language ironclad.

City Attorney Zachary Roth explained that the language provided states that microblading is a specific form of allowable tattoo artistry and retains the “not including tattoo establishments.” The definition of microblading is fairly restrictive talking about the kind of specific process being done.

Cheryl Diss, 12561 Enchanted Hollow Drive, Jacksonville, stated she has been a tattoo artist for over 15 years. The reward is much higher for her when she can help someone regain their confidence by giving them brows.

CONSENSUS: **MOVE PROPOSED ORDINANCE NO. 2020-11 TO FIRST READ ON NOVEMBER 2, 2020.**

CRA
Implementation

CRA for Neptune Beach. Ms. Wright explained that as a result of the high-quality visioning, there are a number of projects. The City is in search of implementation strategy. A CRA has been identified as one that will help the City to provide the resources and also be a true partner with the City of Jacksonville for a number of projects the City would look to collaborate on. There are steps used to create a CRA, including noticing a meeting to discuss the creation of the Finding of Necessity and obtain state and local approval.

Council discussion included benefits to the City, including keeping tax dollars in the City, the process and timeline for the plan. Ms. Wright pointed out that any project using CRA funds cannot be in a CIP.

CONSENSUS: **MOVE FORWARD WITH ADVANCING THE CRA PROCESS**

Jarboe Park
Details

Jarboe Park Details. Mr. Wynn explained there were details of the Jarboe Park in advance of demolition and construction of details that need final approval.

The issues surrounding the volleyball courts will require additional information. The drawings submitted by Parsons and Pittman Landscape Architecture show three total courts being installed. The contractor does not believe there is enough room to get three courts in the area. Staff is recommending maintaining the current existing number of two in order to maintain a minimum seventeen feet of clearance around the boundaries of the court as recommended by the USA Volleyball Association.

Councilor Chin stated he did not have a clear idea of the play area dimensions or the overall area available for all of the courts in order to make a decision.

Mr. Wynn stated that the contractor is recommending a 17-foot buffer between the court boundaries to provide a safe play area.

Councilor Chin commented that if we can agree on a number then we can calculate what space is available to ensure safety.

Councilor Messinger remarked that when it comes to standards, the Federation of International Volleyball is the gold standard. It is what is followed by universities

throughout the country. He measured the area himself and what is required is there. It is the second most used sport space in the park. This has been discussed throughout this whole process. Reducing that capacity would be a mistake. There is plenty of room for the 10-foot wide pedestrian path. Pedestrian connectivity is what this is all about. He thinks it can be done safely following the international standard.

Councilor Wiley states his concern is the parking east of Beaches Chapel gym. He does not understand taking parking away from the park. He added it is necessary.

Vice Mayor Jones commented he supports the Plan as we have had it since the beginning. We need to be consistent with what the Plan is. FDOT is going to be installing a pedestrian hybrid beacon at Bay Street. This means we will have a contiguous East Coast Greenway with no gaps and a crossing that is put in exclusively for pedestrians.

Councilor Chin pointed out there is a difference in measurement for the volleyball court. He added this discrepancy needs to be ironed out.

Councilor Messinger requested measuring the space between the existing utility pole and the point where there needs to be a three-foot wide path around the tennis court. That is the land we are talking about for implementing this.

Councilor Wiley stated that the Plan adopted was conceptual which means it can be changed.

Mr. Wynn reported that demolition is scheduled to begin next week. In the meantime, there is a survey crew that could tell us exactly how much space the City has to work with. That would give us a better understanding of where we need to go.

Mr. Wynn advised Council that Staff is recommending to keep the parking along the west side of 5th Street until Phase 1B is completed. Staff is proposing, as a part of construction staging, keeping the parking along 5th Street until the western off-street parking is complete.

Mr. Wynn stated there were two issues. One is do we have enough space for three volleyball courts to be safe, and the second is Council okay with the construction staging moving into Phase 1.

Councilor Messinger clarified that the measurement is from the utility pole to the boundary. If it is six-foot path, and we have not built the retaining wall, and we have not built the path. We may have to move the retaining wall, one foot or two feet. He stated that it would be well worth it to get that the third court in. He does not want to make it so rigid that the survey comes back and says because of the right-of-way and because of this retaining wall, it doesn't work. But if you tweak things very lightly, it does work. He stated it is important to take this into consideration when we are looking at these measurements. Councilor Messinger added he does have a Land Use and Parks Committee meeting the first week of November and can fully address this in detail on that committee.

Vice Mayor Jones summarized that Staff would get the survey done and use the Federation of International Volleyball Standards. Based on the survey, this will determine what needs to be done to preserve the third court. The temporary parking will remain as part of construction phasing. The Land Use and Parks Committee will discuss this at the next committee meeting.

PUBLIC COMMENT

Mary Frosio, 1830 Nightfall Drive, Neptune Beach, spoke regarding the volleyball court measurements. She stated that the City should use the International Standards for beach volleyball.

Adjournment There being no further business, the workshop meeting adjourned at 8:19 p.m.

ATTEST:

Elaine Brown, Mayor

Catherine Ponson, CMC
City Clerk

Approved: _____

Agenda Item #7A

City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Community Development Board

FROM: Kristina L. Wright, FRA-RA, Community Development Director

DATE: October 7, 2020

SUBJECT: **CDB20-03SE 628 Atlantic Boulevard (PIN: 172394-1700)**

Background:

Application CDB20-03 SE 628 Atlantic Boulevard (PIN: 172394-1700) is a request for a special exception and preliminary development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for the property owner Neptune Square LV, LLC Et AL/Seminole Shoppes LLC. The request is to add a covered outdoor seating/dining area on private property in front of the property known as 628 Atlantic Blvd. Suite #1.

Summary:

Outdoor seating areas have become increasingly popular as a result of the current COVID-19 pandemic. The applicant is proposing to construct a 16' by 31.19' covered seating area within a 33.69' by 18.5' space using 3 extra parking spaces within the front of 628 Atlantic Boulevard, Suite #1. The LDC allows outdoor seating as a special exception within the C-3 Zoning District per Section 27-226(j)3(b). The subject property, as well as the overall property owned by the same property owners, contains an excess of parking. The applicant is proposing to construct an outdoor seating area with additional planter boxes while preserving the existing palm tree to provide a shaded fresh air open space for outdoor seating.

Section 27-160 Required Findings Needed to Recommend a Special Exception:

- A. How the proposed is consistent with the comprehensive plan:** *The proposed outdoor seating is consistent with the goals, objectives and policies of the comprehensive plan and is consistent with the current implementation of the comp plan.*
- B. Indicate how the proposed special exception (use) would be compatible with the general, considering the population density; the design, density scale, location and orientation of existing and permissible structures in the area; property values; and location of existing similar uses.** *The proposed outdoor seating is compatible with the general character of the area and is consistent with the commercial designation on the future land use map. Typical uses along the corridor include retail shopping centers, restaurants with drive through facilities and outdoor seating, and other intensive uses. The design is consistent with businesses located in the same shopping center and others along*

the corridor. The orientation of the building and outdoor seating area is appropriate for the location when considering the existing uses in the area and property values.

- C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.** *The proposed outdoor seating would NOT create environmental impacts that would be inconsistent with the health, safety, and welfare of the community. There are several such uses along the corridor which have shown to be a very desired use in the beach community.*
- 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.** *The proposed outdoor seating would NOT cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement or parking that is inconsistent with the health, safety and welfare of the community. A railing will separate the outdoor seating from traffic and parking. The ADA route for the shopping center will not be affected by this modification to the property.*
- 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.** *The proposed use would not have a detrimental effect on the future development of the area. The outdoor seating will add to the vibrancy along the corridor and promote a beneficial business environment.*
- F. Indicate how the proposed use would not overburden existing public services and facilities.** *The proposed outdoor seating would not overburden existing public services and facilities. All public services were accounted for in the current permitted facility and are available to the property without affecting adjacent properties. A variance was previously obtained for the shopping center to exceed the maximum parking provided, so the loss of 3 parking spaces will not affect the function of the property.*
- G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.** *The current facility has been permitted and shown to meet all other requirements of the ULDC and Chapter 27.*

Staff Recommendation

Staff recommends approval of application CDB 20-03SE 628 Atlantic Boulevard.

Recommended Motion

I move to approve application CDB 20-03SE 628 Atlantic Boulevard.

CDB Minutes, 10-14-2020

Special Exception & Preliminary
Development Permit Neptune
Square LV, LLC & Seminole
Shoppes, LLC 628 Atlantic Blvd
Suite #1 Outdoor Seating/Dining

CDB20-03SE Application for a special exception and preliminary development permit as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for the property owner Neptune Square LV, LLC Et AL/Seminole Shoppes LLC. The request is to add a covered outdoor seating/dining area on private property in front of the property known as for 628 Atlantic Blvd. Suite #1 (RE# 172394-1700) per Section 27-226(j)(3)b-Allowable uses within zoning districts.

Kristina Wright, Community Development Director, stated : Outdoor seating areas have become increasingly popular as a result of the current COVID-19 pandemic. The applicant is proposing to construct a 16' by 31.19' covered seating area within a 33.69' by 18.5' space using 3 extra parking spaces within the front of 628 Atlantic Boulevard, Suite #1. The LDC allows outdoor seating as a special exception within the C-3 Zoning District per Section 27-226(j)(3)(b). The subject property, as well as the overall property owned by the same property owners, contains an excess of parking. The applicant is proposing to construct an outdoor seating area with additional planter boxes while preserving the existing palm tree to provide a shaded fresh air open space for outdoor seating. The location of the request is the former Smashburger site and is in front of the Publix and is west of the Kentucky Fried Chicken restaurant.

Section 27-160 Required Findings Needed to Recommend a Special Exception:

- A. **How the proposed is consistent with the comprehensive plan:** *The proposed outdoor seating is consistent with the goals, objectives and policies of the comprehensive plan and is consistent with the current implementation of the comp plan.*
- B. **Indicate how the proposed special exception (use) would be compatible with the general, considering the population density; the design, density scale, location and orientation of existing and permissible structures in the area; property values; and location of existing similar uses.** *The proposed outdoor seating is compatible with the general character of the area and is consistent with the commercial designation on the future land use map. Typical uses along the corridor include retail shopping centers, restaurants with drive through facilities and outdoor seating, and other intensive uses. The design is consistent with businesses located in the same shopping center and others along the corridor. The orientation of the building and outdoor seating area is appropriate for the location when considering the existing uses in the area and property values.*
- C. **Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.** *The proposed outdoor seating would NOT create environmental impacts that would be inconsistent with the health, safety, and welfare of the community. There are several such uses along the corridor which have shown to be a very desired use in the beach community.*
- 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.** *The proposed outdoor seating would NOT cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement or parking that is inconsistent with the health, safety and welfare of the community. A railing will separate the outdoor seating from traffic and parking. The ADA route for the shopping center will not be affected by this modification to the property.*

- 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.** *The proposed use would not have a detrimental effect on the future development of the area. The outdoor seating will add to the vibrancy along the corridor and promote a beneficial business environment.*
- F. **Indicate how the proposed use would not overburden existing public services and facilities.** *The proposed outdoor seating would not overburden existing public services and facilities. All public services were accounted for in the current permitted facility and are available to the property without affecting adjacent properties. A variance was previously obtained for the shopping center to exceed the maximum parking provided, so the loss of 3 parking spaces will not affect the function of the property.*

Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27. *The current facility has been permitted and shown to meet all other requirements of the ULDC and Chapter 27*

Staff recommends approval of application CDB20-03SE for 628 Atlantic Blvd. Suite1.

Mr. Roth asked anyone appearing before the board to raise their right hand to be sworn in.

Wade Olzewski, representing Regency Centers addressed the board and stated Staff had done a great job covering the project. Excited about bring a new business to the area and outdoor seating adds to the view of Neptune Beach.

Board questions for Mr. Olszewski: Will the outdoor seating be a permanent structure? Yes, it will be built to be permanent structure and will meet the wind and building codes. Is there a drive thru planned? No, there will not be a drive thru.

Chairperson Goodin opened the floor for public comments. There being no comments, the hearing was closed.

Board Discussion: Outdoor seating is a great idea and goes with the Beach community.

Made by Frosio, seconded by Randolph.

MOTION: TO APPROVE CDB20-03SE FOR A SPECIAL EXCEPTION FOR OUTDOOR SEATING AND DINING AT 628 ATLANTIC BLVD SUITE 1 AND RECOMMEND APPROVAL TO CITY COUNCIL AS SUBMITTED.

Roll Call Vote:

Ayes: 6-Randolph, Schwartzenberger , Livingston, Frosio, Dill, Goodin

Noes: 0

MOTION APPROVED.

The applicants were informed their application would be forwarded to City Council for their final decision on November 2, 2020 at 6:00 pm and that they should attend that meeting.

APPLICATION FOR SPECIAL EXCEPTION

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 FAX: 270-2432



Application Fee: **\$500 Commercial Credit Card – call 904.376.5863**

Date Filed:

Name & Address of Property Owner:	Telephone: 904-598-7642
Neptune Square LV, LLC ET AL Seminole Shoppes LLC T/C 5025-M Winters Chapel Road Atlanta, GA 30360	E-Mail: chrisruen@regencycenters.com
	Real Estate #: 172394-1700
Property Address (if different from mailing): 630 Atlantic Blvd. Neptune Beach, FL 32266	Lot: Block:
	Subdivision:
628 Atlantic Suite #1	Zoning District: NC-3

Name and Address of Agent: Wade Olszewski, P.E. 5200 Belfort Road, Suite 220 Jacksonville, FL 32256	Telephone: 904-332-0999
	E-Mail: wadeo@cphcorp.com

Describe Special Exception Request:

ULDC Section 27-227, Outdoor Seating

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 27160

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

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

The proposed outdoor seating is consistent with the goals, objectives and policies of the comprehensive plan and is consistent with the current implementation of the comp plan.

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.

The proposed outdoor seating is compatible with the general character of the area and is consistent with the commercial designation on the future land use map. Typical uses along the corridor include retail shopping centers, restaurants with drive through facilities and outdoor seating, and other intensive uses. The design is consistent with businesses located in the same shopping center and others along the corridor. The orientation of the building and outdoor seating area is appropriate for the location when considering the existing uses in the area and property values.

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

The proposed outdoor seating would NOT create environmental impacts that would be inconsistent with the health, safety and welfare of the community. There are several such uses along the corridor which have shown to be a very desired use in the beach community.

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.

The proposed outdoor seating would NOT cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement or parking that is inconsistent with the health, safety and welfare of the community. A railing will separate the outdoor seating from traffic and parking. The ADA route for the shopping center will not be affected by this modification to the property.

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.

The proposed use would not have a detrimental effect on the future development of the area. The outdoor seating will add to the vibrancy along the corridor and promote a beneficial business environment.

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

The proposed outdoor seating would not overburden existing public services and facilities. All public services were accounted for in the current permitted facility and are available to the property without affecting adjacent properties. A variance was previously obtained for the shopping center to exceed the maximum parking provided, so the loss of 2 parking spaces will not affect the function of the property.

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

The current facility has been permitted and shown to meet all other requirements of the ULDC and Chapter 27.

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)

Patrick McKinley

Signature

NAME OF AUTHORIZED AGENT

Wade Olszewski

Signature

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

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

Wade Oszewski is hereby authorized TO ACT ON BEHALF OF
Regency Centers, 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:

☐ Rezoning



Special Exception



Variance



Commercial Dev. Order



Appeal



Comp.



Plan Amendment



Concurrency

Other

BY:

[Signature]
Signature of Owner

Patrick McKinley

Print Name

Signature of Owner

Print Name

Daytime Telephone Number 904.598.7468 State of Florida
County of Duval

Signed and sworn before me on this 11 day of September, 2020.
By Patrick McKinley



WENDI HILL
Commission # GG 240408
Expires November 20, 2022
Bonded Thru Budget Notary Services

Identification verified: ✓ Oath sworn: ✓ Yes No

[Signature]
Notary Signature

My Commission expires: 11/20/22

PREPARED BY AND RETURN TO:
John R. Ibach, Esq.
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made, executed and delivered this 12th day of July, 2016, from **SEMINOLE SHOPPES, LLC**, a Delaware limited liability company ("Grantor"), whose address is One Independent Drive, Suite 114, Jacksonville, Florida 32202, to **NEPTUNE SQUARE LV, LLC**, a Florida limited liability company, ("Grantee"), whose address is 5025M Winters Chapel Road, Atlanta, Georgia 30360, **as to an undivided 50% interest as tenants in common with Grantor.**

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other good and valuable consideration, to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, sells and conveys with special warranty to Grantee, its successors and assigns forever, **an undivided 50% interest as tenants in common**, the following described land, situate, lying and being in the County of Duval, State of Florida, to wit (the "Land"):

See Exhibit "A" attached hereto and by this
reference made a part hereof.

together with all improvements, rights, alleys, ways, easements, privileges, tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the following permitted exceptions (the "Permitted Exceptions"):

1. Real estate taxes for the current year and subsequent years;
2. Easements, covenants, conditions, restrictions and reservations of record affecting the Property, reference to which shall not operate to reimpose same; and
3. Matters which a current survey or careful inspection of the Land and any improvements thereon would reveal.

To have and to hold the Property in fee simple forever.

And Grantor, for itself and its successors and assigns, does hereby warrant the title to said Property, will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, and will execute such further assurances thereof as may be requisite.

Return to Maggie Danielski
Chicago Title Insurance Company
5690 W Cypress St., Ste A
Tampa, FL 33607
File # 401501345MS

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed in its name by its duly authorized representative the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

SEMINOLE SHOPPES, LLC, a Delaware limited
liability company

By: Regency Realty Group, Inc., a Florida
corporation

Its: Sole Manager

A Mumford
Print Name: ANDREW MUMFORD

Matt James
Print Name: Matt James

By: Patrick M. Johnson
Name: Patrick M. Johnson
Title: Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11 day of July, 2016, by Patrick Johnson, the VP of Regency Realty Group, Inc., a Florida corporation, as the Sole Manager of Seminole Shoppes, LLC, a Delaware limited liability company, on behalf of the corporation and company. He/she is personally known to me or has produced _____ as identification.

Joni Bonnell
Print Name: Joni Bonnell
Notary Public
My Commission Expires: _____
Commission Number: _____

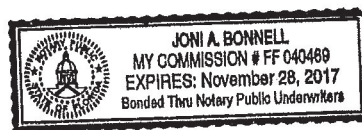


Exhibit "A"

Legal Description

Lots 1 and 3, SEMINOLE SHOPPES, according to plat thereof, recorded in Plat Book 65, Page 67 AND 68, of the current public records of Duval County, Florida.



HORIZONTAL ONLY AS-BUILT SURVEY "ALTA / ACSM LAND TITLE SURVEY" FOR REGENCY CENTERS IN NEPTUNE BEACH, FLORIDA

Description:

Lots 1, 2 and 3, Regency Shoppes, according to plat thereof recorded in Plat Book 65, Pages 67 and 68, current public records of Duval County, Florida.
Together with easements created in that certain dedication of restrictions, covenants, and conditions and grant of easements between Regency Shoppes, LLC, a Delaware limited liability company and Lakeview Village, a Georgia General Partnership, recorded in Official Records Book 14662, Page 259, Current Public Records of Duval County, Florida.

Chicago Title Insurance Company, A.L.T.A. Commitment
For Title Insurance Commitment No. 150804105,
Effective Date August 10, 2009 At 5:00 P.M.

AND SUBSEQUENT CHICAGO TITLE INSURANCE COMPANY OWNER ENDORSEMENTS TO POLICY 7210909-78648180 ISSUED FROM AUGUST 10, 2009 TO MARCH 18, 2011 REVEALING NO NEW ENCUMBRANCES TO SITE.

5. Waterline Easement recorded in Official Records Book 4380, page 947, Public Records of Duval County, Florida. (VACATED BY PLAT AND RECONSTRUCTION)
6. Grant of Easement recorded in Official Records Book 4332, page 956, Public Records of Duval County, Florida. (VACATED BY PLAT AND RECONSTRUCTION)
7. Grant of Easement recorded in Official Records Book 5053, page 372, Public Records of Duval County, Florida. (VACATED BY PLAT AND RECONSTRUCTION)
11. Easements and Restrictions as set out and reserved in Warranty Deed recorded in Official Records Book 6913, page 2268, as amended in Amendment of Restrictions and Easements contained in Warranty Deed recorded in Official Records Book 14662, page 221, Public Records of Duval County, Florida. (OFFSITE BENEFITING EASEMENT FOR INGRESS)
14. Partial Easement recorded in Order of Taking recorded in Official Records Book 14354, page 1431, Public Records of Duval County, Florida. (PLOTTED ON SURVEY)
15. Right of easement in possession, specifically Blockbuster Video, not shown by the public records, under unrecorded leases. (NOT PLOTTABLE) - BLOCKBUSTER VIDEO LOT 1 VACANT
16. Terms, covenants, conditions and other matters contained in the Lease dated June 8, 2009 and made by Regency Shoppes, LLC, a Delaware limited liability company and Public Super Markets, Inc., Memorandum of which is to be recorded in Official Records Book 14662, page 259, current public records of Duval County, Florida. (CONDITIONS ARE BLANKET IN NATURE FOR INGRESS/EGRESS, CONSTRUCTION AND STAGING NOT DEFINED, NOT PLOTTABLE)
17. Declaration of Restrictions and Easements and Termination of Existing Restrictions and Easements recorded in Official Records Book 14662, page 242, current public records of Duval County, Florida. (VACATED BY PLAT AND RECONSTRUCTION)
18. Terms and conditions of Declaration of Restrictions, Covenants and Conditions and Grant of Easements between Regency Shoppes, LLC, a Delaware limited liability company and Lakeview Village, a Georgia General Partnership, recorded in Official Records Book 14662, page 259, current public records of Duval County, Florida. (CONDITIONS ARE BLANKET IN NATURE FOR INGRESS/EGRESS, CONSTRUCTION AND STAGING NOT DEFINED, NOT PLOTTABLE)
19. Matters shown on plat of Regency Shoppes according to plat thereof recorded in Plat Book 65, Pages 67 and 68, current public records of Duval County, Florida. (PLOTTED ON MAP)

Sign Legend:

- (A) --- HOLE SIGN
- (B) --- BUS STOP SIGN
- (C) --- DO NOT ENTER SIGN (R5-1)
- (D) --- HANDICAP SIGN
- (E) --- KEEP RIGHT SIGN
- (F) --- NO DUMPING SIGN
- (G) --- NO LEFT TURN SIGN (R3-2)
- (H) --- NO LITTERING SIGN
- (I) --- NO PARKING FIRE LANE SIGN
- (J) --- NO RIGHT TURN SIGN (R3-1)
- (K) --- NO TRUCKS (R5-2)
- (L) --- ONE WAY SIGN (R5-2)
- (M) --- P.D. CROSSING SIGN
- (N) --- SPEED LIMIT SIGN
- (O) --- STOP SIGN (R1-1)
- (P) --- STREET SIGN
- (Q) --- TOW AWAY ZONE SIGN
- (R) --- TRUCK ENTRANCE SIGN
- (S) --- WEIGHT LIMIT SIGN
- (T) --- UNDERGROUND FIBER OPTIC
- (U) --- RIGHT TURN
- (V) --- DIVIDED HIGHWAY
- (W) --- WORK AHEAD
- (X) --- END WORK
- (Y) --- STOP AHEAD
- (Z) --- DRIVE THRU
- (AA) --- NO PARKING
- (AB) --- THANK YOU

Line Legend:

- 1 --- 1 FOOT CONTOURS
- 2 --- 5 FOOT CONTOURS
- 3 --- ADJOINER PROPERTY LINES
- 4 --- BROWN LINE
- 5 --- BURIED CABLE
- 6 --- BURIED CABLE TELEVISION
- 7 --- BURIED ELECTRIC
- 8 --- BURIED FIBER OPTICS
- 9 --- BURIED GAS
- 10 --- BURIED RECLAIMED WATER LINE
- 11 --- BURIED SANITARY SEWER FORCE MAIN LINE
- 12 --- BURIED TELEPHONE LINE
- 13 --- BURIED WATER LINES
- 14 --- CENTER LINE R/W
- 15 --- EASEMENT LINES (EXISTING)
- 16 --- EASEMENT LINES (PROPOSED)
- 17 --- EXISTING DRAINAGE PIPES
- 18 --- FENCE (AS NOTED)
- 19 --- OVERHEAD TRAFFIC LINES
- 20 --- RIGHT-OF-WAY LINES
- 21 --- SECTION LINES
- 22 --- WETLAND LINE

Abbreviation Legend:

- | | | |
|----------------|-------------------------|----------------------|
| (A) --- ACTUAL | (B) --- AIR CONDITIONER | (C) --- APPROXIMATE | (D) --- APPROXIMATE | (E) --- APPROXIMATE | (F) --- APPROXIMATE | (G) --- APPROXIMATE | (H) --- APPROXIMATE | (I) --- APPROXIMATE | (J) --- APPROXIMATE | (K) --- APPROXIMATE | (L) --- APPROXIMATE | (M) --- APPROXIMATE | (N) --- APPROXIMATE | (O) --- APPROXIMATE | (P) --- APPROXIMATE | (Q) --- APPROXIMATE | (R) --- APPROXIMATE | (S) --- APPROXIMATE | (T) --- APPROXIMATE | (U) --- APPROXIMATE | (V) --- APPROXIMATE | (W) --- APPROXIMATE | (X) --- APPROXIMATE | (Y) --- APPROXIMATE | (Z) --- APPROXIMATE | (AA) --- APPROXIMATE | (AB) --- APPROXIMATE | (AC) --- APPROXIMATE | (AD) --- APPROXIMATE | (AE) --- APPROXIMATE | (AF) --- APPROXIMATE | (AG) --- APPROXIMATE | (AH) --- APPROXIMATE | (AI) --- APPROXIMATE | (AJ) --- APPROXIMATE | (AK) --- APPROXIMATE | (AL) --- APPROXIMATE | (AM) --- APPROXIMATE | (AN) --- APPROXIMATE | (AO) --- APPROXIMATE | (AP) --- APPROXIMATE | (AQ) --- APPROXIMATE | (AR) --- APPROXIMATE | (AS) --- APPROXIMATE | (AT) --- APPROXIMATE | (AU) --- APPROXIMATE | (AV) --- APPROXIMATE | (AW) --- APPROXIMATE | (AX) --- APPROXIMATE | (AY) --- APPROXIMATE | (AZ) --- APPROXIMATE | (BA) --- APPROXIMATE | (BB) --- APPROXIMATE | (BC) --- APPROXIMATE | (BD) --- APPROXIMATE | (BE) --- APPROXIMATE | (BF) --- APPROXIMATE | (BG) --- APPROXIMATE | (BH) --- APPROXIMATE | (BI) --- APPROXIMATE | (BJ) --- APPROXIMATE | (BK) --- APPROXIMATE | (BL) --- APPROXIMATE | (BM) --- APPROXIMATE | (BN) --- APPROXIMATE | (BO) --- APPROXIMATE | (BP) --- APPROXIMATE | (BQ) --- APPROXIMATE | (BR) --- APPROXIMATE | (BS) --- APPROXIMATE | (BT) --- APPROXIMATE | (BU) --- APPROXIMATE | (BV) --- APPROXIMATE | (BW) --- APPROXIMATE | (BX) --- APPROXIMATE | (BY) --- APPROXIMATE | (BZ) --- APPROXIMATE | (CA) --- APPROXIMATE | (CB) --- APPROXIMATE | (CC) --- APPROXIMATE | (CD) --- APPROXIMATE | (CE) --- APPROXIMATE | (CF) --- APPROXIMATE | (CG) --- APPROXIMATE | (CH) --- APPROXIMATE | (CI) --- APPROXIMATE | (CJ) --- APPROXIMATE | (CK) --- APPROXIMATE | (CL) --- APPROXIMATE | (CM) --- APPROXIMATE | (CN) --- APPROXIMATE | (CO) --- APPROXIMATE | (CP) --- APPROXIMATE | (CQ) --- APPROXIMATE | (CR) --- APPROXIMATE | (CS) --- APPROXIMATE | (CT) --- APPROXIMATE | (CU) --- APPROXIMATE | (CV) --- APPROXIMATE | (CW) --- APPROXIMATE | (CX) --- APPROXIMATE | (CY) --- APPROXIMATE | (CZ) --- APPROXIMATE | (DA) --- APPROXIMATE | (DB) --- APPROXIMATE | (DC) --- APPROXIMATE | (DD) --- APPROXIMATE | (DE) --- APPROXIMATE | (DF) --- APPROXIMATE | (DG) --- APPROXIMATE | (DH) --- APPROXIMATE | (DI) --- APPROXIMATE | (DJ) --- APPROXIMATE | (DK) --- APPROXIMATE | (DL) --- APPROXIMATE | (DM) --- APPROXIMATE | (DN) --- APPROXIMATE | (DO) --- APPROXIMATE | (DP) --- APPROXIMATE | (DQ) --- APPROXIMATE | (DR) --- APPROXIMATE | (DS) --- APPROXIMATE | (DT) --- APPROXIMATE | (DU) --- APPROXIMATE | (DV) --- APPROXIMATE | (DW) --- APPROXIMATE | (DX) --- APPROXIMATE | (DY) --- APPROXIMATE | (DZ) --- APPROXIMATE | (EA) --- APPROXIMATE | (EB) --- APPROXIMATE | (EC) --- APPROXIMATE | (ED) --- APPROXIMATE | (EE) --- APPROXIMATE | (EF) --- APPROXIMATE | (EG) --- APPROXIMATE | (EH) --- APPROXIMATE | (EI) --- APPROXIMATE | (EJ) --- APPROXIMATE | (EK) --- APPROXIMATE | (EL) --- APPROXIMATE | (EM) --- APPROXIMATE | (EN) --- APPROXIMATE | (EO) --- APPROXIMATE | (EP) --- APPROXIMATE | (EQ) --- APPROXIMATE | (ER) --- APPROXIMATE | (ES) --- APPROXIMATE | (ET) --- APPROXIMATE | (EU) --- APPROXIMATE | (EV) --- APPROXIMATE | (EW) --- APPROXIMATE | (EX) --- APPROXIMATE | (EY) --- APPROXIMATE | (EZ) --- APPROXIMATE | (FA) --- APPROXIMATE | (FB) --- APPROXIMATE | (FC) --- APPROXIMATE | (FD) --- APPROXIMATE | (FE) --- APPROXIMATE | (FF) --- APPROXIMATE | (FG) --- APPROXIMATE | (FH) --- APPROXIMATE | (FI) --- APPROXIMATE | (FJ) --- APPROXIMATE | (FK) --- APPROXIMATE | (FL) --- APPROXIMATE | (FM) --- APPROXIMATE | (FN) --- APPROXIMATE | (FO) --- APPROXIMATE | (FP) --- APPROXIMATE | (FQ) --- APPROXIMATE | (FR) --- APPROXIMATE | (FS) --- APPROXIMATE | (FT) --- APPROXIMATE | (FU) --- APPROXIMATE | (FV) --- APPROXIMATE | (FW) --- APPROXIMATE | (FX) --- APPROXIMATE | (FY) --- APPROXIMATE | (FZ) --- APPROXIMATE | (GA) --- APPROXIMATE | (GB) --- APPROXIMATE | (GC) --- APPROXIMATE | (GD) --- APPROXIMATE | (GE) --- APPROXIMATE | (GF) --- APPROXIMATE | (GG) --- APPROXIMATE | (GH) --- APPROXIMATE | (GI) --- APPROXIMATE | (GJ) --- APPROXIMATE | (GK) --- APPROXIMATE | (GL) --- APPROXIMATE | (GM) --- APPROXIMATE | (GN) --- APPROXIMATE | (GO) --- APPROXIMATE | (GP) --- APPROXIMATE | (GQ) --- APPROXIMATE | (GR) --- APPROXIMATE | (GS) --- APPROXIMATE | (GT) --- APPROXIMATE | (GU) --- APPROXIMATE | (GV) --- APPROXIMATE | (GW) --- APPROXIMATE | (GX) --- APPROXIMATE | (GY) --- APPROXIMATE | (GZ) --- APPROXIMATE | (HA) --- APPROXIMATE | (HB) --- APPROXIMATE | (HC) --- APPROXIMATE | (HD) --- APPROXIMATE | (HE) --- APPROXIMATE | (HF) --- APPROXIMATE | (HG) --- APPROXIMATE | (HH) --- APPROXIMATE | (HI) --- APPROXIMATE | (HJ) --- APPROXIMATE | (HK) --- APPROXIMATE | (HL) --- APPROXIMATE | (HM) --- APPROXIMATE | (HN) --- APPROXIMATE | (HO) --- APPROXIMATE | (HP) --- APPROXIMATE | (HQ) --- APPROXIMATE | (HR) --- APPROXIMATE | (HS) --- APPROXIMATE | (HT) --- APPROXIMATE | (HU) --- APPROXIMATE | (HV) --- APPROXIMATE | (HW) --- APPROXIMATE | (HX) --- APPROXIMATE | (HY) --- APPROXIMATE | (HZ) --- APPROXIMATE | (IA) --- APPROXIMATE | (IB) --- APPROXIMATE | (IC) --- APPROXIMATE | (ID) --- APPROXIMATE | (IE) --- APPROXIMATE | (IF) --- APPROXIMATE | (IG) --- APPROXIMATE | (IH) --- APPROXIMATE | (II) --- APPROXIMATE | (IJ) --- APPROXIMATE | (IK) --- APPROXIMATE | (IL) --- APPROXIMATE | (IM) --- APPROXIMATE | (IN) --- APPROXIMATE | (IO) --- APPROXIMATE | (IP) --- APPROXIMATE | (IQ) --- APPROXIMATE | (IR) --- APPROXIMATE | (IS) --- APPROXIMATE | (IT) --- APPROXIMATE | (IU) --- APPROXIMATE | (IV) --- APPROXIMATE | (IW) --- APPROXIMATE | (IX) --- APPROXIMATE | (IY) --- APPROXIMATE | (IZ) --- APPROXIMATE | (JA) --- APPROXIMATE | (JB) --- APPROXIMATE | (JC) --- APPROXIMATE | (JD) --- APPROXIMATE | (JE) --- APPROXIMATE | (JF) --- APPROXIMATE | (JG) --- APPROXIMATE | (JH) --- APPROXIMATE | (JI) --- APPROXIMATE | (JJ) --- APPROXIMATE | (JK) --- APPROXIMATE | (JL) --- APPROXIMATE | (JM) --- APPROXIMATE | (JN) --- APPROXIMATE | (JO) --- APPROXIMATE | (JP) --- APPROXIMATE | (JQ) --- APPROXIMATE | (JR) --- APPROXIMATE | (JS) --- APPROXIMATE | (JT) --- APPROXIMATE | (JU) --- APPROXIMATE | (JV) --- APPROXIMATE | (JW) --- APPROXIMATE | (JX) --- APPROXIMATE | (JY) --- APPROXIMATE | (JZ) --- APPROXIMATE | (KA) --- APPROXIMATE | (KB) --- APPROXIMATE | (KC) --- APPROXIMATE | (KD) --- APPROXIMATE | (KE) --- APPROXIMATE | (KF) --- APPROXIMATE | (KG) --- APPROXIMATE | (KH) --- APPROXIMATE | (KI) --- APPROXIMATE | (KJ) --- APPROXIMATE | (KL) --- APPROXIMATE | (KM) --- APPROXIMATE | (KN) --- APPROXIMATE | (KO) --- APPROXIMATE | (KP) --- APPROXIMATE | (KQ) --- APPROXIMATE | (KR) --- APPROXIMATE | (KS) --- APPROXIMATE | (KT) --- APPROXIMATE | (KU) --- APPROXIMATE | (KV) --- APPROXIMATE | (KW) --- APPROXIMATE | (KX) --- APPROXIMATE | (KY) --- APPROXIMATE | (KZ) --- APPROXIMATE | (LA) --- APPROXIMATE | (LB) --- APPROXIMATE | (LC) --- APPROXIMATE | (LD) --- APPROXIMATE | (LE) --- APPROXIMATE | (LF) --- APPROXIMATE | (LG) --- APPROXIMATE | (LH) --- APPROXIMATE | (LI) --- APPROXIMATE | (LJ) --- APPROXIMATE | (LK) --- APPROXIMATE | (LM) --- APPROXIMATE | (LN) --- APPROXIMATE | (LO) --- APPROXIMATE | (LP) --- APPROXIMATE | (LQ) --- APPROXIMATE | (LR) --- APPROXIMATE | (LS) --- APPROXIMATE | (LT) --- APPROXIMATE | (LU) --- APPROXIMATE | (LV) --- APPROXIMATE | (LW) --- APPROXIMATE | (LX) --- APPROXIMATE | (LY) --- APPROXIMATE | (LZ) --- APPROXIMATE | (MA) --- APPROXIMATE | (MB) --- APPROXIMATE | (MC) --- APPROXIMATE | (MD) --- APPROXIMATE | (ME) --- APPROXIMATE | (MF) --- APPROXIMATE | (MG) --- APPROXIMATE | (MH) --- APPROXIMATE | (MI) --- APPROXIMATE | (MJ) --- APPROXIMATE | (MK) --- APPROXIMATE | (ML) --- APPROXIMATE | (MN) --- APPROXIMATE | (MO) --- APPROXIMATE | (MP) --- APPROXIMATE | (MQ) --- APPROXIMATE | (MR) --- APPROXIMATE | (MS) --- APPROXIMATE | (MT) --- APPROXIMATE | (MU) --- APPROXIMATE | (MV) --- APPROXIMATE | (MW) --- APPROXIMATE | (MX) --- APPROXIMATE | (MY) --- APPROXIMATE | (MZ) --- APPROXIMATE | (NA) --- APPROXIMATE | (NB) --- APPROXIMATE | (NC) --- APPROXIMATE | (ND) --- APPROXIMATE | (NE) --- APPROXIMATE | (NF) --- APPROXIMATE | (NG) --- APPROXIMATE | (NH) --- APPROXIMATE | (NI) --- APPROXIMATE | (NJ) --- APPROXIMATE | (NK) --- APPROXIMATE | (NL) --- APPROXIMATE | (NM) --- APPROXIMATE | (NN) --- APPROXIMATE | (NO) --- APPROXIMATE | (NP) --- APPROXIMATE | (NQ) --- APPROXIMATE | (NR) --- APPROXIMATE | (NS) --- APPROXIMATE | (NT) --- APPROXIMATE | (NU) --- APPROXIMATE | (NV) --- APPROXIMATE | (NW) --- APPROXIMATE | (NX) --- APPROXIMATE | (NY) --- APPROXIMATE | (NZ) --- APPROXIMATE | (OA) --- APPROXIMATE | (OB) --- APPROXIMATE | (OC) --- APPROXIMATE | (OD) --- APPROXIMATE | (OE) --- APPROXIMATE | (OF) --- APPROXIMATE | (OG) --- APPROXIMATE | (OH) --- APPROXIMATE | (OI) --- APPROXIMATE | (OJ) --- APPROXIMATE | (OK) --- APPROXIMATE | (OL) --- APPROXIMATE | (OM) --- APPROXIMATE | (ON) --- APPROXIMATE | (OO) --- APPROXIMATE | (OP) --- APPROXIMATE | (OQ) --- APPROXIMATE | (OR) --- APPROXIMATE | (OS) --- APPROXIMATE | (OT) --- APPROXIMATE | (OU) --- APPROXIMATE | (OV) --- APPROXIMATE | (OW) --- APPROXIMATE | (OX) --- APPROXIMATE | (OY) --- APPROXIMATE | (OZ) --- APPROXIMATE | (PA) --- APPROXIMATE | (PB) --- APPROXIMATE | (PC) --- APPROXIMATE | (PD) --- APPROXIMATE | (PE) --- APPROXIMATE | (PF) --- APPROXIMATE | (PG) --- APPROXIMATE | (PH) --- APPROXIMATE | (PI) --- APPROXIMATE | (PJ) --- APPROXIMATE | (PK) --- APPROXIMATE | (PL) --- APPROXIMATE | (PM) --- APPROXIMATE | (PN) --- APPROXIMATE | (PO) --- APPROXIMATE | (PP) --- APPROXIMATE | (PQ) --- APPROXIMATE | (PR) --- APPROXIMATE | (PS) --- APPROXIMATE | (PT) --- APPROXIMATE | (PU) --- APPROXIMATE | (PV) --- APPROXIMATE | (PW) --- APPROXIMATE | (PX) --- APPROXIMATE | (PY) --- APPROXIMATE | (PZ) --- APPROXIMATE | (QA) --- APPROXIMATE | (QB) --- APPROXIMATE | (QC) --- APPROXIMATE | (QD) --- APPROXIMATE | (QE) --- APPROXIMATE | (QF) --- APPROXIMATE | (QG) --- APPROXIMATE | (QH) --- APPROXIMATE | (QI) --- APPROXIMATE | (QJ) --- APPROXIMATE | (QK) --- APPROXIMATE | (QL) --- APPROXIMATE | (QM) --- APPROXIMATE | (QN) --- APPROXIMATE | (QO) --- APPROXIMATE | (QP) --- APPROXIMATE | (QQ) --- APPROXIMATE | (QR) --- APPROXIMATE | (QS) --- APPROXIMATE | (QT) --- APPROXIMATE | (QU) --- APPROXIMATE | (QV) --- APPROXIMATE | (QW) --- APPROXIMATE | (QX) --- APPROXIMATE | (QY) --- APPROXIMATE | (QZ) --- APPROXIMATE | (RA) --- APPROXIMATE | (RB) --- APPROXIMATE | (RC) --- APPROXIMATE | (RD) --- APPROXIMATE | (RE) --- APPROXIMATE | (RF) --- APPROXIMATE | (RG) --- APPROXIMATE | (RH) --- APPROXIMATE | (RI) --- APPROXIMATE | (RJ) --- APPROXIMATE | (RK) --- APPROXIMATE | (RL) --- APPROXIMATE | (RM) --- APPROXIMATE | (RN) --- APPROXIMATE | (RO) --- APPROXIMATE | (RP) --- APPROXIMATE | (RQ) --- APPROXIMATE | (RR) --- APPROXIMATE | (RS) --- APPROXIMATE | (RT) --- APPROXIMATE | (RU) --- APPROXIMATE | (RV) --- APPROXIMATE | (RW) --- APPROXIMATE | (RX) --- APPROXIMATE | (RY) --- APPROXIMATE | (RZ) --- APPROXIMATE | (SA) --- APPROXIMATE | (SB) --- APPROXIMATE | (SC) --- APPROXIMATE | (SD) --- APPROXIMATE | (SE) --- APPROXIMATE | (SF) --- APPROXIMATE | (SG) --- APPROXIMATE | (SH) --- APPROXIMATE | (SI) --- APPROXIMATE | (SJ) --- APPROXIMATE | (SK) --- APPROXIMATE | (SL) --- APPROXIMATE | (SM) --- APPROXIMATE | (SN) --- APPROXIMATE | (SO) --- APPROXIMATE | (SP) --- APPROXIMATE | (SQ) --- APPROXIMATE | (SR) --- APPROXIMATE | (SS) --- APPROXIMATE | (ST) --- APPROXIMATE | (SU) --- APPROXIMATE | (SV) --- APPROXIMATE | (SW) --- APPROXIMATE | (SX) --- APPROXIMATE | (SY) --- APPROXIMATE | (SZ) --- APPROXIMATE | (TA) --- APPROXIMATE | (TB) --- APPROXIMATE | (TC) --- APPROXIMATE | (TD) --- APPROXIMATE | (TE) --- APPROXIMATE | (TF) --- APPROXIMATE | (TG) --- APPROXIMATE | (TH) --- APPROXIMATE | (TI) --- APPROXIMATE | (TJ) --- APPROXIMATE | (TK) --- APPROXIMATE | (TL) --- APPROXIMATE | (TM) --- APPROXIMATE | (TN) --- APPROXIMATE | (TO) --- APPROXIMATE | (TP) --- APPROXIMATE | (TQ) --- APPROXIMATE | (TR) --- APPROXIMATE | (TS) --- APPROXIMATE | (TT) --- APPROXIMATE | (TU) --- APPROXIMATE | (TV) --- APPROXIMATE | (TW) --- APPROXIMATE | (TX) --- APPROXIMATE | (TY) --- APPROXIMATE | (TZ) --- APPROXIMATE | (UA) --- APPROXIMATE | (UB) --- APPROXIMATE | (UC) --- APPROXIMATE | (UD) --- APPROXIMATE | (UE) --- APPROXIMATE | (UF) --- APPROXIMATE | (UG) --- APPROXIMATE | (UH) --- APPROXIMATE | (UI) --- APPROXIMATE | (UJ) --- APPROXIMATE | (UK) --- APPROXIMATE | (UL) --- APPROXIMATE | (UM) --- APPROXIMATE | (UN) --- APPROXIMATE | (UO) --- APPROXIMATE | (UP) --- APPROXIMATE | (UQ) --- APPROXIMATE | (UR) --- APPROXIMATE | (US) --- APPROXIMATE | (UT) --- APPROXIMATE | (UU) --- APPROXIMATE | (UV) --- APPROXIMATE | (UW) --- APPROXIMATE | (UX) --- APPROXIMATE | (UY) --- APPROXIMATE | (UZ) --- APPROXIMATE | (VA) --- APPROXIMATE | (VB) --- APPROXIMATE | (VC) --- APPROXIMATE | (VD) --- APPROXIMATE | (VE) --- APPROXIMATE | (VF) --- APPROXIMATE | (VG) --- APPROXIMATE | (VH) --- APPROXIMATE | (VI) --- APPROXIMATE | (VJ) --- APPROXIMATE | (VK) --- APPROXIMATE | (VL) --- APPROXIMATE | (VM) --- APPROXIMATE | (VN) --- APPROXIMATE | (VO) --- APPROXIMATE | (VP) --- APPROXIMATE | (VQ) --- APPROXIMATE | (VR) --- APPROXIMATE | (VS) --- APPROXIMATE | (VT) --- APPROXIMATE | (VU) --- APPROXIMATE | (VV) --- APPROXIMATE | (VW) --- APPROXIMATE | (VX) --- APPROXIMATE | (VY) --- APPROXIMATE | (VZ) --- APPROXIMATE | (WA) --- APPROXIMATE | (WB) --- APPROXIMATE | (WC) --- APPROXIMATE | (WD) --- APPROXIMATE | (WE) --- APPROXIMATE | (WF) --- APPROXIMATE | (WG) --- APPROXIMATE | (WH) --- APPROXIMATE | (WI) --- APPROXIMATE | (WJ) --- APPROXIMATE | (WK) --- APPROXIMATE | (WL) --- APPROXIMATE | (WM) --- APPROXIMATE | (WN) --- APPROXIMATE | (WO) --- APPROXIMATE | (WP) --- APPROXIMATE | (WQ) --- APPROXIMATE | (WR) --- APPROXIMATE | (WS) --- APPROXIMATE | (WT) --- APPROXIMATE | (WU) --- APPROXIMATE | (WV) --- APPROXIMATE | (WW) --- APPROXIMATE | (WX) --- APPROXIMATE | (WY) --- APPROXIMATE | (WZ) --- APPROXIMATE | (XA) --- APPROXIMATE | (XB) --- APPROXIMATE | (XC) --- APPROXIMATE | (XD) --- APPROXIMATE | (XE) --- APPROXIMATE | (XF) --- APPROXIMATE | (XG) --- APPROXIMATE | (XH) --- APPROXIMATE | (XI) --- APPROXIMATE | (XJ) --- APPROXIMATE | (XK) --- APPROXIMATE | (XL) --- APPROXIMATE | (XM) --- APPROXIMATE | (XN) --- APPROXIMATE | (XO) --- APPROXIMATE | (XP) --- APPROXIMATE | (XQ) --- APPROXIMATE | (XR) --- APPROXIMATE | (XS) --- APPROXIMATE | (XT) --- APPROXIMATE | (XU) --- APPROXIMATE | (XV) --- APPROXIMATE | (XW) --- APPROXIMATE | (XX) --- APPROXIMATE | (XY) --- APPROXIMATE | (XZ) --- APPROXIMATE | (YA) --- APPROXIMATE | (YB) --- APPROXIMATE | (YC) --- APPROXIMATE | (YD) --- APPROXIMATE | (YE) --- APPROXIMATE | (YF) --- APPROXIMATE | (YG) --- APPROXIMATE | (YH) --- APPROXIMATE | (YI) --- APPROXIMATE | (YJ) --- APPROXIMATE | (YK) --- APPROXIMATE | (YL) --- APPROXIMATE | (YM) --- APPROXIMATE | (YN) --- APPROXIMATE | (YO) --- APPROXIMATE | (YP) --- APPROXIMATE | (YQ) --- APPROXIMATE | (YR) --- APPROXIMATE | (YS) --- APPROXIMATE | (YT) --- APPROXIMATE | (YU) --- APPROXIMATE | (YV) --- APPROXIMATE | (YW) --- APPROXIMATE | (YX) --- APPROXIMATE | (YZ) --- APPROXIMATE | (ZA) --- APPROXIMATE | (ZB) --- APPROXIMATE | (ZC) --- APPROXIMATE | (ZD) --- APPROXIMATE | (ZE) --- APPROXIMATE | (ZF) --- APPROXIMATE | (ZG) --- APPROXIMATE | (ZH) --- APPROXIMATE | (ZI) --- APPROXIMATE | (ZJ) --- APPROXIMATE | (ZK) --- APPROXIMATE | (ZL) --- APPROXIMATE | (ZM) --- APPROXIMATE | (ZN) --- APPROXIMATE | (ZO) --- APPROXIMATE | (ZP) --- APPROXIMATE | (ZQ) --- APPROXIMATE | (ZR) --- APPROXIMATE | (ZS) --- APPROXIMATE | (ZT) --- APPROXIMATE | (ZU) --- APPROXIMATE | (ZV) --- APPROXIMATE | (ZW) --- APPROXIMATE | (ZX) --- APPROXIMATE | (ZY) --- APPROXIMATE | (ZZ) --- APPROXIMATE |
|----------------|-------------------------|----------------------|

TITLE BLOCK ABBREVIATIONS
ENG. = ENGINEERING
LANDSCAPE = LANDSCAPE
P.O. = POST OFFICE
L.B. = LICENSED BUSINESS
A.A.A. = ARCHITECTURAL
L.A. = LICENSED
C. = COMMERCIAL
P.O. = POST OFFICE
C. = COMMERCIAL

Symbol Legend:

- 1 --- BORING HOLE LOCATION
- 2 --- CABLE TV RISER
- 3 --- CONCRETE
- 4 --- CONCRETE
- 5 --- CONCRETE
- 6 --- CONCRETE
- 7 --- CONCRETE
- 8 --- CONCRETE
- 9 --- CONCRETE
- 10 --- CONCRETE
- 11 --- CONCRETE
- 12 --- CONCRETE
- 13 --- CONCRETE
- 14 --- CONCRETE
- 15 --- CONCRETE
- 16 --- CONCRETE
- 17 --- CONCRETE
- 18 --- CONCRETE
- 19 --- CONCRETE
- 20 --- CONCRETE
- 21 --- CONCRETE
- 22 --- CONCRETE
- 23 --- CONCRETE
- 24 --- CONCRETE
- 25 --- CONCRETE
- 26 --- CONCRETE
- 27 --- CONCRETE
- 28 --- CONCRETE
- 29 --- CONCRETE
- 30 --- CONCRETE
- 31 --- CONCRETE
- 32 --- CONCRETE
- 33 --- CONCRETE
- 34 --- CONCRETE
- 35 --- CONCRETE
- 36 --- CONCRETE
- 37 --- CONCRETE
- 38 --- CONCRETE
- 39 --- CONCRETE
- 40 --- CONCRETE
- 41 --- CONCRETE
- 42 --- CONCRETE
- 43 --- CONCRETE
- 44 --- CONCRETE
- 45 --- CONCRETE
- 46 --- CONCRETE
- 47 --- CONCRETE
- 48 --- CONCRETE
- 49 --- CONCRETE
- 50 --- CONCRETE
- 51 --- CONCRETE
- 52 --- CONCRETE
- 53 --- CONCRETE
- 54 --- CONCRETE
- 55 --- CONCRETE
- 56 --- CONCRETE
- 57 --- CONCRETE
- 58 --- CONCRETE
- 59 --- CONCRETE
- 60 --- CONCRETE
- 61 --- CONCRETE
- 62 --- CONCRETE
- 63 --- CONCRETE
- 64 --- CONCRETE
- 65 --- CONCRETE
- 66 --- CONCRETE
- 67 --- CONCRETE
- 68 --- CONCRETE
- 69 --- CONCRETE
- 70 --- CONCRETE
- 71 --- CONCRETE
- 72 --- CONCRETE
- 73 --- CONCRETE
- 74 --- CONCRETE
- 75 --- CONCRETE
- 76 --- CONCRETE
- 77 --- CONCRETE
- 78 --- CONCRETE
- 79 --- CONCRETE
- 80 --- CONCRETE
- 81 --- CONCRETE
- 82 --- CONCRETE
- 83 --- CONCRETE
- 84 --- CONCRETE
- 85 --- CONCRETE
- 86 --- CONCRETE
- 87 --- CONCRETE
- 88 --- CONCRETE
- 89 --- CONCRETE
- 90 --- CONCRETE
- 91 --- CONCRETE
- 92 --- CONCRETE
- 93 --- CONCRETE
- 94 --- CONCRETE
- 95 --- CONCRETE
- 96 --- CONCRETE
- 97 --- CONCRETE
- 98 --- CONCRETE
- 99 --- CONCRETE
- 100 --- CONCRETE

Utility Contacts:

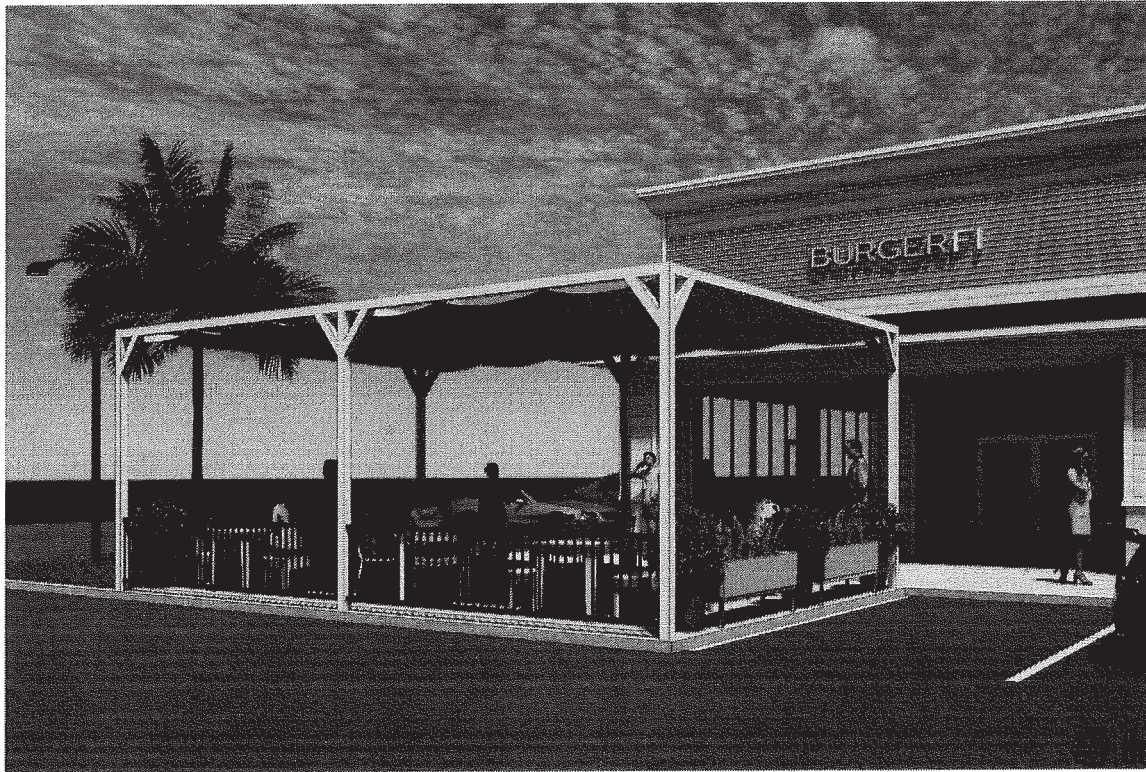
ELECTRIC COMPANIES:
SEASIDE ENERGY SERVICES
1408 SHETTER AVENUE
JACKSONVILLE, FLORIDA 32209
(904) 774-6200

PHONE COMPANIES:
BELL SOUTH TELECOMMUNICATIONS
6208 HAYDEN ROAD
JACKSONVILLE, FLORIDA 32218
(









City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Community Development Board

FROM: Kristina L. Wright, FRA-RA, Community Development Director

DATE: October 7, 2020

SUBJECT: V20-09 241 Atlantic Boulevard, Suite 102 (PIN: 172787-0020)

Background

Application for variance as outlined in Chapter 27, Article 3 Division 8 of the Unified Land Development Code of Neptune Beach for the property owners Southcoast Beaches, II, LLC and tenant Jax Surf and Paddle, LLC. Variance request to Special restrictions and conditions on allowable uses within zoning districts Section 27-227(b)6(a)1, 27-227(b)6(a)2 and 27-227(b)6(a)3. The request is to lease and enclose a space of the City's right-of-way adjacent to 241 Atlantic Boulevard, Suite 102 (PIN: 172787-0020) in order to extend the retail offerings.

Summary:

Many businesses have been impacted by the COVID-19 pandemic, and outdoor retail and display areas can help attract additional commerce. However, according to Section 27-227 Special Restrictions and Conditions on Allowable Uses within Zoning Districts, Outdoor sales require applying annually for a permit that is approved by the City Manager or designee (Sec. 27-227(b)6(a)). The LDC also states that the outdoor sales and the outdoor display area must be on private property, cannot occur in the right-of-way, and the outdoor sale display area cannot exceed one hundred fifty (150) square feet (Sec. 27-227(b)6(a)1-3). Additionally, an ADA path must always be kept clear and maintained, and items outdoors can only be displayed during the hours when the business is open to the public (Sec. 27-227(b)6(a)4-6).

- 1. Explain the proposed relief being sought from the code(s):** *Jax Surf & Paddle LLC ("JSP") is seeking a variance to allow it to lease and utilize a portion of the City's right-of-way on the North-facing front exposure of its premises. A sketch of the proposed space for lease is attached hereto. JSP desires to utilize the area to extend its retail offering and increase its floor space to allow accommodations to social distancing and other COVID-19 considerations for health and public safety.*
- 2. Explain the purpose of the variance (if granted)?** *JSP desires to lease sidewalk space to the north of its store, to enclose the area as appropriate with a fence and to utilize the space to offer its retail products and apparel in the space. At present, while the City allows food and*

beverage sales to occur on the City's property, the City's Municipal Code does not allow for retail sales to be conducted in a similar manner.

However, staff asserts that the code does allow outdoor retail sales displays, but applications must meet the criteria established within 27-227 Special restrictions and conditions on allowable uses within zoning districts.

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 circumstance, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and shared by other property owners. The hardship cannot be created by or be the result of the property owner's action.

The property has a zero-lot line, which makes it impossible for JSP to otherwise extend any degree of its business outside its immediate footprint. It is JSP's belief that there are very few, if any, other retail shops in the CBD that have a similar hardship or limitation. The property is Zoned CBD. It is intended for retail use and essentially cannot be utilized for any other purpose due to seating and parking limitations that cannot be changed.

Also, while not directly attendant to the property, the CDC guidelines relating to COVID-19 have impacted and limited the use of the property because of distancing and other concerns. JSP had to reduce its retail items in the store to allow wider channels for customers to move about the store. To allow the retail space to expand to the outside would allow JSP to continue to ensure the health and welfare of its customers while also displaying its full product offering as was previously done.

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

To utilize the additional space for retail, JSP requires not only the space for its retail display, but also to maneuver the retail display out in the morning and back into the store in the evening, and to allow for its customers to come have access and move around its displays.

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

Hawkers Restaurant is the only neighbor that could potentially be adversely affected. Hawk's management is supportive of JSP proposed variance. The proposed additional space essentially matches the space that Hawk's leases for the City.

The public will not be adversely affected in that the sidewalk on the northside of the building is sufficiently wide to accommodate the JSP lease and enclosure and still leave plenty of room for general foot traffic. Moreover, the addition of the enclosure will add aesthetic appeal to the prominent corner.

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

The NB CBD is intended to be a pedestrian-friendly area with local shops and restaurants. The proposed variance will allow JSP to lease and enclose space that would match its neighbor's fence and enclosure. In the area, it will display its beach-related items, including paddleboards and surfboards and other items as are appropriate. The intended use will not diminish property value and will enhance the character of the area.

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

The ULDC's primary objective is to ensure that future development within the city will enhance the quality of life for the community. JSP's plan to lease and maintain the outdoor area is directly in line with the ULDC by following the high standard of construction present in the central business district and conforming to the use of public right-of-way leased by Hawkers. This plan is both visually appealing and will allow for uniformity along the south side of Atlantic Blvd.

F. Explain how the need for the proposed variance has been created by you or the developer?

The need for the variance was largely created by the "new normal" associated with the coronavirus pandemic. In response to the CDC guidelines, JSP removed products and offering from its retail floor. The new space would allow JSP to replenish its retail offering while also maintaining appropriate distance and spacing.

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

As noted, in the CBD, there are very few, if any, other retail-focused business that have a zero lot-line, As such, JSP is not aware of any other similarly-situated businesses that would desire or need a similar variance.

Staff Recommendation

Staff recommends approval of application V20-09 241 Atlantic Boulevard with the following conditions:

1. City Manager must approve the annual permit prior to installation.
2. Installation shall be of a temporary nature and must be removed before the close of business each day.

3. The outdoor area must be reduced in size to a maximum of 150 square feet to adhere to the LDC.
4. The outdoor area is restricted to retail sales only.

Recommended Motion

I move to approve application V20-09 **241 Atlantic Boulevard** with the following conditions:

1. City Manager must approve the annual permit prior to installation.
2. Installation shall be of a temporary nature and must be removed before the close of business each day.
3. The outdoor area must be reduced in size to a maximum of 150 square feet to adhere to the LDC.
4. The outdoor area is restricted to retail sales only.

CDB Minutes 10-14-2020

V20-09 Variance
Application for
Southcoast
Beaches II, LLC/
Jax Surf & Paddle
241 Atlantic Blvd
Ste 102

V20-09 Application for variance as outlined in Chapter 27, Article 3 Division 8 of the Unified Land Development Code of Neptune Beach for the property owner Southcoast Beaches, II, LLC and tenants Jax Surf and Paddle, LLC. Variance request to Special restrictions and conditions on allowable uses within zoning districts Sections 27-227(6)(1), 27-227(6)(2) & 27-227(6)(3). The request is to enclose a space of the City's right-of-way adjacent to 241 Atlantic Blvd Suite 102 (RE#172787-0020) in order to extend their retail offerings.

Kristina Wright, Community Development Director, stated that application V20-09 for 241 Atlantic Blvd. Suite 102 is a request for a variance that seeks to provide relief from Section 27-227(6)(1), 27-227(6)(2) and 27-227(6)(3) to enclose a space on the City's right-of-way in order to extend their retail offerings.

Many businesses have been impacted by the COVID-19 pandemic, and outdoor retail and display areas can help attract additional commerce. However, according to Section 27-227 Special Restrictions and Conditions on Allowable Uses within Zoning Districts, Outdoor sales require applying annually for a permit that is approved by the City Manager or designee (Sec. 27-227(b)6(a)). The LDC also states that the outdoor sales and the outdoor display area must be on private property, cannot occur in the right-of-way, and the outdoor sale display area cannot exceed one hundred fifty (150) square feet (Sec. 27-227(b)6(a)1-3). Additionally, an ADA path must always be kept clear and maintained, and items outdoors can only be displayed during the hours when the business is open to the public (Sec. 27-227(b)6(a)4-6).

1. **Explain the proposed relief being sought from the code(s):** *Jax Surf & Paddle LLC ("JSP") is seeking a variance to allow it to lease and utilize a portion of the City's right-of-way on the North-facing front exposure of its premises. A sketch of the proposed space for lease is attached hereto. JSP desires to utilize the area to extend its retail offering and increase its floor space to allow accommodations to social distancing and other COVID-19 considerations for health and public safety.*
2. **Explain the purpose of the variance (if granted)?** *JSP desires to lease sidewalk space to the north of its store, to enclose the area as appropriate with a fence and to utilize the space to offer its retail products and apparel in the space. At present, while the City allows food and beverage sales to occur on the City's property, the City's Municipal Code does not allow for retail sales to be conducted in a similar manner.*

However, staff asserts that the code does allow outdoor retail sales displays, but applications must meet the criteria established within 27-227 Special restrictions and conditions on allowable uses within zoning districts.

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 circumstance, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and shared by other property owners. The hardship cannot be created by or be the result of the property owner's action.**

The property has a zero-lot line, which makes it impossible for JSP to otherwise extend any degree of its business outside its immediate footprint. It is JSP's belief that there are very few, if any, other retail shops in the CBD that have a similar hardship or limitation. The property is Zoned CBD. It is intended for retail use and essentially cannot be utilized for any other purpose due to seating and parking limitations that cannot be changed.

Also, while not directly attendant to the property, the CDC guidelines relating to COVID-19 have impacted and limited the use of the property because of distancing and other concerns. JSP had to reduce its retail items in the store to allow wider channels for customers to move about the store. To allow the retail space to expand

to the outside would allow JSP to continue to ensure the health and welfare of its customers while also displaying its full product offering as was previously done.

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

To utilize the additional space for retail, JSP requires not only the space for its retail display, but also to maneuver the retail display out in the morning and back into the store in the evening, and to allow for its customers to come have access and move around its displays.

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

Hawkers Restaurant is the only neighbor that could potentially be adversely affected. Hawkerc's management is supportive of JSP proposed variance. The proposed additional space essentially matches the space that Hawkerc leases for the City.

The public will not be adversely affected in that the sidewalk on the northside of the building is sufficiently wide to accommodate the JSP lease and enclosure and still leave plenty of room for general foot traffic. Moreover, the addition of the enclosure will add aesthetic appeal to the prominent corner.

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

The NB CBD is intended to be a pedestrian-friendly area with local shops and restaurants. The proposed variance will allow JSP to lease and enclose space that would match its neighbor's fence and enclosure. In the area, it will display its beach-related items, including paddleboards and surfboards and other items as are appropriate. The intended use will not diminish property value and will enhance the character of the area.

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

The ULDC's primary objective is to ensure that future development within the city will enhance the quality of life for the community. JSP's plan to lease and maintain the outdoor area is directly in line with the ULDC by following the high standard of construction present in the central business district and conforming to the use of public right-of-way leased by Hawkerc. This plan is both visually appealing and will allow for uniformity along the south side of Atlantic Blvd.

F. Explain how the need for the proposed variance has been created by you or the developer?

The need for the variance was largely created by the "new normal" associated with the coronavirus pandemic. In response to the CDC guidelines, JSP removed products and offering from its retail floor. The new space would allow JSP to replenish its retail offering while also maintaining appropriate distance and spacing.

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

As noted, in the CBD, there are very few, if any, other retail-focused business that have a zero lot-line, as such, JSP is not aware of any other similarly situated businesses that would desire or need a similar variance.

Staff recommends approval of application V20-09 with conditions. 1-The City Manager must approve the annual permit prior to the installation. 2-Installation shall be of a temporary nature and must be removed before the close of business each day. 3-The outdoor area must be reduced in size to a maximum of 150 square feet to adhere to the LDC. 4-The outdoor area is restricted to retail sales only.

Mr. David Burns, attorney representing the applicant, addressed the board. Jax Surf & Paddle was founded in 2009 and have 2 spaces in Neptune Beach. They do rentals and surf camps out of Orange Street location and retail on Atlantic Blvd. There are 3 core income sources for them, retail, rentals and lessons including summer surf camp. COVID has devastated their surf camp and surfboard rentals portions of the business. They had to reformat the way they ran summer camp including increasing staff. They were shut down for a period of time. Trip Advisor has rated Jax Surf and Paddle the number one thing to do in Neptune Beach and were in an article in the Atlantic Journal-Constitution last week.

Agree with the recommendation of Staff to reduce the size to a maximum of 150 square feet. The one point to consider is number two relating to the installation being of a temporary nature, the proposal is something that would be utilized every day. Their intent of the proposal is to expand the retail space in order to allow for flow and ingress and egress. They propose something permanent in nature that would match Hawkers in terms of appearance, presentation but also take elements from across the street at the Coop with the planter boxes. It would be something that would be esthetically pleasing to encourage pedestrian traffic and visitors. Number 2 that it be temporary in nature defeats a lot of that.

The intent of the application is to increase the flow and allow for expanded retail space, to require Jax Surf and Paddle to set up the external space each day, each morning in and bring it inside each night, would really require additional space within the premises to be set aside for storage of whatever retail items would be used in the presentation.

Chairperson Goodin opened the floor for public comments. There being no comments, the public hearing was closed.

Board Discussion and questions for the applicant:

Ms. Livingston: Thinks local businesses are suffering, however at the same time is optimistic that COVID will not be forever and has a hard time agreeing to a permanent structure. Asked if there would be coffee, beer and wine and tables in the area? Mr. Burn stated that this would be an extension of the retail experience. No seating is to be provided.

Chair Goodin: 1-How far will it be extended? Will it be in line with Hawkers and are you willing to reduce the size to make to increase walkability on the west end at the corner? Mr. Burns: Yes, they are willing to work with the City. 2-What type of items will be offered? Long and surf boards and beach merchandise. Generally, not your 3 for \$10 t-shirts. He feels of the shop is higher end. You could extend into the sidewalk a bit without impacting ingress and egress foot traffic.

Questions for Staff:

Mr. Randolph asked if the 150 square feet is a solid number based on the size of the establishment? Ms. Wright stated the 150 square feet is a permanent number for everyone and is established by the code.

Mr. Dill: How do we measure the sidewalk being left from? What would be standards we consider when we are reviewing this that we confirm that there is significant room left? It is very tight. Ms. Wright stated that ADA requires a minimum of 5 feet.

Ms. Wright explained the difference in the lease and Hawker's next door. Hawkers is a restaurant and the code does allow for a restaurant to apply for a special exception for outdoor seating area. In this case, they are applying for possibly obtaining a variance based on retail sales. This is not a restaurant asking for an outdoor seating

area. This is a retail establishment asking for an outdoor retail sales area. The items for sale would need to be taken inside each night, the fence will need to be address with the lease agreement. There is still another level of approval within the lease agreement. This to be reviewed on an annual basis.

Mr. Wynn, City Manager, explained that there would have to be a written development agreement with the City, since the applicant would be leasing the space on the right-of-way from the City. That lease would detail the lease amount, the use of the space, ADA compliance, city liability. Ultimately, we are looking at allowing JSP a variance for retail sales. The displays have to be temporary in nature. Don't know what the intent of putting a fence around the retails space would be. Jafee's across the street brings clothes out a rack and then takes it back inside at night but that is on private property so there is nothing wrong with that. If you bring merchandise outside the issue is ADA. If somebody can't get a wheelchair through the City runs into the risk that we are responsible. As the City Manager, the onus is placed on me to make a lease agreement that will work and the idea of that it is temporary in nature and reviewed in a year helps. It me the definition of temporary means it does away every night including the fencing that could collapsed. This is a lease and is not free. The City charges for all lease spaces.

Made by Livingston, seconded by Schwarzenberger .

MOTION: **MOVE TO RECOMMEND APPROVAL TO CITY COUNCIL OF VARIANCE V20-09 FOR 241 ATLANTIC BLVD. SUITE 102 WITH THE FOLLOWING CONDITIONS:**

1-CITY MANAGER MUST APPROVAL THE ANNUAL PERMIT PRIOR TO INSTALLATION.

2-INSTALLATION SHALL BE OF A TEMPORARY NATURE AND MUST BE REMOVED BEFORE THE CLOSE OF BUSINESS EACH DAY. TO BE NEGOTIATION BY THE CITY MANAGER IN THE TERMS OF THE LEASE.

3-THE OUTDOOR AREA MUST BE REDUCED IN SIZE TO A MAXIMUM OF 150 SQUARE FEET TO ADHERE TO THE LDC.

4-THE OUTDOOR AREA IS RESTRICTED TO RETAIL SALES ONLY.

Roll Call Vote:

Ayes: 6-Randolph, Schwarzenberger , Livingston, Frosio, Dill, Goodin

Noes: 0

MOTION APPROVED.

The applicants were informed their application would be forwarded to City Council for their final decision on November 2, 2020 at 6:00 pm and that they should attend that meeting.



JAX SURF & PADDLE

241 Atlantic Blvd., SUITE 102
NEPTUNE BEACH, FLORIDA 32266
904.372.9083

September 8, 2020

Ms. Kristina Wright
Community Development Director
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

Dear Kristina,

We write in support of Jacksonville Surf and Paddle LLC's request for a zoning exception to allow it to lease, enclose and utilize for retail sales a small portion of the City's sidewalk space immediately adjacent to our store. We respectfully submit that we've met the requirements for the requested variance with our application. This letter will hopefully put in context why we need the variance.

As you probably know, JSP's revenue is driven in three main categories: (i) retail sales; (ii) lessons and rentals; and (iii) our annual Surf Camp. The COVID19 pandemic rocked our world in each of those categories. We had to shut down temporarily and then had to reformat our retail sales layout to accommodate more spacing and distancing. Even after reopening, we couldn't conduct lessons and when we could re-start lessons, customers were – and are – much harder to come by. We also had to completely reformat our Surf Camp, cutting down on the number of campers and increasing our staff. You can imagine the impact on our revenue. Overall, retail and tourism are two of the main sectors that the pandemic ravaged, with effects likely lasting for several years. JSP uniquely falls into both categories in that a large portion of our retail sales and lessons are purchased by tourists visiting our wonderful beaches. We need the variance to allow us to attract more retail customers into our store and to allow us more visibility to sell our rentals and lessons.

JSP is proud to have started in Neptune Beach. We love our community and pride ourselves on how we represent not just our business, but Neptune Beach as a whole. We proudly incorporate "Neptune Beach" into our logo and on our JSP merchandise. Notably, JSP is ranked by Tripadvisor as the "#1 thing to do" in Neptune Beach. Unfortunately, we expect the effects of the pandemic to be long-lasting on our business. Granting the variance to allow JSP to utilize the outdoor area for retail display will hopefully provide the revenue boost that will ensure JSP remains a proud and active Neptune Beach community member.



JAX SURF & PADDLE

241 Atlantic Blvd., SUITE 102
NEPTUNE BEACH, FLORIDA 32266
904.372.9083

We hope this information allows the City to more fully consider our request and to grant the requested variance. If you need any additional information, please do not hesitate to call or write.

Respectfully submitted,

Tiffany & Tom Oliser
Jacksonville Surf and Paddle LLC
tiffany@jaxsurfandpaddle.com
tom@jaxsurfandpaddle.com

V20-09

APPLICATION FOR ZONING VARIANCE



TO THE CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 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:	Zoning District: <i>CB1D</i>	Real Estate Parcel Number: 172787-0020
Name & Address of Owner of Record: Southcoast Beaches II LLC 241 Atlantic Blvd., Suite 201 Neptune Beach, FL 32266 Contact phone number: 904-624-0077 e-mail address: risti@lovettmiller.com		Property Address: Jax Surf and Paddle LLC 241 Atlantic Blvd, Suite 102 Neptune Beach, FL 32266 PH: 904-372-9083; tiffany@jaxsurfandpaddle.com Number of units on property 1 Have any previous applications for variance been filed concerning this property? None for this request 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): Jax Surf & Paddle LLC ("JSP") is seeking a variance to allow it to lease and utilize a portion of the City's right of way on the North-facing front exposure of its premises. A sketch of the proposed space for lease is attached hereto. JSP desires to utilize the area to extend its retail offerings and increase its floor space to allow for accommodations to social distancing and other COVID-19 considerations for health and public safety.		
2. Explain the purpose of the variance (if granted)? JSP desires to lease sidewalk space to the north of its store, to enclose the area as appropriate with a fence and to utilize the space to offer its retail products and apparel in the space. At present, while the City allows food and beverage sales to occur on the City's property, the City's Municipal Code does not allow for retail sales to be conducted in a similar manner.		
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 property has a zero lot line, which makes it impossible for JSP to otherwise extend any degree of its business outside its immediate footprint. It is JSP's belief that there are very few, if any, other retail shops in the CBD that have a similar hardship or limitation. The property is zoned _____. It is intended for retail use and essentially cannot be utilized for any other purpose due to seating and parking limitations that cannot be changed.

Also, while not directly attendant to the property, the CDC guidelines relating to COVID-19 have impacted and limited the use of the property because of distancing and other concerns. JSP had to reduce its retail items in the store to allow wider channels for customers to move about the store. To allow the retail space to expand to the outside would allow JSP to continue to ensure the health and welfare of its customers while also displaying its full product offering as was previously done.

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

To utilize the additional space for retail, JSP requires not only the space for its retail display, but also to maneuver the retail display out in the morning and back into the store in the evening, and to allow for its customers to come have access and move around its displays.

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

Hawkers Restaurant is the only neighbor that could potentially be adversely affected. Hawkerc's management is supportive of JSP's proposed variance. The proposed additional space essentially matches the space that Hawkerc leases from the City.

The public will not be adversely affected in that the sidewalk on the northside of the building is sufficiently wide to accommodate the JSP lease and enclosure and still leave plenty of room for general foot traffic. Moreover, the addition of the enclosure will add aesthetic appeal to the prominent corner.

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

The NB CBD is intended to be a pedestrian-friendly area with local shops and restaurants. The proposed variance will allow JSP to lease and enclose space that would match its neighbor's fence and enclosure. In the area, it will display its beach-related items, including paddleboards and surfboards and other items as are appropriate. The intended use will not diminish property value and will actually enhance the character of the area.

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

The ULDC's primary objective is to ensure that future development within the city will enhance the quality of life for the community. JSP's plan to lease and maintain the outdoor area is directly in line with the ULDC by following the high standard of construction present in the central business district and conforming to the use of public right-of-way leased by Hawkers. This plan is both visually appealing and will allow for uniformity along the south side of Atlantic Blvd.

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

The need for the variance was largely created by the "new normal" associated with the coronavirus pandemic. In response to the CDC guidelines, JSP removed products and offerings from its retail floor. The new space would allow JSP to replenish its retail offerings while also maintaining appropriate distance and spacing.

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.

As noted, in the CBD, there are very few, if any, other retail-focused businesses that have a zero lot-line. As such, JSP is not aware of any other similarly-situated businesses that would desire or need a similar variance.

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 not made by owner)

6. NON-REFUNDABLE FEE:

\$300.00 (Residentially zoned property) / \$500.00 (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, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.

*If a commercially zoned variance is granted by council, then a 30 day wait period must pass before any required 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 OF AUTHORIZED AGENT

ADDRESS OF AUTHORIZED AGENT

NEPTUNE BEACH, FL 32266

SIGNATURE OF OWNER OR AUTHORIZED AGENT
W. BLA 2720

APPROVAL_____DENIAL_____

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.

DAVID BURNS
TOM OLIVER

is hereby authorized TO ACT ON BEHALF OF

SOUTHWEST BEACHES II, 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 a variance:

BY:

W. R. LOVETT II

Signature of Owner

W. R. LOVETT II

Print Name

Signature of Owner

Print Name

Daytime Telephone Number 904-634-8808

State of Florida

County of DUVAL

Signed and sworn before me on this September 8 day of, 2020.

By Ashley Ann Holmes

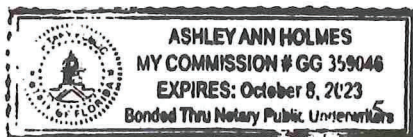
Identification verified: Personally known Oath sworn: ☒ Yes ☐ No

A. Holmes

Notary Signature

My Commission expires:

10/8/23



Southcoast Beaches II, LLC

241 Atlantic Boulevard
Suite 201
Neptune Beach, Florida 32266

August 31, 2020

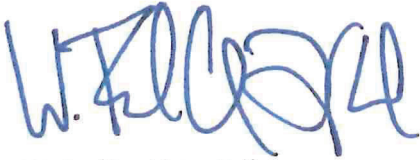
City of Neptune Beach
Attn: Mr. Stefen Wynn, City Manager
116 First Street
Neptune Beach, FL 32266

Re: Letter of Authorization / Request for the Addition of a Patio outside the Property
Located at 241 Atlantic Boulevard, Suite 102, Neptune Beach, FL 32266

Dear Stefen,

Southcoast Beaches, II, LLC has given permission for Jax Surf & Paddle to proceed with its request to the City of Neptune Beach for the addition of a patio along Atlantic Boulevard. Once approval from the Community Development Board has been granted, Southcoast Beaches, II, LLC will review the project for a second time with the option to approve or decline any alterations the board may suggest or require prior to the project being added to the schedule for the City Council's approval.

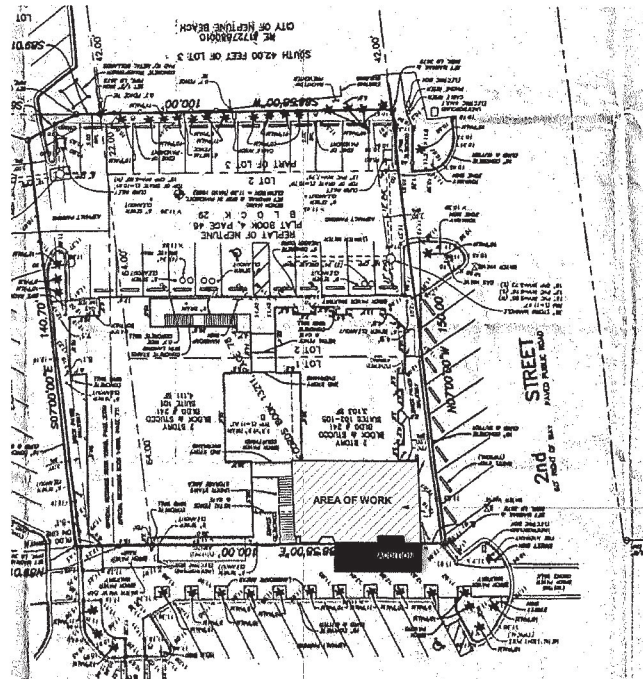
Respectfully;



W. Radford Lovett II
Property Owner

JAX SURF& PADDLE

BEACHES TOWN CENTER ATLANTIC BLVD.
UNITS A & B NEPTUNE BEACH, FL 32266



PROJECT LOCATION

GENERAL NOTES:

- All construction must comply with all governing codes.
- All contractors and sub-contractors will thoroughly familiarize themselves with these construction documents, and will verify existing site and building conditions prior to submitting a bid.
- Sub-contractors before starting their work will check and verify their particular related requirements for compliance along with measurements, surface levels, & surface conditions near and about their work. It will be concluded that each bidder understands and knows what will be required.
- The Architect, E.O.R., and professional consultants will not have control of & will not be responsible for construction means, methods, sequences, or safety precautions in connection with the work on the project or for the acts or omissions of the contractor, sub-contractor, or any other persons performing any of the work on this site.
- All contractors will provide adequate bracing and/or shoring to insure structural stability of the building and all related building components, (i.e.) Structural Walls, Interior Wall Assemblies etc., during the construction phase of this project.
- All work will be coordinated with other trades in order to avoid interference & preserve maximum headroom & avoid omissions. Each contractor will include all miscellaneous items required by Code and needs to complete this work.
- All material used will be new & bear UL labels where required & meet NEMA standards.
- Layout all partitions before beginning construction to prevent errors by discrepancy. All drywall partitions will be installed as noted on the drawings. DO NOT SCALE THE DRAWINGS.

- Verify all dimensions in the field prior to ordering, cutting, and/or installing material, product or equipment. In the event of any discrepancies, contractor shall notify the Architect and/or E.O.R. in writing prior to the commencement of work.
- All sub-contractors will provide a certificate of insurance to the owner prior to starting any work on this project. Certificate of insurance cannot be terminated or canceled without 10 days prior written notice to the owner.
- No substitutions of any kind for materials specified on these construction documents is allowed. No "Equivalent" substitutions will be made, unless approved in writing by the Architect & approved by the owner due to the lack of availability of original, U.O.N. in these documents.
- Each contractor is responsible for the first class workmanship & will assume all responsibility for the care and protection of his own work & material from damage. He will make good any damage to his own or other work caused by himself or workman employed by him.
- Each contractor will abide by local area standards & related OSHA standards for the safety of their employees on site. This Architect and his professional consultants will be held harmless by the owner, GC, and related awarded trades, on this project for accidents or injuries caused or accrued on this property during construction phases of this project.
- Should Fire Alarm & sprinkler drawings become a requirement, it will be the responsibility of the sub-contractor and to be submitted as separate permit issue.

SCOPE OF WORK.

TO ADD EXTERIOR PATIO TO AN EXISTING BUILDING

CODE REVIEW

PROJECT NAME: JAX SURF & PADDLE
PROJECT ADDRESS: BEACHES TOWN CENTER ATLANTIC BLVD. UNITS A & B NEPTUNE BEACH, FL 32266
LOCAL JURISDICTION: DUVAL COUNTY BUILDING & SAFETY
ZONING: F-10
BUILDING CODES: 2017 FLORIDA BUILDING CODE (6th EDITION)
2017 FIRE PREVENTION CODE (6th EDITION)
N/A
NEMA 101

OCCUPANCY TYPE: GROUP B (BUSINESS)
CHAPTER 10
FIRE RESISTANCE: PROTECTED, SPRINKLED
CHAPTER 407
SQUARE FOOTAGE: 1,100 S.F.
CHAPTER 5
STORES: 1
CONSTRUCTION TYPE: REINFORCED CONCRETE
CHAPTER 6

OCCUPANT LOAD/DENSITY:
CHAPTER 10, TABLE 1004.1.2
12 OCCUPANTS
SEE BREAKDOWN ON SHEET L1
- GROSS WIDTH: 124 IN
- DEPTH: 7
- STAIRS: N/A
- MAX TRAVELED DIST.: 70 FEET
- MIN. EGRESS WIDTH: 20.4 IN
- TOTAL EGRESS: 0

2012 FLORIDA ACCESSIBILITY

CHAPTER 10
100% ADA COMPLIANT: YES
VERTICAL ACCESSIBILITY: N/A
UNIVERSITY 20% HANDICAP UPGRADES: N/A
ACCESSIBLE ENTRANCE: YES
ACCESSIBLE ROUTE TO ALTERED AREA: N/A
ACCESSIBLE RESTROOM: YES
ACCESSIBLE TOILET: YES
ADDITIONAL ACCESSIBLE ELEMENTS: YES

INDEX OF DRAWINGS:

SHEET A1 PROJECT INFO
SHEET A2 FLOOR PLANS
SHEET L1 ELEVATIONS

DECLARATIVE STATEMENT: IT IS TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY AS DETERMINED BY LOCAL AUTHORITY IN ACCORDANCE WITH 2017 FBC 6TH EDITION 11.3.4.4 AND CHAPTER 632, FLORIDA STATUTES

VERMEY ARCHITECT
240 S. THIRD ST.
JACKSONVILLE, FLORIDA 32202
248-1180

BEN BROADROOF DESIGN
1781 WATKINS ROAD
ATLANTIC BEACH, FL 32233
242-6500



JAX SURF & PADDLE

BEACHES TOWN CENTER
ATLANTIC BLVD. UNITS A & B
NEPTUNE BEACH, FL 32266

DATE: 12/10/2019

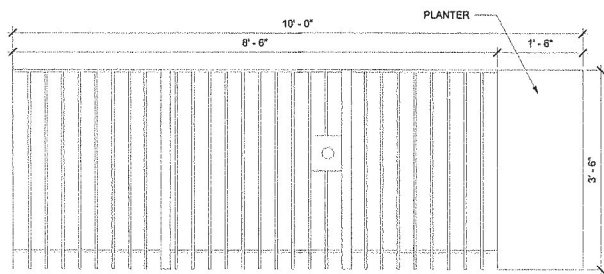
DRAWN BY: CRP

PROJECT #: SK-01

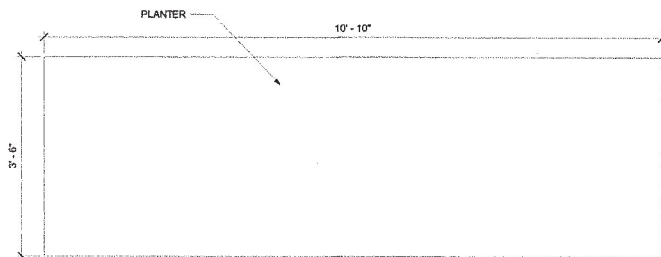
CHECKED BY: BB

SHEET TITLE: SHEET #

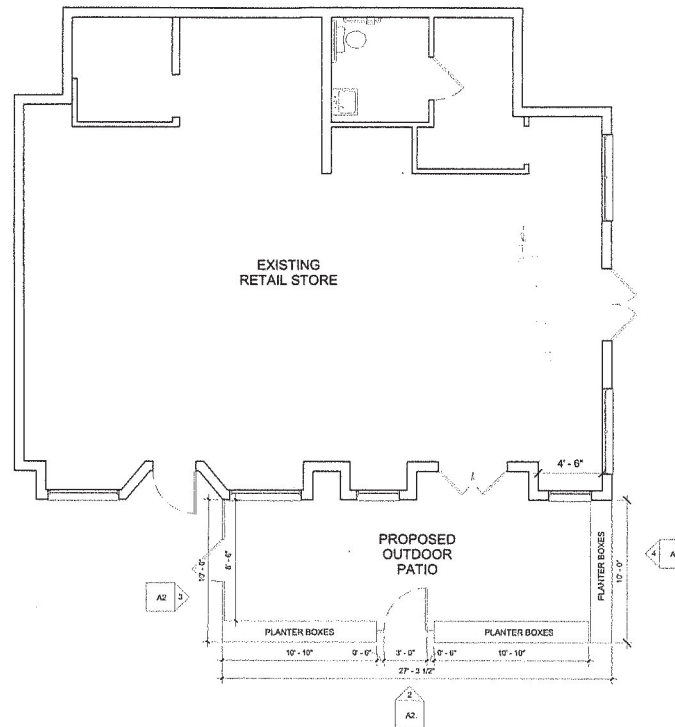
TITLE SHEET A1



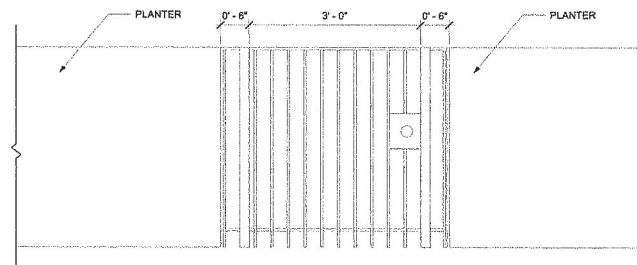
③ FENCE/GATE
1" = 1'-0"



④ PLANTER
1" = 1'-0"



① Level 1
1/4" = 1'-0"



② PLANTER/GATE
1" = 1'-0"

REVISION	DATE

VERNEY ARCHITECT
ARCHITECTS
JACKSONVILLE BEACH, FLORIDA
32250

BEN BROADFOOT DESIGN
1281 HAYPORT ROAD (504)
2466601
ATLANTA, GA 30333

Q. Vunmy
4-27-24
4030



JAX SURF & PADDLE
BEACHES TOWN CENTER
NEPTUNE BEACH, FL 32266

DATE:	12/10/2019
DRAWN BY:	CRP
PROJECT #	SK-01
CHECKED BY:	BB
SHEET TITLE	SHEET #

FLOOR PLANS
A2

THIS SURVEY WAS MADE FOR THE BENEFIT OF SOUTHCOAST BEACHES I, LLC; WELLS FARGO BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS; GRAYROBINSON, P.A; GARTNER, BROCK AND SIMON, LLP AND FIRST AMERICAN TITLE INSURANCE COMPANY

THE FIELD WORK WAS COMPLETED ON JANUARY 13, 2017



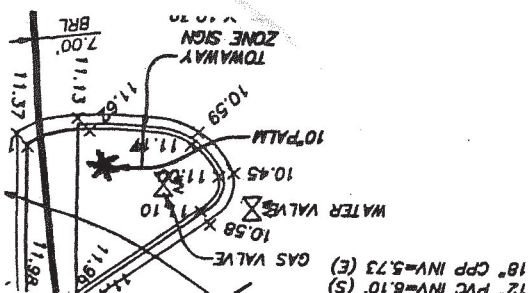
DEVIATIONS USED ON THIS SURVEY:

- CORRUGATED PLASTIC PIPE
- BUILDING
- BUILDING RESTRICTION LINE
- DOING BUSINESS AS
- ELEVATION
- FIRE DEPARTMENT CONNECTION
- GROSS FLOOR AREA
- INVERT
- POLYVINYL CHLORIDE
- REINFORCED CONCRETE PIPE
- SQUARE FEET
- TYPICAL
- HANDICAP PARKING SPACE
- METAL LIGHT POLE
- WALKWAY LIGHTING

DA

SHEET 1 OF 1

(904)241-8550



OPTIONED LANDS ARE SUBJECT TO THE FOLLOWING MATTERS, WHICH ARE SET BY AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2080-3686615, EFFECTIVE BY 03, 2017, 8:00 A.M.

PART II

ALTA/NSPS LAND TITLE SURVEY

LOTS 1 AND 2 AND A PART OF LOT 3, BLOCK 29, REPLAT OF BLOCKS 18 TO 36 INCLUSIVE AND BLOCKS 38 & 39 NEPTUNE AS RECORDED IN PLAT BOOK 4, PAGE 46, AND A PART OF LOT 83, NEPTUNE BEACH TERRACE ~ SECTION 2 AS RECORDED IN PLAT BOOK 15, PAGE 44, ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 13211, PAGE 78, OFFICIAL RECORDS BOOK 14586, PAGE 711, AND OFFICIAL RECORDS BOOK 15605, PAGE 2330 OF SAID PUBLIC RECORDS. CONTAINING 18,736 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

AND TITLE SURVEY.

NOT LOCATED EXCEPT AS SHOWN.

IF THERE IS EVIDENCE OF EARTH MOVING WORK, BUILDING
ADDITIONS, EVIDENCE OF SIDEWALK CONSTRUCTION OR
PAVEMENT WAS BEING REPAIRED AT THE TIME OF THIS SURVEY,
(DRAWING). THERE IS NO EVIDENCE OF SITE USED FOR SOLID
WASTE LANDFILL OR AS A CEMETERY.

E NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS
THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA,
ST.

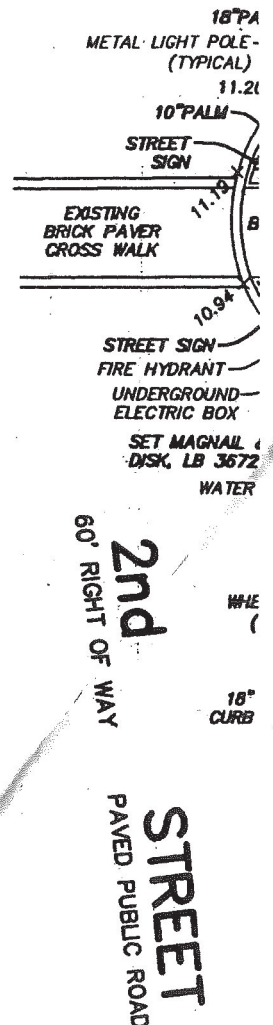
ND MAGNAIL & DISK. ELEVATION=10.48 (NAVD 88)

**A/NSPS REQUIREMENTS:
OF NEPTUNE BEACH ZONING REQUIREMENTS.**

- SQUARE FEET - #241 SUITE 101 (4,111 SF)
- SQUARE FEET - #241 SUITES 102-105 (3,103 SF)

- 36 FEET FROM FINISH FLOOR TO ROOF LINE.

ADJOINING PROPERTIES. (SHOWN ON THIS SURVEY)



This Instrument Prepared by:
Fred L. Ahern, Jr., Esquire
Buschman, Ahern, Persons & Bankston
2215 South Third Street, Suite 101
Jacksonville Beach, FL 32250
06-0027

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 12th day of April, 2006, by and between **Louis B. MacDonell, Marcy L. MacDonell and Milly B. MacDonell, Individually and as Trustees of The Louis B. MacDonell Revocable Intervivos Trust dated July 21, 2003** (the "Grantor"), whose mailing address 1007 Cap Tram Road, Tallahassee, FL 32317 and **Southcoast Beaches II, L.L.C., a Florida limited liability company** (the "Grantee"), whose mailing address is One Independent Square, Suite 1600, Jacksonville, FL 32202.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and the Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Duval, State of Florida, and more particularly described as follows:

Beginning at a stake at the intersection of the West right of way line of the Florida East Coast Ry. Co. with the South right of way line of Atlantic Boulevard, thence South 7 degrees East, 150 feet along the West right of way line, to a stake; thence South 88 degrees 58 minutes West 100 feet to a stake; thence North 7 degrees West 150 feet to a stake on South side of Atlantic Boulevard; thence North 88 degrees 58 minutes East 100 feet along the South line of said Boulevard to a place of Beginning, being the whole of Lot 1 and a part of Lot 2, Block 29, NEPTUNE, Plat Book 4, Page 46, of the current public records of Duval County, Florida.

Said property is not the homestead of the Grantors under the laws and constitution of the State of Florida in that neither Grantors nor any members of the household of the Grantors reside thereon.

RE Parcel No.: 172787-0000

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO taxes subsequent to December 31, 2005, covenants, restrictions and easements of record, if any, provided this Deed shall not operate to reimpose the same.

AND the Grantor, for itself and its successors, hereby covenants with the Grantee and the Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

THIS DEED may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Rebecca D. MacDonell

First Witness Signature

Rebecca D. MacDonell

First Witness Print Name

Connie S. Dillard

Second Witness Signature

Connie S. Dillard

Second Witness Print Name

aforsaid

Louis B MacDonell
Louis B. MacDonell, as Trustee as aforesaid

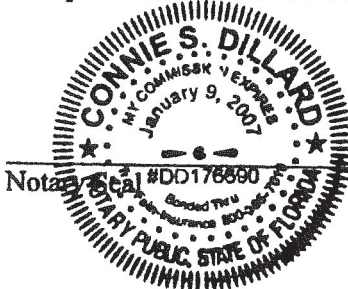
Louis B MacDonell
Louis B. MacDonell, Individually

Marcy L. MacDonell
Marcy L. MacDonell, as Trustee as

Marcy L MacDonell
Marcy L. MacDonell, Individually

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th day of April, 2006, by Louis B. MacDonell and Marcy L. MacDonell, Individually and as Trustees of The Louis B. MacDonell Revocable Intervivos Trust dated July 21, 2003, who are personally known to me or who provided a driver's license as identification.



Connie S. Dillard
Notary Public
My Commission Expires:

Dena Discron
First Witness Signature

DENA DISCRON
First Witness Print Name

MARILYN PASTORELLI
Second Witness Signature

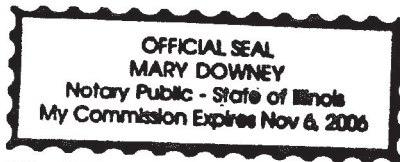
MARILYN PASTORELLI
Second Witness Print Name

Milly B MacDonell TTEE
Milly B. MacDonell, as Trustee as aforesaid

Milly MacDonell
Milly B. MacDonell, Individually

STATE OF Illinois
COUNTY McDonough

The foregoing instrument was acknowledged before me this 11th day of April, 2006, by Milly B. MacDonell, Individually and as Trustee of The Louis B. MacDonell Revocable Intervivos Trust dated July 21, 2003, who is personally known to me or who provided a driver's license as identification.



Notary Seal

Mary Downey
Notary Public
My Commission Expires: 11-6-06









City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Community Development Board

FROM: Kristina L. Wright, FRA-RA, Community Development Director

DATE: October 7, 2020

SUBJECT: **CDB 20-05 120 Atlantic Boulevard (PIN:172785-0000)**

Background

Application CDB 20-05 120 Atlantic Boulevard (PIN: 172785-0000) is a request for an Art Project as outlined in Chapter 27 Section 27-596 for the property owned by Seahorse NB, LLC located at 120 Atlantic Blvd. The request is to paint a mural on the south wall facing Lemon Street of the Seahorse Oceanfront Inn.

Summary:

The applicant is proposing to create a painted mural on the south wall of the Seahorse facing Lemon Street using exterior, aerosol paints. The project will take four (4) days to complete and will feature a "Welcome to Neptune Beach" message with seagulls.

According to **Section 27-596 Art Project:**

Any proposed art project in the commercial districts that in the opinion of a majority of the community development board is found to be public art that enhances the commercial district may be recommended to the city council for its approval. If approved by the City Council, such an art project will be permitted as long as it is maintained in good condition. The City Council may place conditions for approval on the proposed project. Any such art project which deteriorates over time shall be removed by the applicant at the sole discretion of the City Council.

Questions used in making a determination:

1. **Where will the proposed art project be located?** *South side.* The applicant is proposing to create a painted mural on the south wall of the Seahorse facing Lemon Street.
2. **Give the Dimensions of the proposed art project. (also attach a scaled drawing of proposed art project.):** *Dimensions: 18.3 ft High x 33.5 ft Wide (Will Follow-up with Scale Drawing of proposed art project)*

3. **How will the proposed art project enhance the aesthetic beauty of the surrounding area in its proposed location:** *The proposed art project will enhance the aesthetic beauty of the surrounding area by bringing a sense of energy and vibrance to an already highly traveled area. The mural is meant to engage visitors and viewers by encouraging interaction on a social level. Take a photo, post and repeat! Think interactive post card art installation meets approachable art for everyone.*
4. **Provide evidence that the artist is capable of completing the work in accordance with the plan submitted:** The applicant has indicated that the project will only take 4 days. They have attached examples of the artist's artwork and have included the following timeline:
 - Day 1: Background Blue Painted*
 - Day 2: "Welcome to Neptune Beach" stenciled in white, Black, Pink, etc. (colors of sunset)*
 - Day 3: "Seagulls" stenciled in white, black & gray.*
 - Day 4: Touch up and Final photo!*
5. **Explain the durability of the materials used to create the proposed art project (i.e. manufactures specs on the materials, etc.) List of materials needed to complete art project:** The applicant is proposing to use Exterior aerosol paints that are extremely durable. Other materials to be used include ladders or lifts, tape, paint brushes & rollers.
6. **What is the maintenance schedule?** The applicant is proposing an annual maintenance check to reapply any paint and is offering to have any blemishes if necessary fixed at any time.
7. **How long will it take to complete the proposed art project?** The project will take four (4) days to complete.

Staff Recommendation

Staff recommends approval of application CDB 20-05 120 Atlantic Boulevard.

Recommended Motion

I move to approve application CDB 20-05 120 Atlantic Boulevard

CDB20-05
Application for Art
Project
Seahorse NB 120
Atlantic Blvd

CDB20-05 Application for Art Project as outline in Chapter 27 Section 27-596 for the property owned by Seahorse NB, LLC located at 120 Atlantic Blvd. The request is to paint a mural on the south wall facing Lemon Street of the Seahorse Oceanfront Inn.

Kristina Wright, explained, the applicant is proposing to create a painted mural on the south wall of the Seahorse facing Lemon Street using exterior, aerosol paints. The project will take four (4) days to complete and will feature a "Welcome to Neptune Beach" message with seagulls.

According to **Section 27-596 Art Project:**

Any proposed art project in the commercial districts that in the opinion of a majority of the community development board is found to be public art that enhances the commercial district may be recommended to the city council for its approval. If approved by the City Council, such an art project will be permitted as long as it is maintained in good condition. The City Council may place conditions for approval on the proposed project. Any such art project which deteriorates over time shall be removed by the applicant at the sole discretion of the City Council.

Questions used in making a determination:

1. **Where will the proposed art project be located?** *South side.* The applicant is proposing to create a painted mural on the south wall of the Seahorse facing Lemon Street.
2. **Give the Dimensions of the proposed art project. (also attach a scaled drawing of proposed art project.):** *Dimensions: 18.3 ft High x 33.5 ft Wide (Will Follow-up with Scale Drawing of proposed art project)*
3. **How will the proposed art project enhance the aesthetic beauty of the surrounding area in its proposed location:** *The proposed art project will enhance the aesthetic beauty of the surrounding area by bringing a sense of energy and vibrance to an already highly traveled area. The mural is meant to engage visitors and viewers by encouraging interaction on a social level. Take a photo, post and repeat! Think interactive post card art installation meets approachable art for everyone.*
4. **Provide evidence that the artist is capable of completing the work in accordance with the plan submitted:** The applicant has indicated that the project will only take 4 days. They have attached examples of the artist's artwork and have included the following timeline:
 - Day 1: Background Blue Painted*
 - Day 2: "Welcome to Neptune Beach" stenciled in white, Black, Pink, etc. (colors of sunset)*
 - Day 3: "Seagulls" stenciled in white, black & gray.*
 - Day 4: Touch up and Final photo!*
5. **Explain the durability of the materials used to create the proposed art project (i.e. manufactures specs on the materials, etc.) List of materials needed to complete art project:** The applicant is proposing to use Exterior aerosol paints that are extremely durable. Other materials to be used include ladders or lifts, tape, paint brushes & rollers.
6. **What is the maintenance schedule?** The applicant is proposing an annual maintenance check to reapply any paint and is offering to have any blemishes if necessary fixed at any time.
7. **How long will it take to complete the proposed art project?** The project will take four (4) days to complete.

Chairperson Goodin opened the floor for public comments.

Leslie Lynn, 501 Hopkins St and Staff, supported the project. The City is planning for the 90th anniversary celebration for Neptune Beach and if this isn't appropriate, I don't know what is. It resembles a postcard with an old Florida feeling, we are looking at a photo op that promotes the City.

There being no further comments the public hearing was closed.

Board Discussion: Some members did not care for the look saying it looked like a billboard while others thought it would be used as an interactive postcard online.

Made by Dill, seconded by Schwartzenberger.

MOTION: **MOVE TO RECOMMEND APPROVAL TO CITY COUNCIL OF
CDB 20-05 FOR AN ART PROJECT AT 120 ATLANTIC BLVD.**

Roll Call Vote:

Ayes: 5-Randolph, Schwartzenberger , Livingston, Frosio, Dill

Noes: 1- Goodin

MOTION APPROVED.

The applicants did not attend the meeting and would be informed that they should attend the City Council meeting on November 2, 2020 at 6:00 pm.

CD 20-05

City of Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 Ext 36 • FAX (904) 270-2432

RECEIVED SEP 19 2020



Art Project Application

Applicant or authorized representative must be present in order for the Community Development Review Board to make a recommendation to the City Council. The undersigned hereby applies for an art project review as follows:

Date Filed: 9-18-20 Zoning Classification: CBD

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.

Street Address: Seahorse Oceanfront INN
120 Atlantic Blvd, Neptune Bch

Legal description property: Lot _____ Block _____ Subdivision _____

Plat Book _____ Page _____ Real Estate No. _____

Name of Owner: <u>Kathleen S Cole</u>	Name of Agent, If Any:
Address of Owner: <u>30 Hopson Rd</u> <u>Jacksonville Bch, FL 32250</u>	Address of Agent:
Phone #: <u>904-254-4747</u>	Phone #:
E-mail: <u>Kathy.Cole55@gmail.com</u>	E-mail:

Describe Request being made:

A Painted Mural on South Wall of Seahorse facing
Lemon St.

PLEASE BE ADVISED THE PLANNING DEVELOPMENT REVIEW 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 ART PROJECT.

STATE OF FLORIDA
COUNTY OF DUVAL

Kathleen S. Cole

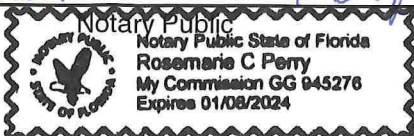
Signature of Owner

Subscribed and sworn to before me on this 18th day of Sept, 2020.

☒ who is personally known to me or has

presented _____, as identification.

Rosemarie C Perry



Answer the following regarding the proposed art project (attach additional sheets if necessary):

1. Where will the proposed art project be located (i.e. north side of building wall):	SEE ATTACHED
2. Give the dimensions of the proposed art project (also attach a scaled drawing of proposed art project):	SEE ATTACHED
3. How will the proposed art project enhance the aesthetic beauty of the surrounding area in its proposed location:	SEE ATTACHED
4. Provide evidence that the artist is capable of completing the work in accordance with the plan submitted:	SEE ATTACHED
5. Explain the durability of the materials used to create the proposed art project (i.e. manufactures specs on the materials, etc.):	SEE ATTACHED
6. What is the maintenance schedule?	SEE ATTACHED
7. How long will it take to complete the proposed art project:	SEE ATTACHED

Twelve (12) copies of following documents and application will need to be submitted by 5:00 p.m. on the submitted deadline in order to be placed on the Board's next agenda.

- ☐ Current legal survey (no older than one year) with proposed location marked
- ☐ Site plan showing proposed location
- ☐ Color elevation showing proposed art project drawn to scale SEE ATTACHED
- ☐ List of materials to be used SEE ATTACHED

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.

HEY WILL,

ATTACHED IMAGES

- 1 MOCK UP
- 2 PAST WORK
- 3 PAST WORK
- 4 PAST WORK
- 5 PAST WORK
- 6 PAINT SPECS
- 7 PAINT SPECS
- 8 PAINT SPECS

I INTENDED TO PARTIALLY FILL OUT THE ART PROJECT APPLICATION, BUT AS NOTED... IT WOULD REQUIRE NOTARIZATION. PLEASE SEE THE RESPONSES I'D GIVE TO A FEW OF THE QUESTIONS AND FEEL FREE TO USE OR FILL IN YOUR OWN!

* IN CASE YOU NEED MY ADDRESS FOR THE FORM: 222 POINSETTA ST.
ATLANTIC BEACH, FL 32233

PG. 2

1. SOUTH SIDE

2. DIMENSIONS:

H X W
18.3ft X 33.5ft

3. THE PROPOSED ART PROJECT WILL ENHANCE THE AESTHETIC BEAUTY OF THE SURROUNDING AREA BY BRINGING A SENSE OF ENERGY AND VIBRANCE TO AN ALREADY HIGHLY TRAFFICED AREA. THE MURAL IS MEANT TO ENGAGE VISITORS AND VIEWERS BY ENCOURAGING INTERACTION ON A SOCIAL LEVEL. TAKE A PHOTO, POST AND REPEAT! THINK INTERACTIVE POST CARD ART INSTALLATION MEETS APPROACHABLE ART FOR EVERYONE.

4. PLEASE SEE ATTACHED FOR EXAMPLES OF THE ARTISTS WORK.

TIMELINE:

DAY 1: BACKGROUND BLUE PAINTED

DAY 2: "WELCOME TO NEPTUNE BEACH" STENCILED IN WHITE, BLACK, PINK, ETC. (COLORS OF SUNSET)

DAY 3: "SEAGULLS" STENCILED IN WHITE, BLACK & GREY.

DAY 4: TOUCH UPS & FINAL PHOTO!

5. INTERIOR/EXTERIOR ACRYLIC PAINT:

AEROSOL ACRYLIC LACQUER: UV RESISTANT,
(SPECS ATTACHED)

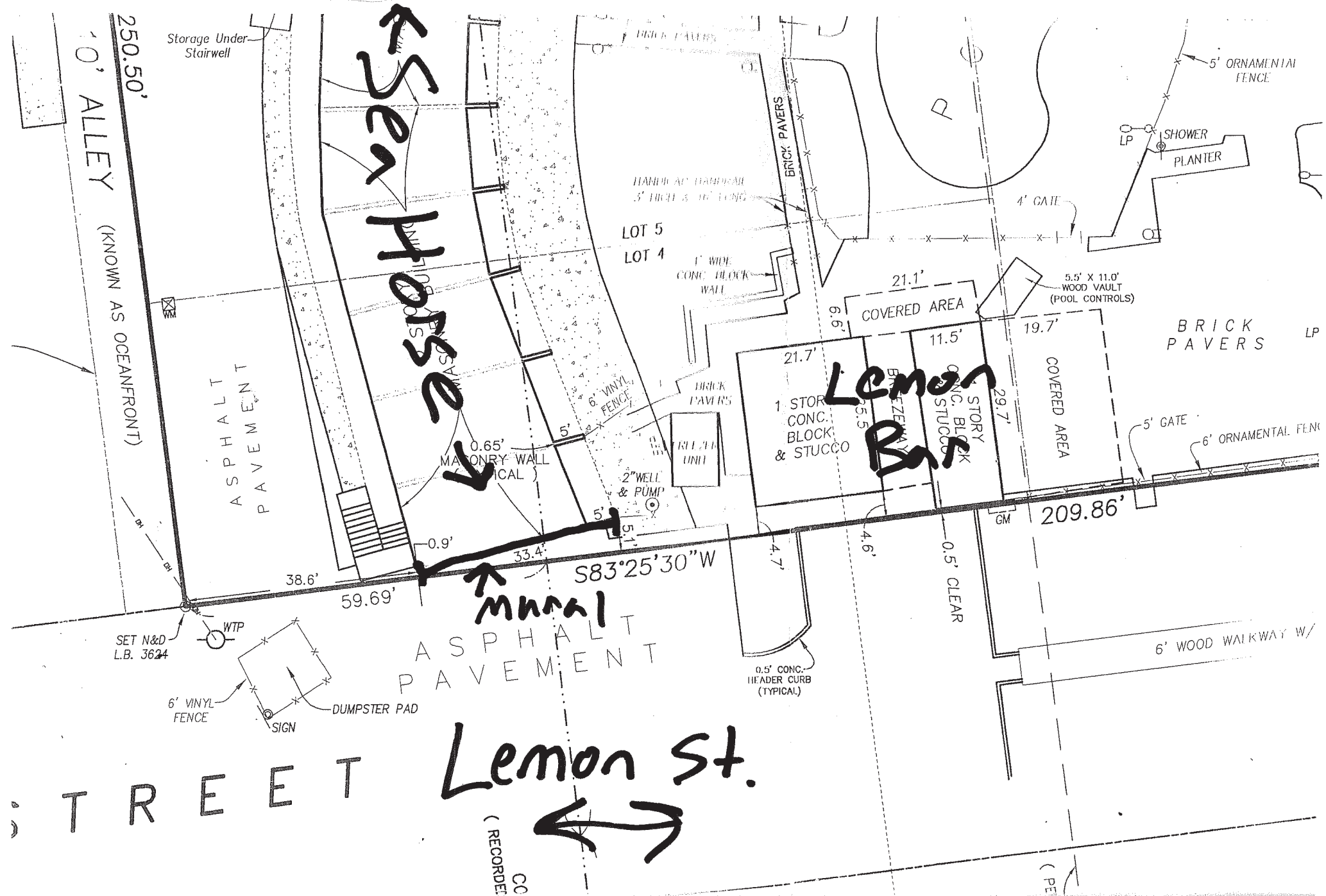
6. MAINTENANCE SCHEDULE:

@ 1 yr check for re-application of paint if necessary

Artist to → remove tagging or fix blemish at any time

7. 4 DAYS

8. LIST OF MATERIALS: EXTERIOR PAINT, AEROSOL, LADDER OR LIFT, TAPE, PAINT PROTECTORS.



Welcome to

NEPTUNE BEACH

Florida

LEMONBAR











Every day is

race day



TECHNICAL DATA SHEET

MTN 94 400 ml MATT plain colors

94



1. General Description.

This is a spray paint with a matt finish. It is made with next generation modified synthetic resins and has been developed to meet the highest demands from the fine arts market, and is also adaptable to the needs of interior and exterior decoration. Designed and formulated with the highest quality products, with the focus always being on color consistency, fast drying, and without forgetting respect for the user and the environment. Its name is in honor of the year in which the company was founded.

2. Features.

- Low pressure.
- Fast drying.
- Good hardening.
- Excellent flexibility.
- Strong resistance to scratching once the film is polymerized.
- Does not contain lead nor other heavy metals.
- Good covering capability.
- Color durability.
- Easy to apply and repaint.
- Good resistance to the elements.
- Resistance to U.V. rays (see chart)

4. Instructions for use.

- Shake the aerosol well before using, approximately for one minute after hearing the sound of the mixer.
 - Apply to clean, dry surfaces. Remove rust with a wire brush and prepare an anti-rust primer if considered necessary. Apply an anchor layer on plastics and polyesters.
 - For best results apply in thin layers. Three thin layers are always better than one thick one, and may be repainted within fifteen minutes with the same paint.
 - Turn the aerosol upside down to clean out the valve after use.
- If the nozzle becomes blocked replace it with a new one.
- Never apply to equipment that is plugged in and use in well ventilated areas.
 - Request safety datasheets.

5. Physical properties.

Low pressure.	Polyvalent female valve.
Propellant:	Butane/propane/mix
Binding type:	Modified synthetic.
Color:	See chart.
Shine 60° (ASTM D-523 ISO 2813):	15-25% matt
Dry to the touch (ASTM D-1640 ISO 1517):	10'
Completely dry (ASTM D-1640 ISO 1517):	24 hours
Thickness of dry layer (ASTM D-823 ISO 2808):	15 microns/layer
Adherence (ASTM D-3359 ISO 2409):	0 B
Theoretical yield (painted consecutively):	2 m ² for 400 ml aerosol
Thinner:	Mix MTN Solvent
Product life:	>2 years
Condition for application:	Minimum room temperature 8°C
	Surface temperature 5°C to 50°C
	Max Humidity 85% R.H.P
Heat resistance of paint:	100°C

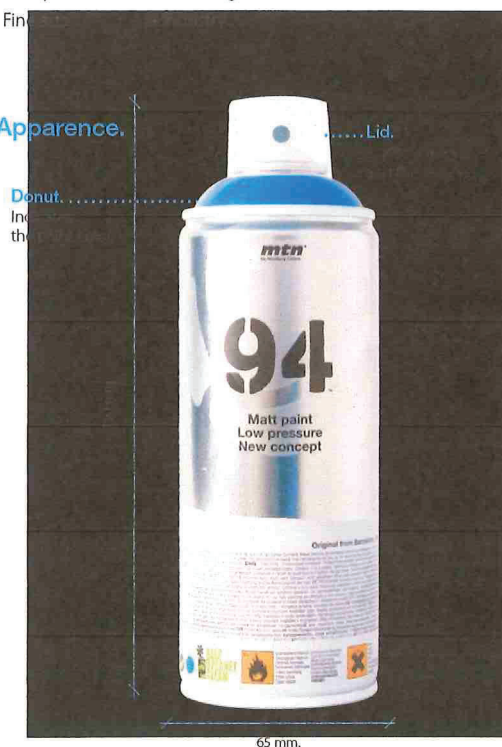
* All of the adherence tests have been carried out on iron plates.

3. Applications.

Due to the product's features we recommend its use in precision jobs and given its matt finish and thus its anti-reflective qualities, we would especially recommend it for photographic and artistic jobs. May also be used in:

- DIY
- Gardening
- Transport.
- Graffiti
- Sign painting.
- Plumbing.

Appearance.



Label.



6. Packaging.

Low pressure.
Nominal capacity 400ml.
Heat resistance of packaging: <50°C
Propellant: GLP - HC C3-C4

Color range.

R-V100 AM. PANEMA PANEMA YELLOW	R-V102 SURDANCE SUNDANCE	R-V100 BLANCO MALTA MALTA WHITE	R-V101 MARRÓN JAMA JAMA BROWN	R-V103 CHOLE CHEWING GUM	R-V104 ROSA SUPERNOVA SUPERNOVA PINK	R-V106 ROSA SAUDADE SAUDADE PINK	R-V107 MARRÓN PERELOPE PERELOPE BROWN	R-V105 VIOLETA SHIVA SHIVA VIOLET	R-V104 AZUL LLORNA LLORNA BLUE			
R-V20 AMARILLO FIESTA PARTY YELLOW	R-V102 VARANUA DALAI DALAI ORANGE	R-1013 BLANCO MISO BOYE WHITE	R-V04 MARRÓN DRIGO DRIGO BROWN	R-V115 TUTTI FRUTTI TUTTI FRUTTI	R-V104 ROSA TOKYO TOKYO PINK	R-V08 ROSA BOREAL BOREAL PINK	R-V176 MARRÓN SENSIBLE SENSIBLE BROWN	R-V170 VIOLETA PERSA PERSA VIOLET	R-V140 AZUL HEDRA HEDRA BLUE			
R-V109 AMARILLO CAJARIAS CAJARIAS YELLOW	R-V103 VARANUA PLURAL PLURAL ORANGE	R-V135 MARRÓN SAFARI SAFARI BROWN	R-V06 MARRÓN TANA TANA BROWN	R-2017 ROJO FIEBRE FEVER RED	R-V105 ROSA ORQUÍDEA ORCHID PINK	R-V07 ROSA STEREO STEREO PINK	R-V203 MARRÓN ROBLE OAK BROWN	R-V171 VIOLETA COMUNIDAD COMMUNITY VIOLET	R-V150 AZUL ARGO ARGO BLUE			
R-1021 AMARILLO CLARO LIGHT YELLOW	R-V00 VARANUA SOLAR SOLAR ORANGE	R-V130 MARRÓN IVICA IVICA BROWN	R-V06 MONTPELAT MONTPELAT	R-V116 ROJO SANGRE BLOOD RED	R-4003 ERVA ERVA	R-V08 ROSA SINGLE SINGLE PINK	R-V204 MARRÓN INTERVAL INTERVAL BROWN	R-V172 VIOLETA DESTINO DESTINY VIOLET	R-V151 AZUL LIBERTAD FREEDOM BLUE			
R-V110 AMARILLO YOSEMITE YOSEMITE YELLOW	R-V105 MANDARINA TANGERINE	R-V137 MARRÓN HUAT HUAT BROWN	R-V07 MARRÓN CHAPAS CHAPAS BROWN	R-2001 ROJO VIVO VITEXISE RED	R-4010 MAGENTA MAGENTA	R-V09 ROJO COMPACTO COMPACT RED	R-V205 MARRÓN GUERRERO WARRIOR BROWN	R-V173 ULTRAVIOLETA ULTRAVIOLET	R-V152 AZUL EUROPA EUROPE BLUE			
R-V111 VERDE BABEL BABEL GREEN	R-V100 VARANUA LALA LALA ORANGE	R-V130 MARRÓNJECH MARRAJECH	R-V08 MARRÓN FRIOL BIAN BROWN	R-V47 ROJO CLANGESTIVO CLANGESTIVE RED	R-V100 ROJO AÇAI AÇAI RED	R-V00 ROJO BITÁCORA BITÁCORA RED	R-V200 FLANCIÓN FLANCIÓN	R-V174 VIOLETA VENUS VENUS VIOLET	R-V30 AZUL ELECTRO ELECTRIC BLUE			
R-V112 VERDE MISIÓN MISSION GREEN	R-2004 VARANUA ORANGE	R-V130 MARRÓN SEQUOIA SEQUOIA BROWN	R-V09 MARRÓN GLACÉ MARRÓN GLACÉ	R-3004 ROJO BURDEOS BURDEAUX RED	R-V167 ROJO RIOJA RIOJA RED	R-V01 ROJO PANDORA PANDORA RED	R-V04 ROSA RESPETO RESPECT PINK	R-V175 VIOLETA ELECTRA ELECTRA VIOLET	R-5005 AZUL OSOIRO DARK BLUE			
R-V113 VERDE DRAGÓN DRAGON GREEN	R-V107 VARANUA MARTE MART ORANGE	R-140 MARRÓN TOPO MOLE BROWN	R-V100 MARRÓN CAFÉ COFFEE BROWN	R-3007 ROJO CHEROKEE CHEROKEE RED	R-V168 ROJO IRA ANGER RED	R-V02 ROJO GALDI GLUDI RED	R-V201 MARRÓN SCARLET SCARLET BROWN	R-V28 VIOLETA COSMOS COSMOS VIOLET	R-V154 AZUL TORNAO TWISTER BLUE			
R-V114 VERDE MAVA MAVA GREEN	R-V108 VARANUA FÉIX PHENIX ORANGE	R-V141 MARRÓN GONDOLA GONDOLA BROWN	R-V101 MARRÓN ÉBANO EBONY BROWN	R-V77 ROJO RICHIE RIGHT RED	R-V169 ROJO TRAFELS TRAFELS	R-V03 ROJO STEIDHAL STEIDHAL RED	R-V202 MARRÓN MOSQUITO MOSQUITO BROWN	R-V27 VIOLETA VAMPIRO VAMPIRE VIOLET	R-5013 AZUL MARINO MARINE BLUE			
R-V105 AZUL ÁNGEL ANGEL BLUE	R-V100 VERDE VIRGEN VIRGIN GREEN	R-V107 VERDE VESPA VESPA GREEN	R-V108 VERDE DESTELLO SHINING GREEN	R-V109 VERDE JAMA JAMA GREEN	R-V100 GRIS STARDUST STARDUST GREY	R-3020 ROJO CLARO LIGHT RED	External resistance (8 sun hours/day): *** 3 years ** More than 1 year * Less than 1 year					
R-V150 AZUL BARCELONETA BARCELONETA BLUE	R-V142 VERDE GÉMINIS GEMINI GREEN	R-V124 VERDE FRISCO FRISCO GREEN	R-1010 AMARILLO LÍMÓN LEMON YELLOW	R-V182 VERDE ESMERALDA EMERALD GREEN	R-7047 GRIS SIBERIA SIBERIAN GREY	BLANCO WHITE						
R-V157 AZUL THALASSA THALASSA BLUE	R-2027 VERDE LUZ LUMINOUS GREEN	R-V10 VERDE PISTACHO PISTACHIO GREEN	R-V120 VERDE OREGANO OREGANO GREEN	R-V183 VERDE BERILO BERYL GREEN	R-V118 GRIS RITA RITA GREY	NEGRO BLACK	Packaging.					
R-V160 AZUL PERSEO PERSEUS BLUE	R-V144 VERDE BALI BALI GREEN	R-V125 VERDE NEÓN NEON GREEN	R-V00 VERDE KRYPTON KRYPTON GREEN	R-V170 VERDE BOISAI BOISAI GREEN	R-7040 GRIS PERLA PEARL GREY							
R-V159 AZUL ODISSEY ODISSEY BLUE	R-V145 VERDE ERASMO ERASMUS GREEN	R-V04 VERDE GUANAMOLE GUANAMOLE GREEN	R-V130 VERDE ELISABETH ELISABETH GREEN	R-V100 VERDE THAI THAI GREEN	R-V119 GRIS LONDRES LONDON GREY							
R-V160 AZUL BUREKA BUREKA BLUE	R-5010 VERDE TURQUESA TURQUOISE GREEN	R-5018 VERDE VALLE VALLEY GREEN	R-V131 VERDE COMARCA COMARCA GREEN	R-V181 VERDE EDÉN EDEN GREEN	R-V120 GRIS LORO WOLF GREY							
R-V101 AZUL JASE JASE BLUE	R-V140 AZUL GLÓRIA GLORY BLUE	R-V120 VERDE TOSCANA TOSCANA GREEN	R-V132 VERDE BORNEO BORNEO GREEN	R-V177 ELDOADO ELDORADO	R-V121 GRIS ICARUS ICARUS GREY							
R-V102 AZUL PROFUNDO DEEP BLUE	R-V147 AZUL PEGASUS PEGASUS BLUE	R-V127 VERDE ERA ERA GREEN	R-V133 VERDE DHARMA DHARMA GREEN	R-V178 TIBET TIBET	R-7016 GRIS ANTRACITA ANTHRACITE GREY							
R-V103 AZUL POSEIDÓN POSEIDON BLUE	R-V148 AZUL HERCULES HERCULES BLUE	R-6000 VERDE AMAZONAS AMAZONAS GREEN	R-V134 VERDE INFITO INFANT GREEN	R-5023 MUSTAZA MUSTARD	R-V78 GRIS METROPOLIS METROPOLIS GREY							

External resistance (8 sun hours/day):
 *** 3 years ** More than 1 year * Less than 1 year

Packaging.



Box (6 un.)
205 X 140 X 200 mm.

Caps.

Universal, Super Skinny, Pro Cap,
Pocket Cap, Transversal, Soft, Fat Pink,
Super Fat, Astro Fat, Needle,
NY Fat & Skinny Cap.



Caution.



Montana Colors,S.L. Pl. Clot del Tufau - 08295 Sant Vicenç de Castellet BARCELONA
T.: +34 938 332 787 F: +34 93 833 08 75 - montana@montanacolors.com - www.montanacolors.com

Made in Europe.

Due to technical reasons this color chart might not reproduce the real colors. © Montana Colors S.L. 2009

City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Community Development Board

FROM: Kristina L. Wright, FRA-RA, Community Development Director

DATE: October 7, 2020

SUBJECT: CDB20-05SE 2004 Forest Avenue (PIN: 177490-0000)

Background:

Application CDB20-05SE is a request for a Special Exception and preliminary development permit as outlined in Chapter 27, Article 3 Section 27-226(c)(3)a of the Unified Land Development Code of Neptune Beach for the property formerly known as 2004 Forest Avenue (PIN: 177490-0000). This property is owned by the City of Neptune Beach. The request is to construct a new Senior Center in the R-1 zoning district.

Section 27-160 Required Findings Needed to Recommend a Special Exception:

A. How the proposed is consistent with the Comprehensive Plan:

The proposed location of the Neptune Beach Senior Activity Center is at 2004 Forest Ave. The location is currently zoned R-1, which allows for a Governmental use or building by special exception. The proposed location is in the same location as the original Senior Activity Center location.

The City posits that allowing the Special Exception for the Senior Activity Center is consistent with the Comprehensive Plan, specifically through Goal A.1. The Senior Activity Center provides services to over 1,200 senior residents within Neptune Beach and surrounding communities.

Specifically, the Senior Activity Center is believed to meet the requirements of Goal A.1 through the following:

- 1.) The proposed location is within the same location as the old center that was demolished, near the existing development.*
- 2.) Will improve the future redevelopment of the area by providing for a senior activity center building that will also double as a community center, and by its very nature, a Senior Activity Center. Enhances the quality of life for residents.*
- 3.) By filling the location again with a senior center, it will minimize the threat to health, safety and welfare posed by high density, traffic congestion, commercial and industrial*

intrusion and environmental degradation by removing the lot from any potential development or redevelopment opportunities.

- 4.) *The style of the Senior Activity Center will enhance the pleasant residential character of the surrounding neighborhood and will act as a buffer between the Public Works Yard and the residential neighborhood.*
- 5.) *Allowing for the Senior Activity Center to be constructed in this area will help to clean up the lot and may spur further recreational opportunities towards the marsh.*
- 6.) *By replacing the Senior Activity Center building within the original location, it will preserve and enhance the environmental, coastal, natural historic and cultural resources of the community.*
- 7.) *N/A*
- 8.) *The new building's specifications are more energy efficient than the original, demolished building; and the new building by its nature encourages the use of renewable resources and is more energy efficient.*

B. Indicate how the proposed special exception (use) would be compatible with the general, considering the population density; the design, density scale, location and orientation of existing and permissible structures in the area; property values; and location of existing similar uses. *The city posits that the proposed special exception for a government building and community center...will enhance property values and open new opportunities for community events and potentially new recreation activities. The proposed location for the Senior Activity Center is within its original location. The new building will act as a buffer between the residential neighborhood and the Public Works "Yard," which houses the Wastewater Treatment Plant.*

C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community. *The proposed location for the Senior Activity Center is within the original, now demolished location of the first Senior Activity Center. The construction of the Senior Activity Center in its original location will not have an environmental impact inconsistent with the health, safety, and welfare of the community; and will enhance the area through improvements.*

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. *The City posits that approving this special exception wouldn't (affect) the vehicular traffic, pedestrian movement, or parking for the center, but would rather enhance it. The construction plan calls for multiple improvements to off street parking areas, improvements to the sidewalk stock within the area and offers possible future improvements to recreational activities.*

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. *The City posits that granting the special exception would enhance the area by providing a community gathering space once again within the residential neighborhood and the building itself would provide a buffer between the residential neighborhood and the City's Public Works "Yard." In the past, the Senior Activity Center also housed an election poll location and potentially could become another polling location once again.*

F. Indicate how the proposed use would not overburden existing public services and facilities. *The proposed location of the Senior Activity Center within its original location already has utilities to the site and would not perpetuate a burden on the existing public utilities.*

G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27. *The City posits that Sec. 27-226(c)3, specifically allows for a Governmental Building by Special Exception.*

Staff Recommendation

Staff recommends approval of application CDB20-05SE 2004 Forest Avenue.

Recommended Motion

I move to approve application CDB20-05SE 2004 Forest Avenue.

CDB20-05SE
Application for a special
exception & preliminary
development permit
City of Neptune Beach
2004 Forest Ave Senior
Center

CDB20-05SE Application for a special exception and preliminary development permit as outlined in Chapter 27, Article 3 Section 27-226(c)(3)a of the Unified Land Development Code of Neptune Beach for the property formerly known as 2004 Forest Avenue (Re#177490-0000). This property is owned by the City of Neptune Beach. The request is to construct a new Senior Center in the R-1 zoning district.

Ms. Wright explained the property is owned by the City of Neptune Beach and the request is to build a new Senior Center in the R-1 zoning district. The subject property is situated between Strickland Road and the Public Works Department on Forest Avenue.

Section 27-160 Required Findings Needed to Recommend a Special Exception:

a. How the proposed is consistent with the Comprehensive Plan:

The proposed location of the Neptune Beach Senior Activity Center is at 2004 Forest Ave. The location is currently zoned R-1, which allows for a Governmental use or building by special exception. The proposed location is in the same location as the original Senior Activity Center location.

The City posits that allowing the Special Exception for the Senior Activity Center is consistent with the Comprehensive Plan, specifically through Goal A.1. The Senior Activity Center provides services to over 1,200 senior residents within Neptune Beach and surrounding communities.

Specifically, the Senior Activity Center is believed to meet the requirements of Goal A.1 through the following:

- 1.) The proposed location is within the same location as the old center that was demolished, near the existing development.*
- 2.) Will improve the future redevelopment of the area by providing for a senior activity center building that will also double as a community center, and by its very nature, a Senior Activity Center. Enhances the quality of life for residents.*
- 3.) By filling the location again with a senior center, it will minimize the threat to health, safety and welfare posed by high density, traffic congestion, commercial and industrial intrusion and environmental degradation by removing the lot from any potential development or redevelopment opportunities.*
- 4.) The style of the Senior Activity Center will enhance the pleasant residential character of the surrounding neighborhood and will act as a buffer between the Public Works Yard and the residential neighborhood.*
- 5.) Allowing for the Senior Activity Center to be constructed in this area will help to clean up the lot and may spur further recreational opportunities towards the marsh.*
- 6.) By replacing the Senior Activity Center building within the original location, it will preserve and enhance the environmental, coastal, natural historic and cultural resources of the community.*
- 7.) N/A*
- 8.) The new building's specifications are more energy efficient than the original, demolished building; and the new building by its nature encourages the use of renewable resources and is more energy efficient.*

- B. Indicate how the proposed special exception (use) would be compatible with the general, considering the population density; the design, density scale, location and orientation of existing and permissible structures in the area; property values; and location of existing similar uses.** *The city posits that the proposed special exception for a government building and community center...will enhance property values and open new opportunities for community events and potentially new recreation activities. The proposed location for the Senior Activity Center is within its original location. The new*

building will act as a buffer between the residential neighborhood and the Public Works "Yard," which houses the Wastewater Treatment Plant.

- C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.** *The proposed location for the Senior Activity Center is within the original, now demolished location of the first Senior Activity Center. The construction of the Senior Activity Center in its original location will not have an environmental impact inconsistent with the health, safety, and welfare of the community; and will enhance the area through improvements.*
- 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.** *The City posits that approving this special exception wouldn't (affect) the vehicular traffic, pedestrian movement, or parking for the center, but would rather enhance it. The construction plan calls for multiple improvements to off street parking areas, improvements to the sidewalk stock within the area and offers possible future improvements to recreational activities.*
- 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.** *The City posits that granting the special exception would enhance the area by providing a community gathering space once again within the residential neighborhood and the building itself would provide a buffer between the residential neighborhood and the City's Public Works "Yard." In the past, the Senior Activity Center also housed an election poll location and potentially could become another polling location once again.*
- F. Indicate how the proposed use would not overburden existing public services and facilities.** *The proposed location of the Senior Activity Center within its original location already has utilities to the site and would not perpetuate a burden on the existing public utilities.*
- G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.** *The City posits that Sec. 27-226(c)3, specifically allows for a Governmental Building by Special Exception.*

Stefen Wynn, City Manager, spoke on behalf of the City and show the board proposal. The Senior Center will be going back to the site of the former Center that was demolished due to the condition of the building. The Center is just east of the Public Works City Yard. The new building will be set on piers and will be built up above the floodplain. The marsh is beautiful and the City would like to improve access to the marsh through the City's property with a walkway.

Leslie Lyne, Senior Center Director, addressed the board the Center is a much needed for the physical and mental health for our senior population. Since COVID they have been limited to their homes and need to socialize with others. The new building is 5000 square feet, about 200 feet bigger than the old one. This one will be off grade which will eliminate water intrusion and be energy efficient. Depending on COVID we could possibly open in mid-January 2021. There are 300 individual donors who have contributed to the purchase of the building and a grant has been secured to build the porch.

Chairperson Goodin opened the floor for public comments.

Zach Roth, 1907 Strickland Rd, as a resident that lives around the corner from the site, it is clear that something is missing from the neighborhood since the old one was torn down. Right now, it is just an empty lot looking into the City Yard. Is excited to see it come back

There being no further comments the public hearing was closed.

MOTION: **MOVE TO APPROVE APPLICATION CDB20-05SE FOR 2004 FOREST AVENUE.**

Made by Frosio, seconded by Livingston .

Roll Call:

Ayes: 6-Randolph, Schwartzenberger, Livingston, Frosio, Dill, Goodin

Noes: 0

MOTION APPROVED.

The applicants were informed their application would be forwarded to City Council for their final decision on November 2, 2020 at 6:00 pm and that they should attend that meeting.

APPLICATION FOR SPECIAL EXCEPTION

CDB20-05SE



CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 FAX: 270-2432

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

Date Filed: 9/14/2020

Name & Address of Property Owner:	Telephone:
City of Neptune Beach	904-270-2400
116 First St Neptune Beach, FL 32266	E-Mail:
Property Address (if different from mailing):	Real Estate #:
2004 Forest Ave Neptune Beach, FL 32266	177490-0000
	Lot Block:
	Subdivision:
	Castro Y Ferrer Grant
	Zoning District: R-1

Name and Address of Agent:	Telephone:
City of Neptune Beach	904-270-2400 ext. 31
C/O Stefan Wynn, City Manager	E-Mail:
116 First Street Neptune Beach, FL 32266	CM@NBFL.US

Describe Special Exception Request:
27-226(c)(3)a: Government use or building in a R-1 Zoning District

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 27160

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

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

See Attached

City of Neptune Beach



Stefen Wynn, M.P.A.
City Manager

Community Development Board
116 1st St.
Neptune Beach, FL. 32266

October 6th, 2020

RE: Application for Special Exception Responses

Community Development Board –

Please consider this memo as an attachment with responses to the application for special exception for the proposed location of the Senior Activity Center.

1. Based on the required findings needed to issue a special exception in Section 27-160, explain the following:

A. How the proposed is consistent with the Comprehensive Plan:

The proposed location of the Neptune Beach Senior Activity Center is at: 2004 Forest Ave. Neptune Beach, Fl. 32266. The location is currently zoned for R-1, which allows for a Governmental Use or building by special exception. The proposed location is in the same location as the original Senior Activity Center location.

The original structure was demolished in October of 2018 due to unsafe structural issues. Due to the structure being demolished, the City needs to apply for a special exception before the new Senior Activity Center is constructed. Detailed information on the new Senior Activity Center is included to this application as Addendum A.

The City posits that allowing the special exception for the Senior Activity Center is consistent with the Comprehensive Plan, specifically through Goal A.1. The Senior Activity Center provides services to over 1,200 senior residents within Neptune Beach and surrounding communities.

Specifically, the Senior Activity Center is believed to meet requirements of Goal A.1 through the following:

- 1.) The proposed location is within the same location as the old center that was demolished, near the existing Public Works Department, "Yard," and because of that is sensitive to and compatible with the existing development.

- 2.) Will improve the future redevelopment of the area by providing for a senior activity center building that will also double as a community center, and by its very nature, a Senior Activity Center enhances the quality of life for residents.
- 3.) By filling the location again with a senior center, it will minimize the threat to health, safety and welfare posed by high density, traffic congestion, commercial and industrial intrusion and environmental degradation by removing the lot from any potential development or redevelopment opportunities.
- 4.) The style of the Senior Activity Center will enhance the pleasant residential character of the surrounding neighborhood and will act as a buffer between the public works yard and the residential neighborhood (see attached addendum a).
- 5.) Allowing for the Senior Activity Center to be constructed in this area will help to clean up the lot and may spur further recreational opportunities towards the marsh.
- 6.) By replacing the Senior Activity Center building within the original location it will preserve and enhance the environmental, coastal, natural historic and cultural resources of the community.
- 7.) N/A
- 8.) The new building's specifications are more energy efficient than the original, demolished building; and the new building by its nature encourages the use of renewable resources and is more energy efficient.

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 permissible structures in the area; property values; and the location of existing similar uses.

The city posits that the proposed special expectation for a government building and community center by its very nature will enhance property values and open new opportunities for community events and potentially new recreational activities. The proposed location for the Senior Activity Center is within its original location and the new building will act as a buffer between the residential neighborhood and the Public Works, "Yard," which houses the Waste Water Treatment Plant.

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

The proposed location for the Senior Activity Center is within the original, now demolished location of the first Senior Activity Center. The construction of the Senior Activity Center in its original location will not have an environmental impact inconsistent with the health, safety, and welfare of the community; and will only enhance the area through improvements.

- 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.**

The City posits that approving this special exception wouldn't effect the vehicular traffic, pedestrian movement, or parking for the center, but would rather enhance it. The construction plan calls for multiple improvements to off street parking areas, improvements to the sidewalk stock within the area and offers possible future improvements to recreational activities.

- 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.**

The City posits that granting the special exception would enhance the area by providing a community gathering space once again within the residential neighborhood and the building itself would provide a buffer between the residential neighborhood and the City's Public Works, "Yard." In the past the Senior Activity Center also housed an election poll location and potentially could become another polling location once again.

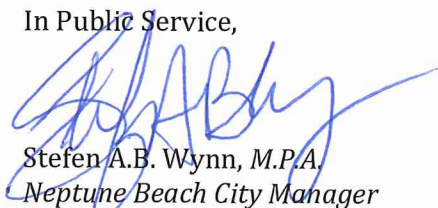
- F. Indicate how the proposed use would not overburden existing public services and facilities.**

The proposed location of the Senior Activity Center within its original location already has utilities to the site and would not perpetrate a burden on the existing public utilities.

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

The City posits that §27-226 c (3), specifically allows for a Governmental Building by special exception.

In Public Service,



Stefen A.B. Wynn, M.P.A.
Neptune Beach City Manager
116 First Street
Neptune Beach, Fl. 32266
cm@nbfl.us

Senior Activity Center

Staff Recommendation

18 May 2020

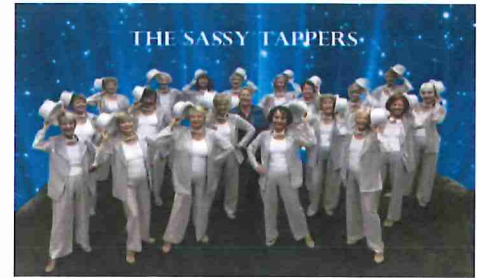


Stefen Wynn, M.P.A.
City Manager &
Leslie Lynne
Director - NBSAC



Senior Activity Center

Timeline of Events: *How We Got to Where We're Going...*



01

Timeline of Events:

*Demolition of Old SAC;
Current Location and
Proposal for Temporary
Relocation*

Timeline of Events

In order to understand the recommendation of Staff for the proposed location of the Senior Activity Center and subsequent action items, the timeline of how the Senior Activity Center came to be at the current location must first be understood. Below is a timeline of events leading to the demolition of the historic location of the SAC, it's current location, and a proposed schedule for continuing the operations of the SAC.

Aug. 2017	IAQ Assessment Conducted, Water Damage Noted
Jan. 2018	Council Workshop, SAC rehabilitation approved
Feb. 2018	Council consensus to approve \$10,000 Repairs
Mar. 5, 2018	CM Hyatt Reported to Council, Structural Engineer Needed
Mar. 19, 2018	CM Hyatt Reported to Council that SAC Operations would be relocated to: 450 Atlantic due to Water Damage
Mar. 23, 2018	Structural Engineer Report Confirmed Structural Damage due to Repetitive Moisture Intrusion
Apr. 2018	SAC Moved into Current Location at: 450 Atlantic with \$1/Month Lease Agreement Thanks to the Generous Donation from Mr. Dickinson
May, 2018	Finance Committee Discussed Demolition or Repair
June, 2018	Staff Recommended Demolition of SAC to Finance Committee
Aug. 15, 2018	Staff Reports SAC is ready for Demolition
Aug. 20, 2018	CM Hyatt Informs Council of Direction to Demolish SAC
Oct. 2018	CM Hyatt Reported to Finance Committee that Demolition will Begin on October 29 th , 2018
Oct. 2018	Demolition Completed at SAC
Apr. 2019	Mr. Dickinson Graciously Extended the Lease Agreement for an Additional Year at \$1/Month
Feb. 2020	Lease Agreement Revisited and Would Require \$3,000/Month and Negotiations Began
Mar. 2020	COVID-19 Pandemic Shuts Programming Operations of SAC
May 2020	Due to COVID-19 Restrictions and No Programming at SAC Staff Decided to End the Lease Agreement and Find an Alternative Temporary Location, SAC will Move from 450 Atlantic on May 22 nd , 2020.



Senior Activity Center

Timeline of Events: *How We Got to Where We're Going... Cont.*

02

Proposed Relocation Schedule:
Moving, Storage, Temporary Location, and Construction of New SAC in Original Location

Proposed Relocation Schedule:

With the onset of COVID-19 in our community and restrictions in place to protect our vulnerable residents, the SAC has suspended programming since March and has had its doors closed to visitors. With no ability to offer programming to residents, and \$3,000/month rent being due when programming restarts, Staff recommends that the SAC move from its current location at: 450 Atlantic Blvd. to a temporary location at: *The Neptune House* in Jarboe Park.

May 22, 2020	Staff Removes Personal Property from the Current Location at: 450 Atlantic Blvd.
Jun. 1, 2020	Personal Property Necessary for Limited Programming, Once Restrictions are Lifted for Vulnerable Populations, Moved to Proposed Temporary Location at: <i>The Neptune House</i>
Jun. 2020	PW Department to Install a 4' Wide Temporary Concrete Sidewalk from Existing Parking Area to Front Door of <i>The Neptune House</i>
Jun. 10, 2020	Staff Asks Finance Committee to Review Request for Funding Modular Buildings at Original SAC Location
Jun. 15, 2020	CM Wynn Will Ask Mayor & Council for Special Meeting Before the Workshop to Authorize Purchase of Modular Building in Original SAC Location
Jul. 2020	Staff Anticipates Restrictions Lifted for Vulnerable Residents and SAC Can Operate with Limited Programming at: <i>The Neptune House</i>
Jul. 2020	CM Wynn Will Authorize a State Bid Purchase Authorization for New SAC Building
Aug. 2020	Apply for Permitting with SJRWMD & FDEP
Jan. 2021	Staff Anticipates New SAC Building in Original Location will be Operational

Limited Programming

To Be Offered at the
Temporary Location at:
The Neptune House

03

Limited Program Offerings:

Dependent on Restrictions Lifted in July



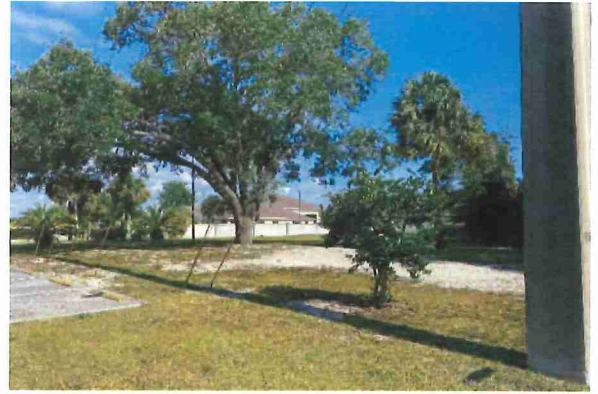
Limited Programming Offerings:

Monday	9AM-11:30AM	Handwork with Friends
	9AM-12:30PM	Open Play Cards/Canasta (<i>Bring Your Friends</i>)
	1:15PM-2PM	Balance & Strength with <i>Art Jones</i>
	2:30PM-3:15PM	Line Dancing with <i>Shirley</i>
	6PM-6:45PM	Aerobics with <i>Beverly</i>
	7PM-8:30PM	Gentle Yoga with <i>Julie</i>
Tuesday	9AM-9:45AM	Chair Yoga
	10AM-11AM	Qigong Tai Chi with <i>Rhonda</i>
	11AM-NOON	Fitness for Seniors with <i>Rhonda</i>
	12:30PM-1:15PM	Silver Sneakers with <i>Rhonda</i>
	2PM-3PM	Tai Chi for Health & Wellness with <i>Deidre</i>
	3:15PM-5PM	Painting with <i>Linda</i>
Wednesday	9:30AM-10:30AM	Gentle Yoga with <i>Mary Beth</i>
	10:45AM-1PM	Open Play Cards/Canasta & Mah Jong
	Noon	Birthday Party - 1 st Wednesday of Month
	1:15PM-2PM	Balance & Strength with <i>Art Jones</i>
	2:30PM-3:15PM	Line Dancing with <i>Shirley</i>
	3:30PM-5:30PM	Pillow Pals
	6:30PM - 7:15PM	Aerobics with <i>Beverly</i>
Thursday	8:30AM-9:45AM	Tops - <i>Taking off Pounds Sensibly</i>
	10AM-11AM	Qigong Tai Chi with <i>Rhonda</i>
	11AM-Noon	Fitness for Seniors with <i>Rhonda</i>
	12:30PM-1:15PM	Silver Sneakers with <i>Rhonda</i>
	2PM-3PM	Tai Chi for Health & Wellness with <i>Deidra</i>
	3:30PM-5:30PM	Movies
	6PM-8PM	Crocheting with <i>Dia</i>
	6PM - 9PM	Coastal Quilters (1 st Thursday of the Month)
Friday	9AM-2PM	Quilting; Sit & Sew; Embroidery Group
	Noon-4PM	Open Play Cards
Saturday	8:30AM-3PM	Quilting



SAC Permanency Proposal:

Where, What, and When?



04

Recommendation:

Where the SAC Could Go

Recommendation: *Where the SAC Could Go*

Staff Recommends that the Senior Activity Center should be constructed in its original location at the intersection of *Strickland Road and Forest Avenue*. Staff arrived at this recommendation based on the pre-existing location of utilities, the available square footage of the space, the ease of access from multiple directions, and the proximity of existing City Buildings.

Staff considered acquiring property in a few locations around the City as well as leasing available commercial space. However, property acquisitions would require a premium price for any property and the lease price of available commercial space wasn't economically feasible for the continued operations of the SAC.

The final recommendation of staff is to move the Senior Activity Center Building back to its original location at *2004 Forest Avenue*.

05

Recommendation:

Modular Building for the SAC

Recommendation: *Modular Building*

Staff considered constructing a new building to house the Senior Activity Center, as well as exploring alternative funding sources for construction. All avenues explored, except for purchasing or '*leasing to own*' modular buildings, had insurmountable obstacles preventing a Senior Activity Center from being built.

Staff recommends that *tasteful* modular building be placed and secured permanently at 2004 Forest Avenue. The proposed modular buildings are of a 5,000sq. ft. footprint that considers additional uses beyond a Senior Activity Center and covers the existing needs of the SAC as well as allows for additional programming in the future. **An example of the type of Modular Building is on the next page of this document.**

Staff have explored innovative ways of funding the project and plan to discuss in further detail about it during the June 10th, 2020 Finance & Budgeting Committee.

The final recommendation of staff is to purchase and place modular buildings at 2004 Forest Avenue to construct the new Senior Activity Center.



Proposed Modular Senior Activity Center:



Photo: Carolina Skiff Model from Vanguard Modulares

06

Recommendation:

When will the Move Happen?

Recommendation: When?

Staff plan on being completely out of the 450 Atlantic location by May 22nd, 2020. The Neptune House has largely sat empty and has only been rented (11) times since May 4th, 2019 but had been opened and available since October 2018. Because of the lack of rentals, and the unavailability of affordable commercial rent, **staff recommends that the Senior Activity Center be located at the Neptune House while a permanent building is being constructed at 2004 Forest Avenue.**

If programming is allowed to begin in July (dependent upon the Governor's Office of the State of Florida), staff recommends that the Neptune House be made available for limited programming as soon as restrictions are lifted and it's deemed safe for vulnerable residents to gather.

To prepare the temporary location at *The Neptune House*, staff recommends that a 4' wide temporary concrete sidewalk be poured from the existing parking lot to the front (west-facing) door of the building.

Once cleared through the Budget and Finance Committee and the City Council, Staff will begin the process of acquiring the permanent modular building, and anticipates an opening date in January 2021.

The final recommendation of staff is to temporarily locate the SAC at the Neptune House in Jarboe Park, and once approved, will begin working on acquiring permanent modular buildings to be located at 2004 Forest Avenue.



City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Community Development Board

FROM: Kristina L. Wright, FRA-RA, Community Development Director

DATE: October 7, 2020

SUBJECT: Ordinance 2020-11 Microblading and Permanent Cosmetic Artistry

Background

Ordinance 2020-11 Microblading and Permanent Cosmetic Artistry is a request to amend Chapter 27, Unified Land Development Regulations; Article IV, Land Use; Sections 27-226(i)(2)(f) and 27-226(i)(2)(e)-Allowable uses within zoning districts (add Microblading, Permanent Cosmetics, Micropigmentation and similar care services to be considered as tattoo artistry as regulated by FL 381.00771-381.00791 and Chapter 64E-28 of the Florida Administrative Code yet restricting tattoo artistry that is not specific to permanent cosmetics, where microblading is incorporated as a supplemental yet permitted use in the zoning district in which person services including beauty salons are a permitted use in C-2 and C-3 zoning districts) and Section 27-15-Definitions adding definition of microblading and permanent cosmetics.

Summary:

There is demand within the community to provide microblading and permanent cosmetic artistry at beauty salons and personal service establishments to best serve anyone who's quality of life would be enhanced by microblading and permanent cosmetic artistry. Currently, the LDC prohibits tattoo establishments, and the Florida Department of Health requires Microblading and permanent cosmetic artistry is considered a form of tattooing within the State of Florida. The practice of tattooing in Florida requires licensure as a tattoo artist and microblading must occur within a licensed tattoo establishment. As such, a text amendment to the LDC to allow a specific form or tattoo artistry that only includes microblading and permanent cosmetic artistry via Ordinance 2020-11 is necessary to provide the specific path forward to allow microblading within beauty establishments while continuing to prohibit establishment devoted to tattoos that are not restricted to microblading and permanent cosmetic artistry. As a result, the definitions have been amended to clarify this distinction within Appendix "B" and the allowable uses were updated within the Commerical-2 (C-2) and Commercial-3 (C-3) zoning districts as indicated within Appendix "A."

Staff Recommendation

Staff recommends approval of Ordinance 2020-11 Microblading and Cosmetic Artistry to allow a specific form of tattoo artistry that only includes microblading and permanent cosmetic artistry within the C-2 and C-3 Zoning Districts.

Recommended Motion

I move to approve Ordinance 2020-11 Microblading and Cosmetic Artistry to allow a specific form of tattoo artistry that only includes microblading and permanent cosmetic artistry within the C-2 and C-3 Zoning Districts.

Proposed Ordinance
2020-11 Allowable Uses &
Definitions for Microblading,
Permanent Cosmetics,
Micropigmentation and Similar
Care Services as tattoo
artistry

Proposed ordinance amending Chapter 27, Unified Land Development Regulations; Article IV, Land Use; Sections 27-226(i)(2)(f) and 27-226(j)(2)(e)-Allowable uses within zoning districts (add Microblading, Permanent Cosmetics, Micropigmentation and similar care services to be considered as tattoo artistry as regulated by FL 381.00771-381.00791 and Chapter 64E-28 of the Florida Administrative Code yet restricting tattoo artistry that is not specific to permanent cosmetics, where microblading is incorporated as a supplemental yet permitted use in the zoning district in which personal services including beauty salons are a permitted use in C-2 and C-3 zoning districts) and Section 27-15-Definitions adding definition of microblading and permanent cosmetics.

Kristina Wright, Community Development Director, explained that Ordinance 2020-11 Microblading and Permanent Cosmetic Artistry is a request to amend Chapter 27, Unified Land Development Regulations; Article IV, Land Use; Sections 27-226(i)(2)(f) and 27-226(j)(2)(e)-Allowable uses within zoning districts (add Microblading, Permanent Cosmetics, Micropigmentation and similar care services to be considered as tattoo artistry as regulated by FL 381.00771-381.00791 and Chapter 64E-28 of the Florida Administrative Code yet restricting tattoo artistry that is not specific to permanent cosmetics, where microblading is incorporated as a supplemental yet permitted use in the zoning district in which person services including beauty salons are a permitted use in C-2 and C-3 zoning districts) and Section 27-15-Definitions adding definition of microblading and permanent cosmetics.

There is demand within the community to provide microblading and permanent cosmetic artistry at beauty salons and personal service establishments to best serve anyone who's quality of life would be enhanced by microblading and permanent cosmetic artistry. Currently, the LDC prohibits tattoo establishments, and the Florida Department of Health requires Microblading and permanent cosmetic artistry is considered a form of tattooing within the State of Florida. The practice of tattooing in Florida requires licensure as a tattoo artist and microblading must occur within a licensed tattoo establishment. As such, a text amendment to the LDC to allow a specific form or tattoo artistry that only includes microblading and permanent cosmetic artistry via Ordinance 2020-11 is necessary to provide the specific path forward to allow microblading within beauty establishments while continuing to prohibit establishment devoted to tattoos that are not restricted to microblading and permanent cosmetic artistry. As a result, the definitions have been amended to clarify this distinction within Appendix "B" and the allowable uses were updated within the Commercial-2 (C-2) and Commercial-3 (C-3) zoning districts as indicated within Appendix "A."

Chairperson Goodin opened the floor for public comments.

Cheryl Diss, 12651 Enchanted Hollow Drive Jacksonville, spoke about the need to microblading for cancer patients. She is the owner of All About You Cosmetics and does microblading for cancer patients. It helps to rebuild their confidence. They can feel good about themselves.

Elizabeth Smith, 1225 Atlantic Blvd Neptune Beach, franchise owner for My Salon Suites stated that My Salon Suites has 35 individual suites and is the largest in Florida. We have added a small area which has been designated as a quiet zone. There are a lot of women out there know have gone through chemotherapy and everything changes. Your skin changes and hair change

and falls out sometimes not to return or it comes back gray and wiry. We appreciate your consideration.

There being no further comments, the floor was closed.

Made by Randolph, seconded by Dill .

**MOTION: TO RECOMMEND APPROVAL TO CITY COUNCIL
FOR PROPOSED ORDINANCE 2020-11 FOR
ALLOWABLE USES & DEFINITIONS FOR
MICROBLADING, PERMANENT COSMETICS,
MICROPIGMENTATION AND SIMILAR CARE
SERVICES AS TATTOO ARTISTRY AS SUBMITTED.**

Roll Call Vote:

Ayes: 6-Randolph, Schwarzenberger , Livingston, Frosio, Dill,
Goodin

Noes: 0

MOTION APPROVED.

The applicants were informed this would be forwarded to City Council and that two reads would be required. The next Council meeting would be on November 2, 2020 at 6:00 pm and that they are welcome to attend that meeting.

INTRODUCED BY:

VICE MAYOR JONES



ORDINANCE NO. 2020-11

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 27, UNIFIED LAND DEVELOPMENT CODE; ARTICLE IV, LAND USE; AMENDING SECTION 27-226, ALLOWABLE USES WITHIN ZONING DISTRICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 27-226, within the Unified Land Development Code, indicates general specifics allowable uses within zoning districts; and

WHEREAS, services such as microblading, permanent cosmetics, micropigmentation, and similar care services provide options for individuals who may suffer hair loss or other medical conditions; and

WHEREAS, the City Council of the City of Neptune Beach has determined that such practices may be inadvertently prohibited by the terms of the Code of Neptune Beach; and

WHEREAS, the City Council desires to clarify such matters to permit such practices; and

WHEREAS, said proposed ordinance amendment establishes microblading, permanent cosmetics, micropigmentation, and similar care services to be considered as tattoo artistry as regulated by F.S. 381.00771-381.00791 and Chapter 64E-28 of the Florida Administrative Code, yet restricting tattoo artistry that is not specific to permanent cosmetics, where microblading is incorporated as a supplemental, yet permitted use in zoning district in which personal services, including beauty salons, are a permitted use (C-2 and C-3 Zoning Districts); and

WHEREAS, Section 27-226(i)(2)(f) establishes microblading and permanent cosmetics as a permitted use within the Commercial-2 (C-2) zoning district; and

WHEREAS, Section 27-226(j)(2)(e) establishes microblading and permanent cosmetics as a permitted use within the Commercial-3 (C-3) zoning district; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City, that it advances a significant and important governmental interest, and that it furthers the City's performance of municipal functions and rendering of municipal services.

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

Section 1. Sections 27-226(i)(2)(f) and 27-226(j)(2)(e) Permitted Uses shall be amended per Appendix A: Section 27-226(i)(2)(f) and 27-226(j)(2)e Permitted Uses within the Commercial-2 (C-2) and Commercial-3 (C-3) Zoning Districts, respectively.

Section 2. Section 27-15 Definitions shall be amended per Appendix B: Section 27-15 Definition of “Microblading and Permanent Cosmetics.”

The Ordinance shall become effective on or after passage by the City Council.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this ____ day of ____, 2020.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this ____ day of ____, 2020.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney

Appendix A
(Ord. No. 2020-11)

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

- (a) All uses shall conform to the standards for each zoning district as provided below. However, because the list of permissible uses is not exclusive, those uses not listed, and which may not be interpreted by the city manager or designee to be similar to any other listed use, shall be prohibited.
- (b) *Conservation (CON)*:
 - (1) *Intent*. The CON zoning district is intended to provide for protection for environmentally sensitive lands.
 - (2) *Permitted uses*. The uses permitted within the CON zoning district shall be:
 - a. Single-family residence by special exception;
 - b. Docks;
 - c. Retaining walls.
- (c) *Residential-1 (R-1)*:
 - (1) *Intent*. The R-1 zoning districts are intended to provide for single-family residences. This district corresponds to the residential low-density designation on the adopted future land use map.
 - (2) *Permitted uses*. The uses permitted within the R-1 zoning district shall be:
 - a. Single-family residence;
 - b. Public park/recreation area;
 - c. Family day care home, as defined by F.S. §§ 402.26—402.319;
 - d. Accessory structures and uses as defined by article V.
 - (3) *Uses by special exception*. The uses permitted by special exception within the R-1 zoning district shall be:
 - a. Government uses, buildings and utilities;
 - b. Elementary, junior and high schools;
 - c. Worship facility and child care associated with facility.
- (d) *Residential-2 (R-2)*:
 - (1) *Intent*. The R-2 zoning districts are intended to provide for single-family residences. This district corresponds to the residential low-density designation on the adopted future land use map.
 - (2) *Permitted uses*. The use permitted within the R-2 zoning district shall be:
 - a. Single-family residence;
 - b. Public park/recreation area;
 - c. Family day care home, as defined by F.S. §§ 402.26—402.319;
 - d. Accessory structures and uses as defined by article V.

Appendix A
(Ord. No. 2020-11)

- (3) *Uses by special exception.* The uses permitted by special exception within the R-2 zoning district shall be:
- a. Government uses, buildings and utilities;
 - b. Elementary, junior and high schools;
 - c. Worship facility and child care associated with facility.
- (e) *Residential-3 (R-3):*
- (1) *Intent.* The R-3 zoning districts are intended to provide for single-family residences. This district corresponds to the residential low-density designation on the adopted future land use map.
- (2) *Permitted uses.* The use permitted within the R-3 zoning district shall be:
- a. Single-family residence;
 - b. Public park/recreation area;
 - c. Family day care home, as defined by F.S. §§ 402.26—402.319;
 - d. Accessory structures and uses as defined by article V.
- (3) *Uses by special exception.* The uses permitted by special exception within the R-3 zoning district shall be:
- a. Government uses, buildings and utilities;
 - b. Elementary, junior and high schools;
 - c. Worship facility and child care associated with facility.
- (f) *Residential-4 (R-4):*
- (1) *Intent.* The R-4 zoning districts are intended to provide for single-family and two-family residences with densities not to exceed ten (10) dwelling units per acre. This district corresponds to the residential medium-density designation on the adopted future land use map.
- (2) *Permitted uses.* The uses permitted within the R-4 zoning district shall be:
- a. Single-family residence;
 - b. Two-family residence (minimum lot size eight thousand seven hundred twelve (8,712) square feet);
 - c. Public park/recreation area;
 - d. Family day care home, as defined by F.S. §§ 402.26—402.319;
 - e. Accessory structures and uses as defined by article V.
- (3) *Uses by special exception.* The uses permitted by special exception within the R-4 zoning district shall be:
- a. Government uses, buildings and utilities;
 - b. Elementary, junior and high schools;

Appendix A
(Ord. No. 2020-11)

- c. Worship facility and child care associated with facility.

(g) *Residential-5 (R-5):*

- (1) *Intent.* The R-5 zoning districts are intended to provide for single-family residences, two-family residences and multifamily residences with densities not to exceed seventeen (17) dwelling units per acre. This district corresponds to the residential high density on the adopted future land use map.
- (2) *Permitted uses.* The uses permitted within the R-5 zoning district shall be:
 - a. Single-family residence;
 - b. Two-family residence;
 - c. Multifamily residence;
 - d. Public park/recreation area;
 - e. Family day care home, as defined by F.S. §§ 402.26—402.319;
 - f. Accessory structures and uses as defined by article V.
- (3) *Uses by special exception.* The uses permitted by special exception within the R-5 zoning district shall be:
 - a. Government uses, buildings and utilities;
 - b. Elementary, junior and high schools;
 - c. Worship facility and child care associated with facility;
 - d. Adult day care;
 - e. Child day care;
 - f. Nursing home;
 - g. Adult congregate living facility.

(h) *Commercial-1 (C-1):*

- (1) *Intent.* The C-1 zoning districts are intended to provide for office and professional services. This district corresponds to the commercial low designation on the adopted future land use map.
- (2) *Permitted uses.* The uses permitted within the C-1 zoning district shall be:
 - a. Business and professional offices including, architects, accountants, doctors, dentists, miscellaneous health offices and clinics, veterinary clinic, and legal services;
 - b. Financial institution, insurance and real estate offices;
 - c. Travel agencies;
 - d. Photographic studios;
 - e. Public park/recreation area;
 - f. Accessory structures and uses as defined by article V.

Appendix A
(Ord. No. 2020-11)

(3) *Uses by special exception.* The uses permitted by special exception within the C-1 zoning district shall be:

- a. Day spa;
- b. Parking lot (not associated with any business);
- c. Government uses, buildings and utilities;
- d. Elementary, junior and high schools;
- e. Dance, art, dramatic, gymnastics and music studio;
- f. Worship facility and child care associated with facility;
- g. Social, fraternal club, lodge and union hall;
- h. Library, museum and art gallery.

(i) Commercial-2 (C-2):

(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:

- a. Interior service restaurant, carry-out and delivery restaurant;
- 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;
- c. Financial institution, insurance and real estate offices;
- d. Travel agencies;
- e. Retail sales, shopping center, wholesale sales (no on-site storage of stock), furniture and appliance sales, package liquor store and pharmacy;
- f. Personal service establishments as follows: Laundry, cleaning and garment services; photographic studios; beauty and barber shops, day spa, nail and waxing salon; shoe repair and miscellaneous personal services including microblading and permanent cosmetics as a specific form of allowable tattoo artistry (not including tattoo establishments); cleaning and janitorial services (no outdoor storage of vehicles, materials, equipment or supplies);
- g. Dance, art, dramatic, gymnastics and music studio;
- h. Library, museum and art gallery;
- i. Public park/recreation area;
- j. Recreation, amusement and entertainment (including, bowling alley, skating rink, billiard and pool hall, arcade, miniature golf, indoor athletic and exercise facilities, tennis, handball or racquetball facility);
- k. Radio and television broadcasting studio;

Appendix A
(Ord. No. 2020-11)

- l. Accessory structures and uses as defined by article V;
 - m. Nursing home;
 - n. Adult congregate living facilities;
 - o. Funeral establishment;
 - p. Medical marijuana treatment center.
- (3) *Uses by special exception.* The uses permitted by special exception within the C-2 zoning district shall be:
- a. Planned unit development (PUD);
 - b. Outdoor seating/dining for restaurant, fast-food restaurant, drive-thru service window for a restaurant;
 - c. Retail sales with drive-thru service window;
 - d. Motor vehicle service;
 - e. Parking lot (not associated with any business);
 - f. Moving business (no mini-warehouses);
 - g. Government uses, buildings and utilities;
 - h. Recycling collection center;
 - i. Elementary, junior and high school, trade business or vocational school, college, community college or university;
 - j. Worship facility and child care associated with facility;
 - k. Social, fraternal club, lodge and union hall;
 - l. Recreation, amusement and entertainment (including, theater, night club, private club and bar/tavern);
 - m. Light manufacturing;
 - n. Day care facilities.

(j) Commercial-3 (C-3):

- (1) *Intent.* The C-3 zoning districts are intended to provide for retail sales and service that serve the overall community. This district corresponds to the commercial high designation on the adopted future land use map.
- (2) *Permitted uses.* The uses permitted within the C-3 zoning district shall be:
- a. Hospital;
 - b. Hotel/motel;
 - c. Interior service restaurant, carry-out and delivery restaurant;
 - d. Business and professional offices as follows: Building contractors and subcontractors (no outdoor storage of vehicles, materials, equipment or

Appendix A
(Ord. No. 2020-11)

supplies), architects, accountants, doctors, dentists, miscellaneous health offices and clinics, veterinary clinic, and legal services;

- e. Personal service establishments as follows: Laundry, cleaning and garment services; photographic studios; beauty and barber shops, day spa, nail and waxing salon; shoe repair and miscellaneous personal services including microblading and permanent cosmetics as a specific form of allowable tattoo artistry (not including tattoo establishments); cleaning and janitorial services (no outdoor storage of vehicles, materials, equipment or supplies);
 - f. Retail sales, shopping center wholesale sales (no on-site storage of stock), furniture and appliance sales, package liquor store, pharmacy;
 - g. Parking lot (not associated with any business);
 - h. Trade business or vocational school, college, community college or university;
 - i. Dance, art, dramatic, gymnastics and music studio;
 - j. Library, museum and art gallery;
 - k. Public park/recreation area;
 - l. Recreation, amusement and entertainment (including, bowling alley, skating rink, billiard and pool hall, arcade, miniature golf, indoor athletic and exercise facilities, tennis, handball or racquetball facility, theater, night club, private club and bar/tavern);
 - m. Radio and television broadcasting studio;
 - n. Accessory structures and uses as defined by article V;
 - o. Nursing home;
 - p. Adult congregate living facility;
 - q. Funeral establishment;
 - r. Medical marijuana treatment center.
- (3) *Uses by special exception.* The uses permitted by special exception within the C-3 zoning district shall be:
- a. Planned unit development (PUD);
 - b. Outdoor seating/dining for restaurant, fast-food restaurant, drive-thru service window for a restaurant;
 - c. Wholesale sales (on-site storage of stock);
 - d. Adult entertainment and service;
 - e. Retail sales with drive-thru service window;
 - f. Bus or other transportation terminal;
 - g. Motor vehicle services;

Appendix A
(Ord. No. 2020-11)

- h. Moving business (no mini-warehouses);
- i. Government uses, buildings and utilities;
- j. Recycling collection center;
- k. Worship facility and child care associated with facility;
- l. Social, fraternal club, lodge and union hall;
- m. Light manufacturing;
- n. Day care facilities.

(k) *Central business district (CBD):*

- (1) *Intent.* The CBD zoning district is intended to allow a mix of commercial uses and compatible residential uses that will encourage an urban intensive, pedestrian oriented, neighborhood ambiance. The CBD is further established to encourage the continuation of the present unique Central Business District of Neptune Beach, as well as, the continuation of its present aesthetically pleasing environment, to provide areas for the concentration of compatible land uses, to provide sufficient space for appropriate commercial, miscellaneous service activities and residences which will strengthen the city's economic base, and to prevent the intrusion of objectionable land uses.
- (2) *Permitted uses.* The uses permitted within the CBD zoning district shall be:
 - a. Hotel/motel;
 - b. Bed and breakfast;
 - c. Interior service restaurant;
 - d. Professional offices (including, architects, accountants, doctors, dentists, home health care services, legal services, realtors, veterinary clinic);
 - e. Retail sales, wholesale sales (including on-site storage of stock), package liquor store, and pharmacy;
 - f. Dry cleaner;
 - g. Government uses, buildings and utilities;
 - h. Dance, art, dramatic, gymnastics and music studio;
 - i. Library, museum and art gallery;
 - j. Public park/recreation area;
 - k. Recreation, amusement and entertainment (including, billiard and pool hall, arcade, miniature golf, theater, night club, private club and bar/tavern);
 - l. Accessory structures and uses as defined by article V.
- (3) *Uses by special exception.* The uses permitted by special exception within the CBD zoning district shall be:
 - a. Single-family, two-family and multifamily residences;

Appendix A
(Ord. No. 2020-11)

- b. Child day care;
- c. Outdoor seating/dining for restaurant, fast-food restaurant, drive-thru service window for a restaurant;
- d. Day spa;
- e. Retail furniture and/or applicant;
- f. Retail sales with drive-thru service window;
- g. Parking lot (not associated with any business);
- h. College, community college or university;
- i. Worship facility and child care associated with facility;
- j. Social, fraternal club, lodge and union hall;
- k. Indoor athletic and exercise facility.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2004-18, 12-6-2004; Ord. No. 2011-13, § 1, 9-12-11; Ord. No. 2016-07 , § 3, 7-6-16; Ord. No. 2017-32 , § 3, 1-8-18; Ord. No. 2018-04 , § 1, 6-4-18)

Appendix B
(Ord. No. 2020-11)

Section 27-15. Definitions.

....

Medical/dental clinic means any establishment where patients, who are not lodged overnight, are admitted for examination and treatment by a person or persons affiliated with a group practicing various specialties of the healing arts, whether the persons are medical doctors, chiropractors, osteopaths, chiropractists, naturopaths, optometrists, dentists, or any such profession, the practice of which is regulated by the state.

Medical marijuana treatment center means an establishment as defined and further set forth in F.S. § 381.986(8), that operates for the purpose of dispensing medical marijuana, as defined and further set forth in F.S. § 381.986.

Microblading and Permanent Cosmetics means the practice of placing ink or other pigment into the skin or mucosa by the aid of needles or any other instrument used to puncture a person's skin for the purpose of permanent cosmetic restoration or enhancement of the epidermis for re-pigmentation. This category of services does not include other forms of body art such as body piercing or the adornment of the body with letters, images, drawings, or other illustrations. The use is also commonly known as dermal implantation, microstroking, eyebrow embroidery, and long-term/long lasting makeup.

Mini-warehouse means any personal storage building which is subdivided by permanent partitions into spaces with an exterior independent entrance under the exclusive control of the tenant thereof.

Minor arterial (section 27-475) means a roadway that connects and supports the principal arterial road system. Although its main function is still traffic movement, it performs this function at a lower level and places more emphasis on property access than does the principal arterial.

Minor deviation means a deviation from a final development plan that is necessary in light of technical or engineering considerations first discovered during actual development and not reasonably anticipated during the initial approval process, including the following:

- (1) Alteration of the location of any road, walkway, landscaping or structure by not more than five (5) feet.
- (2) Reduction of the total amount of open space by not more than five (5) percent, or reduction of the yard area or open space associated with any single structure by not more than five (5) percent; provided that such reduction does not permit the required yard area or open space to be less than that required by this Code.

Minor replat means the subdivision of a single lot or parcel of land into two (2) lots or parcels, or the subdivision of a parcel into two (2) or more lots solely for the purpose of increasing the area of two (2) or more adjacent lots or parcels of land, where there are no roadway, drainage or other required improvements, and where the resultant lots comply with the standards of this Code.

Modular home means a dwelling unit constructed in accordance with applicable building codes and that is substantially constructed in a manufacturing plant and transported to the building site for assembly on a permanent foundation.

Motor vehicle service means a building or lot where battery, tires and other repair services except body work or painting are rendered.

Moving and storage facility means any establishment that stores material not owned by the operator of the establishment to include mini-warehouses.

Multifamily means any building containing three (3) or more dwelling units.

Multiple occupancy complex means any commercial use consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one (1) occupant.

.....

City of Neptune Beach



Stefen Wynn, M.P.A.
City Manager

MEMORANDUM

Mayor & City Council

September 30th, 2020

RE: Similar Cities in Florida w/ Ordinances Limiting Millage Rate Increases

Mayor & Council –

As suggested by Council, please find below information related to Ordinances that relevant communities have regarding a limit on how high a millage rate can be raised. The ordinance discussed during the 9/21/2020 Council Workshop seeks to require a supermajority vote of the council (4/5) for any increase over ½ mil.

Communities reviewed have the following criteria:

- Between 8,000 – 6,000 in population size (Exceptions being other Duval Communities); and
- An emphasis placed on Coastal Communities
- Since Duval County is the only county in Florida with a consolidated government, there isn't a community exactly like Neptune Beach (excepting Jacksonville Beach and Atlantic Beach)

There exists a Florida Statute that sets requirements on approving a millage rate increase higher than the previous years' adopted rate:

F.S. § 200.065 (5) – (a) *The maximum millage rate that a county, municipality, special district dependent to a county or municipality, municipal service taxing unit, or independent special district may levy is a rolled-back rate based on the amount of taxes which would have been levied in the prior year if the maximum millage rate had been applied, adjusted for change in per capita Florida personal income, unless a higher rate was adopted, in which case the maximum is the adopted rate. The maximum millage rate applicable to a county authorized to levy a county public hospital surtax under s. 212.055 and which did so in fiscal year 2007 shall exclude the revenues required to be contributed to the county public general hospital in the current fiscal year for the purposes of making the maximum millage rate calculation, but shall be added back to the maximum millage rate allowed after the roll back has been applied, the total of which shall be considered the maximum millage rate for such a county for purposes of this subsection. The revenue required to be contributed to the county public general hospital for the upcoming fiscal year shall be calculated as 11.873 percent times the millage rate levied for countywide purposes in fiscal year 2007 times 95 percent of the preliminary tax roll for the upcoming fiscal year. A higher rate may be adopted only under the following conditions:*

1. *A rate of not more than 110 percent of the rolled-back rate based on the previous year's maximum millage rate, adjusted for change in per capita Florida personal income, may be adopted if approved by a*

two-thirds vote of the membership of the governing body of the county, municipality, or independent district; or

2. A rate in excess of 110 percent may be adopted if approved by a unanimous vote of the membership of the governing body of the county, municipality, or independent district or by a three-fourths vote of the membership of the governing body if the governing body has nine or more members, or if the rate is approved by a referendum.

City Attorney's Analysis:

... The big distinction [between the two] is that the statute is tied to a percentage of the millage and the proposed ordinance is tied to a flat figure of .5 mil. Right now, the State Statute would control before [the proposed ordinance's provisions] would come into play. In the event a proposed millage rate increases above 110% of the previous years' millage rate, the Statute would require a unanimous vote of the Council. The Statute does not appear to preclude municipalities from placing stricter voting requirements for increases, but given the lack of precedent its impossible to be certain how a court would rule.

Relevant Local Communities:

- **Saint Augustine Beach** pop. 7,004 – Millage Rate increases are guided by Florida Statutes.
- **Jacksonville Beach** – Millage Rate increases are guided by Florida Statutes.
- **Atlantic Beach** – Millage Rate increases are guided by Florida Statutes.
- **Fort Myers Beach** pop. 7,094 – Millage Rate increases are guided by Florida Statutes (also have 65+ add'l homestead exemption)
- **Sanibel** pop. 7,401 – Millage Rate increases are guided by Florida Statutes.
- **Lauderdale-By-The-Sea** pop. 6,664 – 65+ add'l homestead exemption; payment in lieu of parking; § 18-64 – Annual Budget clarifies how the City determines millage rate, but ultimately, the budget and millage shall b adopted pursuant to Florida Statutes.
- **Islamorada, Village of the Islands** pop. 6,317 – Millage Rate increases are guided by Florida Statutes.
- **Tequesta** pop. 6,138 – Millage Rate increases are guided by Florida Statutes.

City Manager's Discussion:

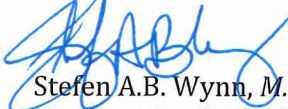
It is my opinion that the proposed ordinance has merit. The reviewed communities may not have specific language limiting the amount a millage rate can be increased, but that shouldn't preclude this ordinance from consideration.

Determining an appropriate maximum mil increase will take further research and may be difficult to predict based on many variables. A better option is to allow for a mechanism within the ordinance that allows for an amendment procedure should a millage rate increase limit be too low.

Rather than require a supermajority to amend the ordinance, language could be added that allows for a simple majority of council members to amend the ordinance, but only after allowing the ordinance to run through two regularly scheduled council meetings.

Through this process, it would allow for a simple majority to eventually make a change to the ordinance allowing for a millage rate increase above the previously set maximum. I believe that this also keeps the intent of the ordinance by ensuring that future Councils have fully-considered the impacts that such an increase could have on residents.

In Public Service,



Stefan A.B. Wynn, M.P.A.

Neptune Beach City Manager

INTRODUCED BY:

COUNCILOR WILEY



ORDINANCE NO. 2020-09

A BILL TO BE ENTITLED

AN ORDINANCE CREATING SECTION 21-26 REGARDING VOTING REQUIREMENTS FOR CERTAIN MILLAGE RATE INCREASES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, regulates the determination of millage rates for ad valorem taxation; and

WHEREAS, Fla. Stat. §200.001(2) establishes four separate categories of municipal millage rates; and

WHEREAS, the City recognizes that increases in millage rates significantly impact real property owners within the City; and

WHEREAS, the City desires to require a super-majority vote of the City Council to authorize increases in all millage rates over a certain threshold; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City, that it advances a significant and important governmental interest, and that it furthers the City's performance of municipal functions and rendering of municipal services.

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

Section 1. Creating Section 21-26 of the City of Neptune Beach Code of Ordinances. Section 21-26 of the City of Neptune Beach Code of Ordinances is hereby created to read as follows:

Sec. 21-26. – Voting Requirements for Certain Millage Rate Increases.

For any millage rate authorized to be charged by the city under Florida law, such rate may only be increased over the rate established for the prior year by an amount greater than one-half (0.5) mill if approved by the affirmative vote of no less than eighty percent (80%) of a quorum of the city council present at the meeting at which the vote is taken.

Section 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of

this Ordinance, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

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

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this 5th day of October, 2020.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this _____ day of _____, 2020.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney



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

AGENDA ITEM: ORDINANCE NO. 2020-12, SECOND READ AND **PUBLIC HEARING**, An Ordinance of the City Of Neptune Beach, Florida, Extending A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Sections 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.

SUBMITTED BY: Councilor Kerry Chin and Councilor Josh Messinger

DATE: October 28, 2020

BACKGROUND: This original moratorium was put in place by Ord. No. 2019-10, adopted on December 2, 2019, to allow time for revision to the Comprehensive Plan and Land Development. Ord. No. 2020-12 extends the moratorium.

Ordinance No. 2020-12 passed on first read on October 5, 2020.

BUDGET: N/A

RECOMMENDATION: Adopt Ord. No. 2020-12 on Second Read

ATTACHMENT: 1. Ord. No. 2020-12, R-4 Lot Split

SPONSORED BY:

**COUNCILOR CHIN
COUNCILOR MESSINGER**



ORDINANCE NO. 2020-12

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, EXTENDING A TEMPORARY MORATORIUM TO PROHIBIT THE ACCEPTANCE OR PROCESSING OF CERTAIN APPLICATIONS FOR A DEVELOPMENT ORDER OR ANY OTHER OFFICIAL ACTION OF THE CITY HAVING THE EFFECT OF PERMITTING OR ALLOWING FOR THE APPLICATION OF A PLAT OR REPLAT IN THE R-4 ZONING DISTRICT AS SET FORTH IN CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, DIVISION 3 SECTION 27-101 THROUGH 27-102, PLATTING REQUIREMENTS CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, DIVISION 4 SECTION 27-105 THROUGH 27-109, MINOR REPLAT REQUIREMENTS, AND 27-110 TEMPORARY MORATORIUM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

WHEREAS, to protect the public health, safety and welfare of its citizens, the City of Neptune Beach wants to review and discuss the platting and minor replat code regulations; and

WHEREAS, the City Council has noted the significant number of requested plats and replats of properties in the R-4 zoning district as established by Section 27-221 resulting in an increase in the number of lots in such district, as well as the significant number of potential future requests, and the potential effects of these activities on the unique character and environment of Neptune Beach and the R-4 zoning district, in particular, including but not limited to those effects caused by the impacts of high-tide events, storm surge, flash floods, stormwater runoff, and sea-level rise as recognized by the Florida Legislature in sec. 163.3178, Fla. Stat.; and

WHEREAS, the City Council determines that additional time is required to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the

City of Neptune Beach Unified Land Development Code and/or Code of Ordinances or comprehensive plan regarding platting and replatting of lots in the R-4 zoning district; and

WHEREAS, the City's retained professionals, Dover, Kohl & Partners have prepared and issued a vision plan regarding the potential revisions of Comprehensive Plan and the Unified Land Development Code and the process of preparing such revisions has moved into Phase II regarding drafting of revisions to the Comprehensive Plan; and

WHEREAS, an extension of the temporary moratorium on the processing of applications for, and the issuance of approvals or any other official action of the City of Neptune Beach permitting or having the effect of allowing platting or replatting of lots in the R-4 zoning district will allow time for the continued analysis of revisions to the City's Comprehensive Plan and the Unified Land Development Code; and

WHEREAS, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the accordance with applicable law; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida, that it permits the continued process of evaluation and drafting of revisions to the City's Comprehensive Plan and Unified Land Development Code and that it advances a significant and important governmental interest;

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

ARTICLE III. – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

Sec. 27-110.

(c) Term.

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in three hundred and sixty-five (365) days from the effective date of ~~the ordinance from which this section derives~~ this ordinance, unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Council.

(f) **Effective Date.**

This ordinance shall take effect immediately upon passage after second reading/public hearing.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	YES
Councilor Kerry Chin	YES
Councilor Josh Messinger	ABSENT
Councilor Scott Wiley	NO

Passed on First Reading this 5th day of October, 2020.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this _____ day of November, 2020.

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: ORDINANCE NO. 2020-13, SECOND READ AND **PUBLIC HEARING**, An Ordinance of the City of Neptune Beach, Florida, To Further Extend a Temporary Moratorium to Prohibit the Acceptance or Processing of Any Application for a Special Exception Permit, Development Order, or any other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Planned Unit Development as set forth in Chapter 27, Unified Land Development Regulations, Section 27-244, Planned Unit Development, and Section 27-244.1, Temporary Moratorium; and Providing an Effective Date.

SUBMITTED BY: Councilor Kerry Chin and Councilor Josh Messinger

DATE: October 28, 2020

BACKGROUND: Ordinance No. 2019-03, adopted March 4, 2019 and extended on April 20, 2020, placed a moratorium on PUD applications to give time to review the revisions to the Comprehensive Plan and Land Development Code. This ordinance is being considered in order to synchronize the expiration date with Ord. No. 2020-12.

Ord. No. 2020-13 passed on first read on October 5, 2020.

BUDGET: N/A

RECOMMENDATION: Adopt Ord. No. 2020-13 on second read.

ATTACHMENT: 1. Ord No. 2020-13 PUD

SPONSORED BY:

COUNCILOR CHIN

COUNCILOR MESSINGER



ORDINANCE NO. 2020-13

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, TO FURTHER EXTEND A TEMPORARY MORATORIUM TO PROHIBIT THE ACCEPTANCE OR PROCESSING OF ANY APPLICATION FOR A SPECIAL EXCEPTION PERMIT, DEVELOPMENT ORDER, OR ANY OTHER OFFICIAL ACTION OF THE CITY HAVING THE EFFECT OF PERMITTING OR ALLOWING FOR THE APPLICATION OF A PLANNED UNIT DEVELOPMENT AS SET FORTH IN CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 27-244 PLANNED UNIT DEVELOPMENT AND 27-244.1 TEMPORARY MORATORIUM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations to ensure their health, safety and welfare; and

WHEREAS, the City is actively engaged in the process of evaluating revisions to its Comprehensive Plan and the Unified Land Development Code, including how planned unit developments are processed within the City and the City anticipates that such process will take additional time to complete; and

WHEREAS, the City Council determines that it is in the best interest of its residents, businesses and visitors to enact sufficient regulations to protect the public health, safety and welfare; and

WHEREAS, the City Council for the City of Neptune Beach, Florida previously found and declared that a temporary moratorium regarding the City's consideration of any application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits was in the best interest of the public health, safety and welfare of the citizens and residents of the City of

Neptune Beach, Florida and that it advanced a significant and important governmental interest; and

WHEREAS, the City Council for the City of Neptune Beach, Florida previously adopted a temporary moratorium on the City's consideration of any application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits, may be accepted or processed or approved by the City, except as may be required by applicable law, in Ordinance No. 2019-03, with an effective date of March 4, 2019; and

WHEREAS, the City Council for the City of Neptune Beach, Florida previously extended the temporary moratorium by Ordinance No. 2020-01, with an effective date of April 20, 2020, to allow the continued analysis of revisions to its Comprehensive Plan and the Unified Land Development Code; and

WHEREAS, said temporary moratorium is scheduled to expire on March 4, 2021; and

WHEREAS, the City's retained professionals, Dover, Kohl & Partners have prepared and issued a vision plan regarding the potential revisions of Comprehensive Plan and the Unified Land Development Code and the process of preparing such revisions has moved into Phase II regarding drafting of revisions to the Comprehensive Plan; and

WHEREAS, the City previously adopted Ordinance 2019-10, which implemented a temporary moratorium on the consideration of platting and replatting within the R-4 zoning district to also facilitate the City's analysis of revisions to its Comprehensive Plan and the Unified Land Development Code; and

WHEREAS, the City does not anticipate that such process will be completed by March 4, 2021 and the City Council deems it to be in the best interest of the City and its citizens and residents to synchronize the expiration of the moratorium regarding consideration of PUDs and that regarding platting and replatting within the R-4 zoning district; and

WHEREAS, proper notice has been given of the public hearing of this proposed ordinance and of a public hearing in accordance with applicable law; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that an extension to the temporary moratorium regarding the City's consideration of any application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida, will permit the continued process of evaluation and drafting of revisions to the City's Comprehensive Plan and Unified Land Development Code, and will

advance a significant and important governmental interest.

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

ARTICLE IV. – LAND USE

Sec. 27-244.1. Temporary moratorium on permitting planned unit developments (PUD).

(c) Term.

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve ~~after the initial expiration date of March 4, 2020 as established by Ordinance No. 2019-03~~ three hundred and sixty-five (365) days after the effective date of this ordinance, unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Council.

(f) Effective Date.

This ordinance shall take effect immediately upon passage after second reading/public hearing.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this 5th day of October, 2020.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this _____ day of November, 2020.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and contents

Zachary Roth, City Attorney



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

AGENDA ITEM: Christmas Light Funding Request from Beaches Town Center

SUBMITTED BY: Beaches Town Center Agency

DATE: October 29, 2020

BACKGROUND: Please see email from Beaches Town Center Agency President Ricard Arthur

BUDGET: See Radiant Joy Invoice

RECOMMENDATION: Consider contributing to the Beaches Town Center holiday lighting

ATTACHMENT: 1. 10A

> From: richardwarthur@gmail.com <richardwarthur@gmail.com>
> Sent: Wednesday, October 7, 2020 11:06 PM
> To: 'Hogencamp, Kevin' <kHogencamp@coab.us>; Stefen Wynn <cm@nbfl.us>;
> Elaine Brown <elainebrown@nbfl.us>
> Cc: 'Corbin, Shane' <scorbin@coab.us>; 'Glasser, Ellen'
> <eglasser@coab.us>; julie@tdubs.biz; 'Emilie Christenson'
> <emilie.christenson@gmail.com>
> Subject: RE: Christmas lights
>
> Good Evening,
>
> I apologize that I was not in the meeting today to discuss combining cities holiday events, I was not aware the holiday lighting would come up.
>
> We just want to reiterate that the BTCA has tirelessly hosted multiple events ever year to reinvest in our town center and improve our community, one of those yearly events as we all know is the holiday lighting in town AB and NB town center.
>
> This year as we all know, the BTCA was not able to hold several local community events like Dancin in the streets, Fall festival, Tour of homes, Coastal Carnivale, etc to fundraise and be reinvested back into our communities. That being said, there is an overwhelming community support to ensure we can light up town center this holiday season as we have for many years. This year, more than ever, I think we could all use a little more light in our town center.
>
> At our last meeting, the board elected to request that this holiday lighting event is a 3 way split.
> Attached is the quote from our trusted vendor whom we have worked with for many years, noting that Jesse of radiant lighting is down in town center every night that the lights are on to ensure breakers are reset if tripped due to weather and that any lighting issues are addressed immediately.
>
> We of the BTCA, would also like to make this yearly event a 3 way split every year to ensure that this event can be counted on for years to come.
> We feel a 3 way split every year for this event is a win, win for all.
>
> I am available at any time to discuss, thank you all for your consideration.
>
>
> Richard Arthur| President
> Beaches Town Center Agency | M : 904-422-7424
>
> [<http://www.beachestowncenter.com><<http://www.beachestowncenter.com/>>]www.beachestowncenter.com<<http://www.beachestowncenter.com/>>



**Radiant Joy (904)955-5953
4048 Huntington Forest Blvd
Jacksonville, FL 32257-7562
radiantjoylighting@gmail.com**

**City of Atlantic Beach
1200 Sandpiper Lane
Atlantic Beach, FL 32233**

10-1-20

2020-2021 Christmas lighting

Installation of Lights on 270 Palms @ \$100 Each	\$27000.00
Installation of decorations	\$ 1500.00
Sivester palm tree	\$ 3500.00

Total	\$32000.00
--------------	-------------------

Thank You for your business!

**Jesse Gabisch
Radiant Joy Lighting
4048 Huntington Forest Blvd.
Jacksonville, FL 32257**



CERTIFICATE OF LIABILITY INSURANCE

102048

DATE (MM/DD/YYYY)

11/4/2019

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

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

PRODUCER Stratum Insurance Agency LLC 10620 Southern Highlands Pkwy Suite 110-276 Las Vegas, NV 89141	CONTACT NAME: Small Business Team	
	PHONE (A/C, No, Ext): (949) 270-0609	FAX (A/C, No): (949) 270-0608
	E-MAIL ADDRESS: helpdesk@stratuminsurance.com	
INSURED Jesse Gabisch DBA : Radiant Joy Lighting 4048 Huntington Forest Blvd Jacksonville FL 32257	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 24082	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			BLS (20) 60495881	11/4/2019	11/4/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is added as additional insured per policy form CG 88100413.

CERTIFICATE HOLDER**CANCELLATION**

Jesse Gabisch DBA: Radiant Joy Lighting 4048 Huntington Forest Blvd Jacksonville FL 32257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stratum Insurance Agency LLC</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

October 13, 2020 For immediate release

Press Release for “LIGHT THE NIGHT” in Beaches Town Center

Questions contact:

Deanne Dunlop (904) 610-5669 Board member, event chair or

Richard Arthur (904) 422-7424 President BTCA Board President

Julie Weber (904) 853-5524 President BTC Merchants Association

Light the Night and Sponsor a tree in Beaches Town Center.

Ho Ho Covid. Even a pandemic can't crush the Holiday spirit in Beaches Town Center.

For the past ten years, Beaches Town Center Agency has helped usher in the Holiday season with a festive Holiday Lighting display in Beaches Town Center, the central business district shared by Neptune Beach and Atlantic Beach.

More than 200 palm trees wrapped in colorful lights that line the streets in front of shops and restaurants from Thanksgiving to New Year's. A stroll through Beaches Town Center is magical and on everyone's Holiday checklist from locals to holiday visitors to families across Jacksonville.

“Covid and the pandemic have stripped away a lot of joyful occasions and events this year. It has been incredibly difficult for families and businesses and I can't imagine not being able to light the night in Beaches Town Center” said Deanne Dunlop, a Neptune Beach resident, Beaches Town Center merchant and member of the Beaches Town Center Agency board.

“We flip a coin each year to determine who's going to put the lights on the Christmas tree at our house,” said Dunlop. “Our tree feels like a big project. Can you imagine the effort and expense of wrapping 200 trees every year? It's huge, but I can't imagine Beaches Town Center without our beautiful holiday lighting display. So, our BTC Agency board is getting creative in hopes of raising \$25,000 to keep the tradition going and the community is helping.”

In 1991, a group of proactive citizens founded the Beaches Town Center Agency – a coalition designed to work in partnership with the merchants and cities of Neptune Beach and Atlantic Beach to ensure protection of the business area's unique character.

Through fundraising efforts, the BTCA was able to create synergy in the central business district across two city governments with the goal of making the area more inviting and pedestrian-friendly. These efforts also expanded into major enhancements for the area such as landscaping

and the addition of public amenities including park benches, bike racks, brick sidewalks, maps, wayfinding signs, and the Holiday Lighting display and decorations.

Many people assume these amenities have been paid for by the city governments when in fact, they're the product of the BTCA's hard work.

For the past 10 years, BTC Agency has fully funded the Holiday Lighting display in Beaches Town Center through fundraising efforts including the sale of engraved sidewalk bricks, the Dancin in the Street™ Festival, Coastal Carnivale, Beaches Tour of Homes, and private donations.

Unfortunately, due to COVID-19, the BTC Agency was forced to cancel all fundraising efforts and events this year to safeguard the community from large gatherings.

A "LIGHT THE NIGHT" campaign is underway where BTC merchants and residents have already committed to sponsoring trees and virtual ornaments. Merchants and BTCA Board members including Richard Arthur, BTCA Board President and Julie Weber, owner of T-Dubs and BTC Merchant Association president along with other merchants have committed to host small gatherings called "LIGHT THE NIGHT" Suppers.

If you are able and would like to help "LIGHT THE NIGHT" in BTC, here are a few ways you can help.

Host a "LIGHT THE NIGHT" Supper – Gather responsibly in small groups with your friends for the sake of fundraising, friendship and fun. Sponsor a tree or sponsor a dozen - it's up to you and your guests to set your own goal. Details are available on the BTC website at www.beachestowncenter.com or email mybeachestowncenter@gmail.com for details and a Host Kit.

Sponsor a tree for \$175 – Commemorate a special occasion or person by adopting a tree at BTC. Adoptees may include a message with their name on the BTC website sponsor page.

Virtual ornaments are available for anyone interested in contributing to the fundraising efforts with a smaller donation? Purchase a virtual ornament for \$50 www.beachestowncenter.com.

If you love BTC as much as we do, please consider partnering with us in this creative FUNdraising event

Host a “LIGHT THE NIGHT” Supper

Every year, The Beaches Town Center Agency funds our holiday tree lighting. And, due to COVID all of our BTCA fundraising events had to be cancelled this year. **Dancing in the Streets - Coastal Carnivale & Tour of Homes**

So . . . we're getting creative. If we can't get together in large groups. Let's get together in small ones.

HOW TO: HOST A “LIGHT THE NIGHT” SUPPER IT'S FUN & EASY:

- #1 Pick a Date between Oct 15-31st
- #2 Pick a “LIGHT THE NIGHT” theme
- #3 Invite 4-10 friends. Don't forget to tell them it's a fundraiser & share your goal \$\$\$
- #4 Plan Your Menu - Simple or Elaborate
- #5 Enjoy an evening or afternoon of “LIGHT THE NIGHT” fun with friends
- #6 Collect & mail your donations
- #7 Take lots of photos & post to #BTClightthenight, #beachestowncenter



Each
tree is
\$175

More info: www.beachestowncenter.com

A Beaches Town Center Agency Event

HO HO COVID! Can't stop our Holiday Lighting Display

Sponsor a Tree
and help us
“LIGHT THE NIGHT”
in Beaches Town Center



For more information:
www.beachestowncenter.com



**Sponsor
A Tree
\$175
or
A Virtual
Ornament
\$50**

A Beaches Town Center Agency Project



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

AGENDA ITEM: Surplus Property - 2002 John Deere Backhoe- Model 710SG

SUBMITTED BY: City Manager Stefen Wynn

DATE: October 29, 2020

BACKGROUND: Section 2-364 of the Code of Ordinances states City Council shall approve property exceeding \$10,000. The City has a 2002 John Deere Backhoe valued at \$20,000 to be used as a trade for a newer model.

BUDGET: N/A

RECOMMENDATION: Declare the 2002 John Deere backhoe surplus property

ATTACHMENT: 1. Surplus

The above listed items are no longer needed and are declared surplus property.

City Manager: _____ Date: 10/27/2020

Page 133 of 202



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

AGENDA ITEM: Northeast Florida Public Employees' Local 630 Union Contract

SUBMITTED BY: Local 630 Union Representative Ronnie Burris

DATE: October 29, 2020

BACKGROUND: The Local 630 Union Contract has been ratified by the qualified employees and now requires Council approval. The contract is for a three-year period ending September 30, 2023.

The Local 630 Union consists of nonexempt public works and City Hall employees.

BUDGET: N/A

RECOMMENDATION: Approve the Local 630 Union Contract through September 30, 2023.

ATTACHMENT: 1. Local 630 2020-2023 Contract DRAFT_Edited by CM_10_8_2020

Agreement

Between

NORTHEAST FLORIDA PUBLIC
EMPLOYEES' LOCAL 630

Laborers' International Union of North America



and

CITY OF NEPTUNE BEACH, FLORIDA

October 1, 2020~~16~~ through September 30, 2023~~19~~

TABLE OF CONTENTS

AGREEMENT	1
Article 1 – Union Recognition	2
Article 2 – Union Security and Check Off	3
Article 3 – Management Security	5
Article 4 – Management Rights	7
Article 5 – Special Meetings	8
Article 6 – Union Stewards and Union Representative	9
Article 7 – Union Activity	11
Article 8 – Grievance Procedure	14
Article 9 – Discharge and Discipline	19
Article 10 – Personal Leave Plan	20
Article 11 – Leave of Absences	24
Article 12 – Holidays	27
Article 13 – Hours of Work and Overtime Payment	29
Article 14 – Wages	32
Article 15 – Injury in the Line of Duty	35
Article 16 – Employee Benefits	36
Article 17 – Safety and Health	39
Article 18 – Bulletin Boards	41
Article 19 – Reserved	42
Article 20 – Military Leave	43
Article 21 - Severability	44
Article 22 – Savings Clause	45

Article 23 – Time Clocks	46
Article 24 – Seniority	47
Article 25 – Job Qualifications and Promotions	49
Article 26 – Reserved	50
Article 27 – Work Policies	51
Drug Testing Policy	51
Training and Education	60
Article 28 – Entire Agreement	61
Appendix A – Pay Plan 10/01/16 – 09/30/18	62
Signature Page	63

AGREEMENT

This Agreement is entered into as of October 1, 20~~2016~~, between the City of Neptune Beach, hereinafter referred to as the Public Employer, and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly— and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours of employment, and other terms and conditions of employment. There are no, and shall be no individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the City of Neptune Beach is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 - UNION RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees (all references to employees in the male gender of this Agreement are used for convenience only, and should be interpreted to include both males and females} in the defined bargaining units commonly known as Blue Collar, White Collar and Supervisory units (~~See attached~~ See attached Appendix A, for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean ~~all classified employees who are employed by the City of Neptune Beach and whose classifications appear on the attached~~ Appendix A. Specifically excluded are: Department Heads, Division Chiefs, Agency Heads, Managerial and Confidential employees within the meaning of Section 447.203 (4) & (5), Florida Statutes, and all other employees of the City of Neptune Beach and its other Agencies not specifically included in Appendix A.

1.2 It is further understood and agreed that the Business Manager of Local 630, Laborers' International Union of North America, or his alternate, will be the official spokesman for said Union in any matter between the Union and the Public Employer. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 - UNION SECURITY AND CHECK OFF

- 2.1 The Public Employer will, by placing one (1) copy of this Agreement in each working location, make available to employees in the bargaining unit copies of this Agreement for the express purpose of calling those employees' attention to the fact that the Northeast Florida Public Employees' Local 630 of the Laborers' International Union of North America, AFL- CIO, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit as defined in Article 1.1 of this Agreement. In addition, the Public Employer will furnish each Steward of Local 630, one (1) copy of the Agreement. It is further understood and agreed that when the original Agreement is amended, from year to year, the Public Employer will attach the amendment to the original Agreement and provide completed copies of both to the Stewards as agreed above. Such collated Agreement shall be kept on file in the City Clerk's Office and shall be considered to be the official copy of the Agreement.
- 2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-six (26) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues rate will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. It is understood and agreed that the Public Employer will assess a charge, no higher than that being charged for other deductions (insurance, credit union, etc.), per deduction per payroll. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- 2.3 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any check off of union dues.
- 2.4 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives thirty (30) calendar days' notice to the Union and the Public Employer by certified mail. Dues revocation will be made through the Union.
- 2.5 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less

that the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pension, credit union, health and life insurance. Any dues not deducted shall be deducted the following pay period.

- 2.6 In accordance with Chapter 447, Florida Statutes, public employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing, and to negotiate collectively through a certified bargaining agent with the Public Employer in the determination of the terms and conditions of their employment.

ARTICLE 3 – MANAGEMENT SECURITY

- 3.1 The Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this section. The only question that may be raised in any proceeding, (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.
- 3.2 (a) The Union, its representatives, agents, members and any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited :
1. Soliciting public employees during the working hours of any employee who is involved in the solicitation.
 - 2 . Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in such areas not specifically devoted to the performance of the employees' official duties .

(b) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

(c) The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this Section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this Section may be discharged or otherwise disciplined by the Public Employer, notwithstanding the provisions of this collective bargaining Agreement.

3.3 The Public Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to age, race, color, creed, physical handicap or disability, national origin or sex. Furthermore, the Public Employer agrees to abide by any applicable Florida Statute pertaining to public employment within the scope of knowledge of the Public Employer.

ARTICLE 4–MANAGEMENT RIGHTS

4.1

It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to subcontract. The Public Employer, in its sole discretion, has the absolute right to delete and/or add employment positions. It is also the right of the Public Employer to direct its employees, promulgate and establish reasonable rules and regulations, take disciplinary action for proper and just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons; provided however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 5 - SPECIAL MEETINGS

- 5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussions shall be limited to matters relating to wages, hours and conditions set forth in the request or other subjects relating hereto mutually agreed to. It is understood that these meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union.

ARTICLE 6 – UNION STEWARDS AND UNION REPRESENTATION

- 6.1 The Public Employer recognizes and shall deal with all accredited union stewards, the Union Business Manager, and any other officer listed in Section 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.
- 6.2 Employees covered by this Agreement will be represented by six (6) stewards so designated by the Union. When additional permanent work locations are created, the Public Employer and the Union will meet at the request of either party, for the purpose of mutually determining the stewardship needs of the Union.
- 6.3 A written list of the union stewards, and alternates shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. Union stewards will not perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.
- 6.4 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk with employees before or after regular working hours or during the lunch hour of said employees on Public Officials of the Union, Employer property in areas mutually agreed upon on by the Union and the Public Employer.

- 6.5 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Public Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Public Employer is not normally open for visitation, the Public Employer shall provide a responsible escort to the union officer or accredited representative, provided this service is arranged in advance.
- 6.6 The Public Employer agrees to meet and discuss with the Union prior to any action or actions being considered which would have the net effect of reducing the work force of the defined bargaining unit.
- 6.7 All personnel files of the employee shall be open for investigation by the appropriate union steward in the investigation of any grievance. However, such investigation shall be either in the presence of, or with the oral permission of the Public Employer.

ARTICLE 7 - UNION ACTIVITY

- 7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances at Step I and above, when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. It is acknowledged that the steward must advise her/his supervisor of the requirement and secure permission before conducting the investigation. Such permission will not be unduly withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Public Employer by conferring with other employees. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given verbally to the union steward provided that said oral authorization insures adequate control of the steward's time; otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.
- 7.2 Union stewards shall be active employees, and shall be members of the bargaining unit.
- 7.3 Union representatives, while on public property, and stewards, are subject to the same rules of the Public Employer as all other public employees, except as specifically provided in this Agreement.

- 7.4 Active solicitation by the Union of grievances and the collection of union monies shall not be engaged in on the Public Employer's property, or working during the hours of those employees being solicited, if such is the case.
- 7.5 While on leave of absence, no employee shall function as a union steward without mutual consent of the Union and the Public Employer.
- 7.6 When it becomes necessary for a union steward to enter an area other than his own for the purpose of conducting union business authorized by this Agreement, he must secure permission from the supervisor of that area and notify him of the general nature of his business. Such permission shall not be unduly withheld.
- 7.7 Nothing in this Agreement shall be construed to prevent an employee from presenting, at any time, his own grievance, in person or by legal counsel, to the Public Employer and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, when in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 7.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership, or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Public Employer and the Union.

7.9

It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably and sensibly founded on a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8, except as otherwise provided for in Section 447, Florida Statutes. If an employee files a grievance, he shall choose either the union grievance procedure outlined herein, or the Civil Service procedure set forth by ordinance. Once chosen, the employee may not change to the other procedure.

8.2 Rules for Grievance Processing:

Step I

The aggrieved employee shall orally present his grievance to her/his immediate supervisor. Either the supervisor or the employee may request that the designated steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to her/him.

Step II

If the grievance is not settled at Step I, the aggrieved employee, within ten (10) working days, shall reduce the grievance to writing, sign it and present it to the appropriate Department Head. The appropriate department head shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days of receipt of the written grievance conduct a meeting between herself/himself, her/his representative, if needed, and the aggrieved employee. The aggrieved employee, at her/his request, may be accompanied at this meeting by her/his Union steward. The appropriate Department Head shall notify the aggrieved employee of her/his decision in writing, with a copy to the Union, no later than ten (10) working days following the date of the meeting.

Step III

If the grievance is not settled at the second step, the aggrieved employee, within ten (10) working days, shall present it to the Neptune Beach City Manager. The City Manager shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the written grievance, conduct a meeting between himself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by his steward or appropriate Union representative. The City Manager shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than ten (10) working days following the date of the meeting.

Rules For Grievance Processing:

It is agreed:

- (a) Grievances must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his immediate supervisor (Step I) within ten (10) working days after he/she has knowledge of the grievance.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (c) A grievance presented at Step II, and above, shall be dated and signed by the aggrieved employee presenting it. A written decision shall be presented to the aggrieved employee, and shall be dated and signed by the Public Employer's representative at that step.
- (d) When a written grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof, in writing, by e-mail or facsimile transmission.
- (e) A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.

- (f) In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.
- (g) When a grievance is reduced to writing, there shall be set forth in the grievance all of the following:
 1. A complete statement of the grievance and facts upon which it is based.
 2. The section or sections of the Agreement claimed to have been violated.
 3. The remedy or correction requested.
- (h) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be retroactive to the date of the occurrence of the violation.
- (i) Grievances filed by the Union affecting two (2) or more employees in accordance with Section 8.1, shall be signed by the designated steward or the appropriate union representative, and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedures as set forth in Article 8, entitled Grievance Procedure.

8.3 *Arbitration:* If the grievance is not settled in American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. After the panel is received from the American Arbitration Association, the representative of the Union, or the employee, as the case may be, and the Public Employer shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. After the American Arbitration Association is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within ten (10) days from the date the arbitrator is notified of his selection to act as arbitrator.

Notwithstanding the provisions of this Section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

Section 1: At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) calendar days after the hearing is concluded, or receipt of briefs, whichever is later, to render his written award and findings of fact, provided that the parties may mutually agree in writing to an extension of said limitation.

Section 2: With respect to the interpretation, enforcement or application of the provisions of the Agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the Public Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.

Section 3: The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the parties and shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration, or which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be "under oath." The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) presented to him, which question(s) must be actual and existing. Consistent with this Section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievances hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

Section 4: It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it

represents.

Section 5: The cost and expense incurred in the arbitration shall be borne solely by the losing party. If a transcript of the proceedings is requested, then the party so requesting it shall pay for it. If an employee acts independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay the cost of arbitration if the employee loses.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked or otherwise disciplined except for proper and just cause, and in no event until the employee shall have been furnished with a written statement of the charges and the reasons for such action. Any dispute over suspension, discharge or other disciplinary action may be submitted to the grievance procedure as set forth in Article 8.
- 9.2 Employees shall have the right to review their personnel files upon request. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file.
- 9.3 Reserved
- 9.4 Reserved
- 9.5 Resignation: An employee who desire to terminate her/his service with Neptune Beach shall submit a written resignation to the appropriate Department Head. Resignations should normally be submitted ten (10) working days in advance of the final work day. The written resignation, or a copy thereof, shall be filed in the employee's personnel file.
- 9.6 Any written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the reprimand. If the employee ~~ref—~~uses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All reprimands shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.
- 9.7 Any employee subject to dismissal, demotion, suspension or docking as outlined under Article 9, shall have the right to a pre-disciplinary hearing, which shall be conducted prior to dismissal, demotion, suspension or docking. The appropriate Union steward shall be present at such meetings along with the supervisor who made the charge(s).

ARTICLE 10 - PERSONAL LEAVE PLAN

10.1 Eligibility and Rate of Earning.

(a) Each regular, full-time employee ~~and/or regular part time~~ in the bargaining unit shall accrue personal leave with pay at the rate shown in the table below. The number of hours in each employee's work day shall be determined by the position and classification. Work days shall be between seven (7) and eight (8) hours.

Years of Service	Days Accrued per Year
Zero to 5 years	20
5 years to 10 years	23
10 years to 15 years	26
15 years to 20 years	29
20 years to 25 years	32
25 years or more	35

- (b) Employees shall earn leave time based on time actually worked and time on approved leave with pay.
- (c) Employees are not eligible to be paid for personal leave during the first six (6) months of employment of re-employment.
- (d) The rate of accrual shall change to the higher rate on the anniversary date of employment.

10.2 Charging Leave

- (a) Personal leave will be charged in ~~thirty thirty~~ (3030) minute increments (0.50 hours).
- (b) Holidays which occur during personal leave, shall be charged against holiday leave, and not against personal leave.
- (c) For purposes of determining overtime payments, personal leave hours shall be counted as time worked.

10.3 Request for Leave.

- (a) Personal leave may be taken only after approval of the appropriate department head. Department Heads will arrange personal leave schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- (b) Requests for personal leave must be submitted in writing at least five (5) days in advance for a personal leave request of two (2) or more consecutive working days. Requests for personal leave of less than two (2) consecutive working days must be submitted as soon as practicable. These advance notice requirements may be waived by the Department Head.
- (c) Personal leave ~~may be used only as earned~~ only be used as earned.

10.4 Use.

Personal leave is intended to replace both vacation leave and sick leave in previous policies. Personal leave may be granted for the following scheduled and unscheduled purposes:

- (a) Vacation
- (b) Sickness
- (a) Absences for transacting personal business which cannot be conducted during off-duty hours.
- (b) Religious holidays other than those designated by the City as official holidays.
- (c) Any scheduled absences from work not covered by other types of leave provisions established by these Rules.

10.5 Unused Personal Leave.

- (a) Personal leave shall accrue to a maximum of sixty-two (62) days. Employees having more than sixty (60) days as of October 1, 2004, may sell that overage back before September 30, 2005. Employees who have more than fifteen (15) days accumulated may sell back excess leave to the City up to ten (10) personal leave days. Employees may not sell back time more frequently than once every three (3) months. Upon approval of the City Manager, on a case by case basis, more than ten (10) days of excess leave may be sold back. Personal leave may be transferred as cash to the City's 457 plan upon request of the employee and approval by the City Manager.
- (b) Upon termination of employment following the completion of five (5) years of service, the employee shall be paid for all unused accrued personal leave on an hour ~~for hour~~ for hour basis. Upon termination of employment with less than five (5) years of service, the employee shall be paid for seventy- five percent (75%) of all unused personal leave on an hour for hour basis.

10.6 Use of Personal Leave as Sick Leave

- (a) Notification. An employee must notify his/her department as early as possible, and no later than thirty (30) minutes before starting time, the day the employee is unable to report to work because of illness. The employee will notify the department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where that employee is abusing personal leave taken for illness. (Example: Leave for illness is combined with regular days off more than three times annually.)
- (b) The employee must contact his/her department each day that personal leave is being taken as sick leave.
- (c) An employee who is absent due to illness who fails to comply with the rules in this section may be charged with unauthorized leave.
- (d) The City has the right to require any employee to undergo a

medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his/her classification. This examination may be conducted on City time and at City expense.

ARTICLE 11 - LEAVE OF ABSENCES

11.1 Bereavement Leave

- (a) All full-time regular employees may be granted up to five (5) days off without loss of pay as bereavement leave in the event of death in the immediate family which is defined as, spouse, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, step-parent, step-children, son-in-law, daughter-in-law, uncle, aunt and also include other relatives who permanently reside with the employee.
- (b) Bereavement leave is limited to ten (10) days per calendar year.
- (c) The employee may be required to provide the department head with proof of death in the immediate family before compensation is approved.
- (d) If additional days off are necessary to attend the funeral of a member of the immediate family, annual leave may be used.
- (e) Employees may be granted four (4) hours without loss of pay as bereavement leave, to either attend or serve as pallbearer at the funeral of another City employee.
- (f) If the employee wishes to attend the funeral of someone outside his/her immediate family, or another City employee, annual leave or leave without pay may be granted.

11.2 Court Leave

- (a) Employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court.
- (b) All regular full time employees subpoenaed to attend court on

behalf of the City are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be granted.

- (c) Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court
- (d) Employees required to attend court as stated in Sec.11.02 (a) above who are on scheduled vacation may be allowed to take additional leave with pay for that courttime.
- (e) All court attendance must be verified before an employee is compensated.

11.3 Conference Leave.

When deemed in the best interest of the City, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the City. All such leave and travel expenses will be recommended by the Department Head, subject to the approval of the City Manager.

11.4 Military Leave.

An employee may take military leave in accordance with Chapter 115, Florida Statutes.

11.5 Leave Without Pay.

(a) The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. Any leave of absence must have the approval of the City Manager.

(b) The following provisions apply to leave without pay:

1. An employee granted a leave of absence must keep the department informed of his/her current activity and current address.
2. An employee who obtains either part time or full time employment elsewhere while on an authorized leave of absence is required to notify the Department in writing within three (3) days of accepting such employment.
3. Failure to comply with all of the above items will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
4. Any employee granted a leave of absence should contact their department head at least two weeks prior to the expiration of the leave in order to facilitate therein statement process.
5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
6. Medical leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.

(c) A leave without pay shall not constitute a break in Service, but the time will not be credited toward retirement. Employees who have break in service from employment with the City, if rehired, shall have their previous service counted towards longevity and retirement. It will be the employee's responsibility to make any required payments to the pension plan to connect time.

ARTICLE 12 - HOLIDAYS

12.1 Employees in the bargaining unit shall observe those days established by this Agreement and City Ordinance which consist of the following:

January 1st	(NewYear's Day)
Third Monday in January	(MartinLuther King's Birthday)
Washington's Birthday	(President's Day)
Last Monday in May	(Memorial Day)
July 4th	(IndependenceDay)
First Monday in September	(LaborDay)
November 11th	(Veteran'sDay)
Fourth Thursday in November	(Thanksgiving Day)
Friday after Thanksgiving Day	
December 24	(Christmas Eve)
December 25	(ChristmasDay)

Two (2) Personal Days

The two (2) Personal days shall be selected by employee, but must be approved by management. The personal days must be taken in the calendar year or be forfeited.

Any other day than those listed above may be taken under holiday conditions when such day is officially declared as a holiday by the Neptune Beach City Council.

- 12.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Public Employer shall schedule the employee to take a day off at another date mutually agreed to, or compensate him at the straight time rate in order to equalize the observed legal holidays in Section 12.1.
- 12.3 Any employee of the bargaining unit who shall be required to perform work or to render service on one of the holidays listed in Section 11.1, shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate for any hours worked, in addition to his straight time pay for the holiday. The Public Employer may elect to schedule the employee to take off at another date mutually agreed to by the employee and the Public Employer, at the same rates as overtime payment. In the event the Public Employer elects to schedule a ten (10) hour workday, forty (40) hour workweek, the eight (8) hours referred to above shall automatically convert to ten (10) hours. A list of employees required to work on any holiday or holidays, shall be in writing and posted at the Public Works Yard.
- 12.4 All employees shall receive payment for any paid holiday unless:
- (a) He has an unexcused absence on the last regular work day proceeding such holiday, or on the next regular work day following such holiday.
 - (b) Having been scheduled to work on such holiday, he fails to report for work without justifiable reason for such absence.
- 12.5 Whenever any of the holidays established by this Agreement falls on a Sunday, the following Monday shall be observed as the official holiday. Whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. The only exception to the above shall be those persons within the Department who are assigned to a "shift schedule." These employees shall observe the actual day of the holiday for purposes of pay.

ARTICLE 13 - HOURS OF WORK AND OVERTIME PAYMENT

- 13.1 The purpose of this Article is to define hours of work and computation of overtime. All employees within the defined bargaining unit shall be placed within one of the following schedules.
- 13.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, work week, the work day and the normal shift hours.

Work Week

168 hours from starting time

Work Day

24 hours from starting time

Normal Shift Hours

8 hours, exclusive of lunch

- 13.3 (a) The standard work schedule shall consist of five (5), eight (8) hour days, Monday through Friday, between the hours of 6:00 a.m. and 6:30 p.m. The work week starting time shall commence when the employee begins work Monday morning. Except where otherwise specified herein, overtime will be paid at time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in any work week for which overtime has not previously been paid.
- (b) The work week for those activities requiring a six (6) or seven (7) day per week operation, shall be eight (8) hours per day and forty (40) hours per week. Hours of work will not necessarily be scheduled from Monday through Friday, or days of work scheduled consecutively. Except where otherwise specified herein, overtime will be paid at time and one-half (1-1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.
- (c) The ten (10) hour work day shall consist of four (4) consecutive ten (10) hour work days, Monday through Friday, between the hours of 7:30 AM and 6:00 PM. Overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.

- 13.4 The work and rest days of employees shall be scheduled consecutively where possible.
- 13.5 Compensation for overtime will be in the form of cash payment, unless compensatory time is mutually agreeable by the employee and the Department Head or designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act (FLSA) may accrue up to ~~ninety two hundred forty~~ (90240) hours of compensatory time. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. Accrued compensatory time may be taken when authorized by the Department Head or designee and in accordance with City Policy. Compensatory Time earned must be used within the same fiscal year, which generally begins October 1st, and ends September 30th. Requests for compensatory leave shall be in accordance with Article 10.
- 13.6 Personal leave, holiday leave, annual military training leave and leave while on active payroll due to an on-the-job injury shall be construed as time worked for the purpose of payroll computations.
- 13.7 An employee who has left his place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of two (2) hours at time and one-half (1- 1/2) his regular rate. The employee who is called out shall be paid for actual time worked with a minimum of two hours. The employee shall not receive the "call out" pay for any subsequent call out during the two hours following the original call out. The minimum time provided herein does not apply if an early call- in period extends into the start of the employee's regular work period.
- 13.8 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.
- 13.9 Premium payment shall not be duplicated for the same hours worked under any of the terms of this Agreement.

- 13.10 It is the responsibility of the Public Employer to distribute the opportunity for overtime work equally among employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or geographical work area. It is understood that the sharing of overtime shall not delay nor increase the Public Employer's cost of operation. Overtime records of the Public Employer shall be made available to union officials when requested to resolve any question involving distribution of overtime. It is understood that nothing in this Article shall require payment for overtime hours not worked.
- 13.11 The Public Employer will provide a meal or pay a meal allowance in the sum of ten (\$10.00) dollars when an employee is required to work for four (4) hours beyond his regular shift without a meal break.
- 13.12 If inclement weather conditions do not permit the employee to perform his regularly scheduled duties and there is no other work available in line with his normal duties, the employee may be given the option to perform other work in a lower classification. In no case shall he be sent home without pay or forced to use accrued vacation or sick leave. Public Employer is sole judge of whether work is available. However, the employee may elect to request vacation leave.
- 13.13 No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned, unless he shall within a period of ten (10) working days following said three (3) days, prove to the satisfaction of the City Manager that the absences were excusable.

ARTICLE 14 -WAGES

- 14.1 Effective **October 1, 2020**~~16~~, all employees covered by this Agreement shall have their base hourly rate of pay increased by **three (3%) percent**~~; and occurring annually thereafter until September 30, 2023 with no reopening for negotiations of wage increases. **Article 14 shall be reopened for negotiations for wage increases annually.**~~
- (a) All employees shall receive a twenty-five (\$25.00) dollar per month increase after the completion of each five (5) continuous years of employment.
 - (b) Additional State licenses obtained by Water and/or Wastewater treatment plant operators will be recognized by an increase in the salary of each employee that produces sufficient evidence of obtaining licensure by \$0.25 per hour per relevant state license. The amount does not compound each year and shall only remain for as long as a license is valid or active. The limit for any single employee is two (2) additional licenses. the payment of an annual one-time lump sum payment of \$500.00 for each additional license, up to a maximum of two (2). Payment of such lump sum shall be paid on the employee's anniversary date.
 - (c) Employees are eligible to receive an annual one-time lump sum payment of five hundred dollars (\$500) for completion and receipt of a job-related certification or license a \$0.25 per hour increase in salary for the completion of duty-specific certification or license that is above the criteria required within that employees job description. The amount does not compound each year and shall remain for as long as the license or certification is valid and active. The limit for any single employee is two (2) licenses or certifications.
- 14.2
- (a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. **In** the event an employee is demoted during her/his probationary period, she/he shall be eligible for any increases he normally would have received had he not been demoted.
 - (b) A permanent employee, when demoted for cause, shall have his rate

of pay **in** the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in the class prior to the promotion.

(c)When a transfer not involving promotion or demotion is made from one position to another with the same basic pay rate, the base pay of the transferred employee shall remain unchanged.

14.3 The following administrative procedures shall be adhered to in the implementation of the pay plan for employees in the bargaining unit.

(a) Entrance Salary Determination:

1. Original appointment to any position shall be made at the entrance rate. Upon recommendation of the immediate supervisor, the City Manager may approve initial compensation at a higher rate than the minimum rate in the salary range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. The City Manager agrees to notify the Union of any such proposal to hire an employee whose initial compensation would be at a higher rate than the minimum rate for the position being considered at least one (1) week prior to filling the position.
2. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be at the lowest level in the higher range that will provide an increase of at least five percent (5%) over the rate received immediately prior to promotion.

(b) Advancements Within a Salary Range:

1. Upon satisfactory completion of a six (6) month probationary period after initial appointment or promotion, the entrance the salary of the employee shall be advanced five-percent (5%) in the salary range of the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.
2. In no event shall the base pay of the employee exceed the base pay of that employee's supervisor. In the event of a new supervisor being hired or promoted at a lesser rate of pay, the employee's pay would not be reduced.
3. For purposes of determining whether or not the employee has satisfactorily completed his probationary period or is eligible for a merit increase, the Department Head shall notify the City Manager in writing of the Department Head's recommendation for any end-of-probation or merit increase. If the employee's performance has not been graded as above average during the time period involved, the employee's merit

increase will be delayed pending improvement. Employees who have had their merit or end-of-probationary increase delayed shall be reevaluated quarterly, or sooner if improvement is noted. The employee shall be advised in writing as to the reason his merit or end-of-probationary increase was not granted. Employees who do not receive a merit increase or believe the Employer has not complied with the evaluation procedures, may utilize the grievance procedure contained within this Agreement.

14.4 Any employee performing the duties of any classification above his permanent classification and who is assigned that classification by the immediate supervisor, shall receive pay at the rate of that higher classification. The rate of pay for the higher classification shall be an increase of at least five percent (5%) or the entrance level of the higher classification, whichever is greater.

14.5 All employees within the bargaining unit shall be covered by a written description of his job duties in the form of employee job specifications. The official copy of such job descriptions shall be filed and maintained in the City Clerk's office. Copies of the job descriptions shall be made available upon reasonable request by the employee. The job specifications shall contain the following information:

- (a) Kind of work, examples of work, knowledge, skills and abilities.

If the City of Neptune Beach, or their designees, determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Public Employer will notify the Union of the intended changes. Copies of the proposed changes **will** be forwarded to the Union along with the above notification. Changes, additions, deletions or amendments must bear the signature of the Business Manager prior to finalization. After finalization, a copy of the revised specifications shall be forwarded to the Union as soon as is possible.

ARTICLE 15 - INJURY-IN-LINE-OF-DUTY

15.1

Employees covered by this Agreement shall be entitled to injury-in-line-of-duty leave at regular pay (reduced by the amount of Workmen's Compensation received in the form of temporary disability paid by reason of such injury) when absent from duties because of personal injury received in the discharge of duty.

Duration of Salary Supplement: Leave of any such employee shall be authorized for a total of days not to exceed thirty (30) working days for each fiscal year, provided, however, the City Manager, with a concurring medical opinion, may grant, under such circumstances as would warrant, additional injury-in-line-of-duty leave for such term and under conditions as the appointing authority, in its sole discretion, shall deem proper.

Claims: Any such employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states the facts and that such claim is entitled to payment.

ARTICLE 16 - EMPLOYEE BENEFITS

- 16.1 In the event of an employee's death, payment shall be made for any and all accrued overtime, personal leave, unused holiday time and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or to the designated guardian if the child or children are under the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate.
- 16.2 Where an employee is required to use her / his personal automobile in the performance of her/his duties, she / he will be reimbursed for operating expenses at the Internal Revenue Service (IRS) rate for that year per mile traveled. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties.
- 16.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) after the regular scheduled work period, it shall be considered sufficient time for voting.
- 16.4 The Public Employer agrees to provide employees with a basic life insurance program under the present group program of Neptune Beach equal to, or greater than the amount of the employees' annual base salary, with benefits and premiums as established by the contract with the current carrier at no cost to the employee. The employee may purchase additional coverage under this policy at her/his option and expense, under the same benefit and premium as the coverage paid by the Public Employer.
- 16.5 The Public Employer agrees to provide comprehensive health coverage for each employee at no expense to the employee. In addition, the Employer agrees to pay fifty (50%) percent of the cost for dependent's

coverage under the same plan covering the employees for the three (3) year term of this contract. The Employer agrees to provide thirty (30) days written notice to the Union of any increase in premiums or any change in benefits which would affect Employees' in the bargaining unit. Upon receipt of the written notice, the Union shall have the right to reopen Article 16.5 for the purpose of negotiations. Negotiations shall begin within thirty (300) days of a written request from the Union.

- 16.6 The Public Employer will deduct and transmit bi-weekly to the Northeast Florida Public Employees PAC Fund five (5) cents for each hour worked from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee. The Public Employer shall deduct an administrative fee of 1/10th of 1% (.001) from the amount to be transmitted.
- 16.7 The Public Employer will deduct and transmit monthly to the Northeast Florida Public Employees Group Legal Plan, ten dollars (\$10.00) from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee.
- 16.8 An employee may revoke his authorization for deduction of PAC Fund or the Group Legal Plan, provided the employee gives thirty (30) days' notice to the employee organization and the Public Employer by written notice. The Public Employer shall terminate such deductions on the pay date immediately following the expiration of the thirty (30) day notice period.
- 16.9 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any deduction for the PAC Fund or Group Legal Plan.

- 16.10 The Employer agrees to provide a payroll deduction process that is available to employees in the bargaining unit for various group plans. These group plans administered by the Agent of Record so designated by the Union. The Employer may assess an administrative charge not to exceed six (6) cents per deduction, per payroll. The Union agrees to indemnify and hold the Employer harmless against any lawsuits brought against the Employer as a result of this payroll process, and the Employer assumes no liability to or for the Unions Agent of Record.

ARTICLE 17 - SAFETY AND HEALTH

- 17.1 The Public Employer agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Public Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Public Employer in accordance with established safety practices. Such practices may be improved from time to time by the Public Employer upon recommendation of the Union. Such protective devices, apparel, and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices, shall be just cause for disciplinary action.
- 17.3 Clean and adequate restroom facilities, including showers, shall be provided at the discretion of the Public Employer. If within the discretion of the Public Employer, an employee from a work incident is required to change clothing, he may be allowed leave with pay to do so.
- 17.4 No employee shall be directed to operate unsafe equipment or to perform unsafe acts.
- 17.5 The Public Employer agrees to provide first-aid kits to be accessible to employees. The Public Employer agrees to provide transportation for employees to and from medical facilities if an injury on the job requires such transportation.
- 17.6 The Public Employer agrees to furnish, at no cost to the employee, safety vests, steel-toed shoes, water repellant boots, and work gloves, where necessary. The Public Employer agrees to continue to provide all employee's with uniforms for their protection. No employee shall be directed to perform work in any rain or water without the proper wearing apparel which will be furnished by the Public Employer.

Whenever uniforms are provided for the employees, such uniforms must be worn at all times when on duty, and the Union agrees that willful neglect and failure by an employee to properly wear such uniforms shall be just cause for disciplinary action.

- 17.7 After initial employment with the Employer, in those activities where safety shoes are required to be worn, the City ~~will~~will furnish each employee two (2) pairs of ~~steel-toed~~ANSI Z41, or ASTM F2413 compliant footwear~~shoes~~. Thereafter, the City will reimburse employees up to \$200.00 towards the purchase of replacement ANSI Z41, or ASTM F2413 compliant footwear~~steel-toed shoes every other year or \$150.00 per year~~. The replacement of ANSI Z41, or ASTM F2413 compliant footwear~~steel-toed shoes~~ will normally be limited to one (1) pair a year. The replacement of more than one (1) pair of ANSI Z41, or ASTM F2413 compliant footwear~~steel-toed shoes~~ during the year will be at the discretion of the City. Employees are required to produce a receipt and comply with applicable policies and procedures for reimbursement.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each work location where the employees are required to report for work assignments. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Public Employer.

18.2 The Union agrees that it shall use space on bulletin boards provided for in Section 18.1 above, only for the following purposes:

Notices of Union Meetings

Union Elections

Reports of Union Committees Rulings and

Policies of the Union

Recreational and Social Affairs of the Union Notices
of Public Bodies

18.3 No material, notices, or announcements shall be posted by the Union which contains anything political or controversial, or anything adversely reflecting upon Neptune Beach, its agencies, its employees, or any labor organization among its employees. Any proven violation of this Section by the Union shall entitle the Public Employer to cancel immediately the provisions of this Section and to remove that bulletin board or the partial use thereof.

ARTICLE 19 - Reserved

ARTICLE 20 –MILITARY LEAVE

- 20.1 Leave of absence and re-employment rights of employees inducted into the military service shall be as contained in Title 38, U.S.C., Section 2021, effective December 3, 1974, and as the same may be amended from time to time.
- 20.2 Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual military training periods, shall be allowed not more than seventeen (17) consecutive calendar days to attend such training periods. Such training leave may be deducted from annual vacation leave at the request of the employee. Such leave shall not result in loss of seniority or benefits. Employees requesting this annual military training leave are responsible for notifying their supervisors as soon as possible of the dates for such training periods and for providing an official set of orders.
- 20.3 Employees who are members of the reserve components mentioned above, and who are required to attend regularly scheduled training assemblies throughout the year, may, upon due notice and request, apply for vacation leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

ARTICLE 21 — SEVERABILITY

- 21.1 In the event any Article, Section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the court's decision, and upon issuance of such decision, the Public Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 22 - SAVINGS CLAUSE

- 22.1 The Public Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.
- 22.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit, shall apply to the extent that they are not in conflict with the provisions of this Agreement.

ARTICLE 23 - TIME CLOCKS

- 23.1 The Public Employer, in its sole discretion, may employ time clocks for control and pay purposes. The time clock procedures shall be applied uniformly at each reporting location.

ARTICLE 24 - SENIORITY

- 24.1 Seniority shall be defined as the length of continuous employment with the City of Neptune Beach. Seniority shall be acquired by a full-time employee after satisfactory completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.
- 24.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the City of Neptune Beach.
- 24.3 Any employee with one (1) year or more of service, who is laid off for any reason other than cause as defined in Article 9 of this Agreement, shall receive severance pay in the amount of wages for ten (10) working days.
- 24.4 Whenever an employee is demoted to a position for which he is qualified, he shall receive the salary performance level in that lower range which provides either no decrease or the smallest decrease in pay, if the action is not for cause as outlined in Article 9 of this Agreement.
- 24.5 In regard to overtime and vacation, seniority will be defined as the length of continuous time in any specific classification. If an employee is involuntarily transferred from one department to another in the same classification, he shall carry with him both the City and job seniority that he has already acquired.
- 24.6 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period.

24.7 Seniority shall be broken when an employee:

- (a) Resigns;
- (b) Is discharged for just cause;
- (c) Exceeds an authorized leave of absence.

ARTICLE 25 - JOB QUALIFICATIONS AND PROMOTIONS

- 25.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted in advance on all bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting.
- 25.2 Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. The qualified employee with the greatest seniority shall be promoted.
- 25.3 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Appendix A for which funds have been appropriated).
- 25.4 Whenever a vacancy exists, the position will be posted at least five (5) working days in advance on the appropriate bulletin boards at each work reporting location. Employees desiring to be considered for such vacancy shall make written application for the position on forms provided by the Public Employer no later than 5:00 PM on the closing date set forth on the promotional announcement.
- 25.5 The appropriate department head shall make all determinations of the qualifications of the applicants applying for promotion. Among those employees determined to be qualified to perform the work required, the employee determined by the Public Employer through the use of an objective testing criteria to be the best qualified shall be appointed to the position. In the event of more than one current employee having equal scores or in the event that objective testing is not used, the employee with the greatest seniority shall be appointed to the position.
- 25.6 Any employee that feels he was unjustly passed over for promotion, shall have the right to appeal his rejection through the grievance procedure starting with Step III.

ARTICLE 26 - RESERVED

ARTICLE 27 - WORK POLICIES

27.1 The Public Employer agrees to provide all employees of the bargaining unit with written copies of any proposed work policies and/or rules formulated and adopted after the effective date of this Agreement. The Public Employer further agrees, where possible, to send a written copy to the Union at least ten (10) days prior to the effective date of such policy and/or rule. It is agreed that work policies and rules shall not conflict or exert precedence over this Agreement. All policies and procedures shall be applied uniformly and consistently throughout the bargaining unit.

27.2 Drug Testing Policy-*Drugs To Be Tested For*

It is the intent of the Public Employer and the Union, that the City of Neptune Beach be a "Drug Free Workplace".

When drug and alcohol screening is required under the provisions of the Section, urinalysis test will be given to detect the presence of the drug groups listed below.

The following cutoff levels shall be used for the first specimen screening. All levels equal to or exceeding these levels shall be reported as positive:

- A. Alcohol (Ethyl) 0.04 g%
- B. Amphetamines (e.g., Speed) 1,000 mg/ml
- C. Barbiturate (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital) 300 mg/ml
- D. Cocaine 300 mg/ml
- E. Methaqualone (e.g., Quaalude) 300 mg/ml
- F. Opiates (e.g. Codeine, Heroin, Morphine, Mydromophone, Hydrocodone) 300 Mg/ml
- G. Phencyclidine (PCP) 25 Mg/ml
- H. THC (Marijuana) 100 Mg/ml

27.3

Job Applicant Testing: General Standard

All applicants for employment will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment. Any applicant who refuses to consent to a drug and alcohol test will be denied employment with the City. Job applicants will be denied employment with the City if their initial tests reflect the presence of drugs or alcohol above the prescribed limits.

27.4

Current Employee Testing: General Standard

A. The Public Employer may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts, which an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. A work-related accident involving personal injury or property damage which could result in liability of or loss to the Employer;
3. Direct observation of drug or alcohol use;
4. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate department head or designee, with a copy to the Union. The employee shall be informed by the department head that he has a right to confer with a union representative prior to an exam being administered, however, the absence of an available union representative shall not preclude the Public Employer with proceeding with testing after a reasonable effort has been made to contact a union representative.

27.5

Supervisor Training

The Public Employer shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use, as well as knowledge of the availability of referral and treatment services.

27.6

Prior Notice of Testing Policy

The Public Employer shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information.

- A. The need for drug and alcohol testing.
- B. The circumstances under which testing may be required.
- C. The procedures for confirming an initial positive drug test result.
- D. The consequences of a confirmed positive test result.
- E. The consequences of refusing to undergo a drug and alcohol test.
- F. The right to explain a positive test result and the appeal procedures available.
- G. The availability of drug abuse counseling and referral services.

27.7

Consent

- A. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of test results to those city officials whose job requires direct access to such information. The consent form shall provide space for employees to acknowledge that they have been notified of the Public Employer's drug testing policy and to indicate current or recent use of prescription or over-the-counter medications.

B. The consent form shall also set forth the following information:

1. The procedure for confirming an initial positive test result.
2. The consequences of a confirmed positive test result.
3. The right to explain a confirmed positive test result.
4. The consequences of refusing to undergo a drug and alcohol test.

27.8 *Refusal to Consent:*

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified is subject to disciplinary action up to and including termination. The reason (s) for the refusal shall be considered in determining the appropriate disciplinary action.

27.9 *Confirmation of Test Results*

- A. An employee whose drug test yields a positive result shall be given a second test using a gas chromatography/mass spectrometry (GC\MS) test. The second test shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.
- B. If the second test confirms the positive test result, the employee shall be notified of the result in writing by the appropriate department Head or designee; the particular substance found and its concentration level.

The following cutoff levels shall be used for the confirmation screening. All levels equal to or exceeding these levels shall be reported as positive:

1.	Alcohol (Ethyl)	0.04 g%
2.	Amphetamines (e.g., Speed)	500 mg/ml
3.	Barbiturates (e.g., Am barbital, But barbital, Phenobarbital, Secobarbital)	150 mg/ml
4.	Cocaine	150mg/ml
5.	Methaqualone (e.g., Quaalude)	150mg/ml
6.	Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)	300 mg/ml
7.	Phencyclidine (PCP)	25 mg/ml
8.	THC (Marijuana)	15 mg/ml

- C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory accredited by the Joint Commission Accreditation of Hospitals (JCAH).

27.10 Consequences of a Confirmed Positive Test Result

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include the employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. No disciplinary action may be taken against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through an approved Employee Assistance Program (EAP), and thereafter refrain from violating the Public Employer's policy on drug and alcohol abuse.

27.11 *The Right To A Hearing*

- A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within fifteen (15) days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel and/or a union representative, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.
- B. No adverse personnel action may be taken against an employee based on a confirmed positive drug test result unless and until the City Manager finds by a preponderance of the evidence that:
 - 1. The employee's supervisor had reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.
 - 2. The employee's drug test results are accurate.
- C. Within twenty (20) days following the close of the hearing, the City Manager shall issue a written decision and a brief summary of the facts and evidence supporting that decision.

27.12 *EAP Referral*

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the Public Employer shall meet with the employee in private and refer the employee to an Employee Assistance Program (EAP) for assessment, counseling, and rehabilitation. Participation in an EAP is mandatory and disciplinary action may be taken against an employee for failure to begin or complete an EAP program. If the employee accepts the offer of rehabilitation, he or she may be placed on leave status until medically cleared to return to work. If employee refuses or fails to participate, it shall be grounds for immediate termination. Upon return to work, the employee will be placed on probation for one (1) year. The probation will include random drug screens, expectation to meet all other job requirements, and encouragement to participate in an EAP Health Maintenance/Relapse Prevention Program. Disciplinary action based on a violation of the Public Employer's drug and alcohol policy is automatically suspended by the employee's participation in an EAP during the first confirmed incident. However, discipline may be reinstated at a later date if such employee incurs a second confirmed incident during the one (1) year probation period.

27.13 *Confidentiality of Test Results*

All information from an employee's drug and alcohol test is confidential and shall be treated as medical records. Only those whose job requires direct access to such information are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory or the City Manager.

27.14 *Privacy In Drug Testing*

Urine samples shall be collected in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Employees and applicants will be given hospital gowns to wear while they are providing these samples in order to ensure

that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of test samples.

27.15 *Laboratory Testing Requirements*

The first test and the confirmation test for drug and alcohol testing of employees and applicants shall be conducted at a JCAH accredited medical facility/laboratory selected by the Public Employer. To be considered as a testing site, a medical facility or laboratory must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the Public Employer in selecting a testing facility include:

- A. Proof of certification (JCAH)
- B. Testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering.
- C. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
- D. Chain-of-custody procedures which ensure proper identification, labeling, and handling of test samples.
- E. Retention and storage procedures which ensure reliable results on confirmatory tests of original samples.
- F. Provide assurances that the Laboratory will maintain confidentiality of records.

Infectious Disease Control

27.16 *Reserved.*

27.17 *Reserved.*

27.18 *Reserved.*

27.19 *Reserved.*

27.20 *Reserved.*

27.21 *Training and Education*

The City of Neptune Beach shall provide educational programs regarding AIDS and other infectious diseases utilizing public health sources, for example, HRS. The programs will include, but not be limited to, handling of injuries and exposure of bodily fluids.

ARTICLE 28 - ENTIRE AGREEMENT

- 28.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Public Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed in any way to restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 28.2 This Agreement, upon approval and ratification, shall be effective on October 1, ~~2020~~16, and shall remain in full force and effect through September 30, ~~2023~~19.
- 28.3 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing. It is mutually understood by both parties that negotiations should begin by June 1st of that same year. However, both parties agree that failure to provide written notice by June 1st shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations. That failure to provide written notice by June 1st shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations.

Appendix A - Neptune Beach Pay Plan 10/1/202016 - 9/30/202318

	Pay	Salary Range			Salary Range Hourly		
	Grade	Min	Mid	Max	Min	Mid	Max
Laborer I	101	21,840.00	27,300.00	38,220.00 42,042.00	10.50	13.13	18.38 20.22
Stormwater Laborer I	101	21,840.00	27,300.00	38,220.00 42,042.00	10.50	13.13	18.38 20.22
Utility Laborer I	101	21,840.00	27,300.00	38,220.00 42,042.00	10.50	13.13	18.38 20.22
Cashier I	102	22,932.00	28,665.00	40,131.00 44,144.10	11.03	13.78	21.22 19.29
Inventory Clerk	102	22,932.00	28,665.00	40,131.00 44,144.10	11.03	13.78	19.29 21.22
Laborer II	103	24,078.60	30,098.25	42,137.55 46,351.31	11.58	14.47	20.26 22.29
Stormwater Laborer II	103	24,078.60	30,098.25	42,137.55 46,351.31	11.58	14.47	20.26 22.29
Utility Laborer II	103	24,078.60	30,098.25	42,137.55 46,351.31	11.58	14.47	20.26 22.29
Wastewater Treatment Trainee	103	24,078.60	30,098.25	42,137.55 46,351.31	11.58	14.47	20.26 22.29
Cashier II	104	25,282.53	31,603.16	44,244.43 48,668.88	12.16	15.19	21.27 23.40
Backflow Prevention	105	26,546.66	33,183.32	46,456.65 51,102.32	12.76	15.95	22.33 24.57
Carpenter	105	26,546.66	33,183.32	46,456.65 51,102.32	12.76	15.95	24.57 22.33
Meter Reader	105	26,546.66	33,183.32	46,456.65 51,102.32	12.76	15.95	22.33 24.57
Stormwater Operator	107	29,267.69	36,584.61	51,218.46 56,340.31	14.07	17.59	24.62 27.08
Admin. Assistant to Building Official	108	30,731.07	38,413.84	53,779.38 59,157.32	14.77	18.47	25.86 28.45
Administrative Assistant	108	30,731.07	38,413.84	53,779.38 59,157.32	14.77	18.47	25.86 28.45
Crew Chief	108	30,731.07	38,413.84	53,779.38 59,157.32	14.77	18.47	25.86 28.45
Mechanic	109	32,267.63	40,334.53	56,468.35 62,115.18	15.51	19.39	29.86 27.15
Lift Station Mechanic	109	32,267.63	40,334.53	62,115.18 56,468.35	15.51	19.39	29.86 27.15
Pump Mechanic	109	32,267.63	40,334.53	62,115.18 56,468.35	15.51	19.39	29.86 27.15
Water/Wastewater Operator	109	32,267.63	40,334.53	62,115.18 56,468.35	15.51	19.39	27.15 29.86
Utility Billing Supervisor/IS Admin	112	37,107.77	46,384.71	64,938.60 71,432.46	17.84	22.30	31.22 34.34
Code Enforcement Admin.	112	37,107.77	46,384.71	64,938.60 71,432.46	17.84	22.30	31.34 34.22
Maintenance Technician	112	37,107.77	46,384.71	71,432.46	17.84	22.30	34.34
Lead Operator	113	40,818.55	51,023.19	78,575.70 71,432.46	19.62	24.53	34.34 37.77

Parks & Streets Supervisor	113	40,818.55	51,023.19	78,575.70 71,432.46	19.62	24.53	34.34 37.77
Supervisor Distribution & Collection	113	40,818.55	51,023.19	71,432.46 78,575.70	19.62	24.53	34.34 37.77
Plants Division Supervisor	114	44,900.40	56,125.50	78,575.70	21.59	26.98	37.78
<u>Maintenance Supervisor</u>	<u>115</u>				<u>21.59</u>	<u>30.34</u> <u>26.98</u>	<u>37.77</u>

SIGNATURE PAGE

IN WITNESS WHEREOF, that parties have set their
signatures this ____ day of September, 202016.

FOR THE UNION:

FOR THE PUBLIC EMPLOYER:

Ronnie Burris
M.P.A.
Local 630 President

~~Andrew E. Hyatt~~Stefen A.B. Wynn,
City Manager

~~Mark Greenwood~~
Local 630

~~Patrick Krechowski~~Zachary Roth
City Attorney

Michael Johnson
CMC
Local 630

~~Amanda Askew~~Catherine Ponson,
Acting City Clerk

John Lewis
Local 630

(City Seal)

~~Jeff Paul~~Paul Williams

Local 630

Approved by City Council,
September __, 202016

~~Piper Turner~~Angie Bridges

Local 630

~~Harriet Pruet~~Elaine Brown, Mayor