



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JANUARY 2, 2019
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Anthony Daniel of Macedonia A.M.E. Church.

4. PRESENTATIONS

4.1 **PRESENTATION - FERNANDINA BEACH FIRE DEPARTMENT & IAFF LOCAL 2836** - *Members of the Fernandina Beach Fire Department & IAFF Local 2836 will present checks to the Muscular Dystrophy Association, as a result of the Guns & Hoses Softball Tournament & Fill the Boot campaign that took place in December 2018.*

4.2 **PRESENTATION - CITY MANAGER MULTI-RATER ASSESSMENT** - *Ms. Cindy Jacoby of Biz Help Consulting will provide a presentation of City Manager Dale L. Martin's Multi-Rater Assessment.*

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA

6. CONSENT AGENDA

6.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - December 4, 2018; Canvassing Board Meeting - December 11, 2018; and Canvassing Board Meeting - December 19, 2018.*

6.2 **RELEASE OF LIEN - 818 SAN FERNANDO ST - RESOLUTION 2019-01 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Releases the Code Enforcement and Appeals Board liens on the property located at 818 San Fernando Street.*

6.3 **RELEASE OF LIEN - 1016 BROOME ST - RESOLUTION 2019-02 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Releases the Code Enforcement and Appeals Board liens on the property located at 1016 Broome Street.*

6.4 **RELEASE OF LIEN - 1504 BROOME ST - RESOLUTION 2019-03 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Releases the Code Enforcement and Appeals Board liens on the property located at 1504 Broome Street.*

- 6.5 **RELEASE OF LIEN - 412 S 13TH TERRACE** - RESOLUTION 2019-04 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Releases the Code Enforcement and Appeals Board liens on the property located at 412 S 13th Terrace.*

7. RESOLUTION

- 7.1 **AGREEMENT AMENDMENT - AMELIA RIVER EXCURSIONS, INC.** - RESOLUTION 2019-05 APPROVING AN AMENDMENT TO THE LONG-TERM LEASE AT FERNANDINA HARBOR MARINA FOR AMELIA RIVER EXCURSIONS, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves an amendment to the lease agreement with Amelia River Excursions, Inc. at the Fernandina Beach Harbor Marina.*

8. RESOLUTION - Quasi-Judicial - Public Hearing

- 8.1 **HISTORIC DISTRICT COUNCIL APPEAL – PAGE** – RESOLUTION 2018-190 (APPROVING OR DENYING) APPEAL FILED BY JOHN COTNER, AGENT FOR DAVID AND KIM PAGE, REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2018-43, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves or denies the appeal filed by John Cotner, agent for David and Kim Page for HDC Case #2018-43.*

9. CITY COMMISSION DISCUSSION / DIRECTION

- 9.1 **EVALUATION AND APPRAISAL REPORT (EAR)** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

-
- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A “REQUEST TO SPEAK” FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.

- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Fernandina Beach Fire Department & IAFF Local 2836

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Chief Ty Silcox & members of the Fernandina Beach Fire Department's B-Shift will present two checks to Jasmyne Ellison-Stanley, representative of the Muscular Dystrophy Association, as a result of the Guns & Hoses Softball Tournament & Fill the Boot Campaign that took place in December 2018. Members of the Nassau County Sheriff's Office, Fernandina Beach Police Department, and Nassau County Fire-Rescue may also be present, as they each filled a team with volunteers for tournament participation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Ty Silcox, Fire Chief	12/12/2018
Dale Martin, City Manager	12/18/2018

Date: December 12, 2018

Submitted By: Kaleigh Simmons, Administrative Coordinator

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
 City Manager Multi-Rater Assessment

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Ms. Cindy Jacoby of Biz Help Consulting will provide a presentation of City Manager Dale L. Martin's Multi-Rater Assessment (a five-year requirement to maintain his professional certification).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 12/21/2018

Date: November 20, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

SYNOPSIS: The following minutes are attached for the City Commission's review and consideration for approval.

City Commission Regular Meeting	December 4, 2018
Canvassing Board Meeting	December 11, 2018
Canvassing Board Meeting	December 19, 2018

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	12/20/2018
Dale Martin, City Manager	12/21/2018



Date: December 12, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, December 4, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Chip Ross and Roy G. Smith. Also present was City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by Reverend James Tippins, Baptist Medical Center Senior Chaplain.

4.1 PRESENTATION: Fernandina Beach Main Street Program Director Ms. Arlene Filkoff provided a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion).

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: No individuals spoke to this item.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the following meetings were submitted for approval: Regular Meeting of July 3, 2018; Regular Meeting of July 17, 2018; Special Meeting of July 31, 2018; Regular Meeting of August 7, 2018; Workshop Meeting of August 13, 2018; Regular Meeting of August 21, 2018; Special Meeting of September 4, 2018; Regular Meeting of September 4, 2018; Special Meeting of September 18, 2018; Regular Meeting of September 18, 2018; Workshop of September 25, 2018; and the Regular Meeting of October 2, 2018. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-172 AUTHORIZING THE CITY ATTORNEY TO ENGAGE POOLE & POOLE, P.A. AS ADDITIONAL OUTSIDE LEGAL COUNSEL IN FISCAL YEAR 2018/2019 FOR CONFLICTS AND CODE BOARD: According to the agenda support documents Resolution 2018-172 authorizes the addition of Poole & Poole, P.A. to the approved list of outside legal counsel. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-172. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CHANGES TO THE AGENDA: **Commissioner Ross made a motion to consider an emergency Resolution be added to the agenda, seconded by Vice Mayor Kreger, to discuss the acquisition of purchasing two properties totaling approximately 7.5 acres of land located on North 11th Street for conservation. After some discussion among the Commissioners vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Ms. Trudie Richards, 409 Georgia Avenue, a member of the Amelia Island Tree Conservancy and a member of the leadership vestry of St. Peter's Episcopal Church who owns the property being discussed. In her opinion, the optimal scenario would be for the City to purchase the property for preservation as development has become rampant.

City Attorney Bach read the Resolution into the record as follows: “A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, APPROVING THE NORTH FLORIDA LAND TRUST TO ACT AS THE AGENT FOR THE CITY OF FERNANDINA BEACH IN THE NEGOTIATION FOR PURCHASE OF APPROXIMATELY 7.5 ACRES OF VACANT LAND LOCATED ON NORTH 11TH STREET AND NORTH 12TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has an interest in the preservation of its natural resources, its urban tree canopy and historic and aesthetic character, which will drive it to consider the acquisition of land in the interest of those preservation efforts from time to time; and

WHEREAS, two properties, approximately 7.5 acres located on North 11th Street and North 12th Street also known as parcel ID#’s 00-00-31-1800-0217-0010 and 00-00-31-1800- 0217-0060 (herein after known as “the Properties”, which are vacant parcels containing natural resources such as wildlife and native trees and vegetation within the City of Fernandina Beach; and

WHEREAS, the North Florida Land Trust, Inc. is a 501(c)(3) charitable non-profit with the mission of “preserving the natural areas, historic resources and working lands of North Florida”, and in pursuit of its mission it regularly negotiates and acquires real estate, and has either acquired or facilitated the acquisition of more than 18,000 acres of natural preserved land in North Florida; and

WHEREAS, the North Florida Land Trust, Inc. has expressed an interest in facilitating the acquisition of the Properties on the City of Fernandina Beach’s behalf, and in financing the purchase in an amount up to 50% of the current listing price for the Properties; and

WHEREAS, the City Commission believes it is in the best interest of the City to authorize the North Florida Land Trust, Inc. to act on behalf of the City to negotiate purchase and sale contracts for the purchase of one or both of the Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the North Florida Land Trust, Inc. to acquire appraisals and conduct other due diligence necessary in determining the Properties’ suitability for purchase, and to negotiate purchase and sale contracts for the Properties in coordination with the City Manager and City Attorney to be presented to the City Commission for its consideration in the near future.

SECTION 2. The City Manager and City Attorney are hereby authorized to execute agreements which may be necessary with the North Florida Land Trust, Inc. to memorialize the terms and conditions of this agent relationship for the purpose of acquiring conservation land as described above.

SECTION 3. This Resolution shall take effect immediately upon passage.”

Ms. Teresa Prince, Esquire, 306 Ash Street, with the law firm of Tomassetti and Prince, represents a trust that is interested in investing in the North Florida Land Trust which could be fortuitous for the City should the Resolution be passed.

North Florida Land Trust Land Protection Director Mr. Marc Hudson, 138 Gilmore Street, Jacksonville, gave a detailed description of the process for becoming the agent for land trust donation interest.

7.1 RESOLUTION 2018-173 APPROVING A NON-EXCLUSIVE VOLUNTARY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY; AUTHORIZING APPLICATIONS AND LEVY OF ASSESSMENTS; PROVIDING FOR AUTHORIZATION OF CITY OFFICIALS: According to the agenda support documents Resolution 2018-173 approves a non-exclusive voluntary membership agreement with the Florida Green Finance Authority.

Ms. Natalie Schneider, 8112 North Barrow Court, Lake Shores, Florida Government Affairs Director for Renew Financial, gave an explanation of how the PACE (Property Assessed Clean Energy) program works and was available to answer questions.

The Commissioners discussed their knowledge of the program and gave suggestions as to how to communicate it to city residents. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-173. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2018- 174 ACCEPTING A DEED OF DEDICATION FROM THOMAS E. RAY AND ANN V. SHUMAN FOR 1.0 ACRE OF LAND TO BE USED ONLY FOR PUBLIC CONSERVATION: According to the agenda support documents Resolution 2018-174 accepts a Deed of Dedication for land on Robert Oliver Avenue to be used exclusively for conservation. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-174. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-175 ACCEPTING A QUITCLAIM DEED FOR PROPERTY OWNED BY RAYONIER PERFORMANCE FIBERS, LLC FOR DEDICATION TO THE CITY FOR THE PURPOSE OF CONSERVATION AND RECREATION; RECOGNIZING RAYONIER PERFORMANCE FIBERS, LLC FOR ITS CONTRIBUTION TO CONSERVATION AND RECREATION: According to the agenda support documents Resolution 2018-175 accepts a quitclaim deed for two parcels of property currently owned by Rayonier Performance Fibers, LLC.

Rayonier Advanced Materials General Manager Mr. C.A. McDonald, 94250 Summer Breeze Drive, commented the land is more valuable to the community than to Rayonier. Mayor Miller thanked Mr. McDonald and Rayonier for the generous donation. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-175. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-176 APPROVING THE ADDITION OF ONE SEASONAL/TEMPORARY POSITION, INCREASING THE CITY'S FULL TIME HEADCOUNT TOTAL BY ONE; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2018-176 approves increasing the budgeted headcount by one seasonal/temporary position and approves a budget transfer of \$88,450 for salary and wages associated with the costs of a Project Manager during the construction phase which is currently budgeted in the Marina Building account.

Mr. Paul Lore, 2794 Longboat Drive, asked for clarification of the Project Manager and his scope of duties and expressed concern for future marina projects.

City Manager Martin stated the recently hired Project Manager is solely overseeing the southern basin and southern attenuator. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-176. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2018-177 APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN AMELIA RIVER EXCURSIONS, INC. AND THE CITY OF FERNANDINA BEACH FOR PERMANENT SLIPS AND LAND FOR A TICKET KIOSK AT THE FERNANDINA BEACH HARBOR MARINA: According to the agenda support documents Resolution 2018-177 approves a lease agreement with Amelia River Excursions, Inc. at the Fernandina Beach Harbor Marina.

Ms. Teresa Prince, Esquire, 306 Ash Street of the Tomassetti and Prince law firm gave a brief overview of the terms of the lease and proposal to change items.

Mr. Kevin McCarthy, 2220 Florida Avenue, owner and operator of Amelia River Cruises spoke on his company's behalf, gave a brief history and highlighted the positive impact his company has on the City of Fernandina Beach.

A discussion ensued amongst the Commission as to the terms of the lease.

Captain Scott Stewart, 2485 High Rigger Road operates a business at the marina and would like a lease with the same conditions stating he does not want to be discriminated against because of the size of his business.

A motion was made Commissioner Ross to approve the lease as written with two exceptions, seconded by Vice Mayor Kreger to approve Resolution 2018-177. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Ross:	Aye
Commissioner Chapman:	Aye
Commissioner Smith:	Nay
Vice Mayor Kreger:	Aye
Mayor Miller:	Aye

Motion carried.

7.6 RESOLUTION 2018-178 APPROVING THE LEASE AGREEMENT BETWEEN FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF FERNANDINA BEACH: According to the agenda support documents Resolution 2018-178 approves a lease agreement with FIND to use a parcel of land for processing dredging material. ***The consensus of the Commission was to postpone Resolution 2018-178 to the December 18, 2018 City Commission Regular Meeting.*** A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to

postpone Resolution 2018-178. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Ross:	Aye
Commissioner Chapman:	Aye
Commissioner Smith:	Nay
Vice Mayor Kreger:	Aye
Mayor Miller:	Aye

Motion carried.

8.1 SECOND READING ORDINANCE 2018-41 AMENDING THE MASTER FEE SCHEDULE AS RELATED TO SANITATION FOR THE REMAINDER OF FY 2018/2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents this Ordinance 2018-41 approves the amended Master Fee Schedule as related to Sanitation Fees for Fiscal Year 2018/2019. City Attorney Bach read Ordinance 2018-41 amending the master fee schedule as related to sanitation for the remainder of fiscal year 2018/2019; providing for severability; and providing for an effective date.

The public hearing was opened at this time and there being no comments from the floor the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-41. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 SECOND READING ORDINANCE 2018-42: City Attorney Bach read Ordinance 218-42 by title only which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE IV, WEEDS AND WILD GROWTH, OF THE CODE OF ORDINANCES; BY AMENDING THE TITLE OF THE ARTICLE TO “CLEANING OF LOTS; MAINTENANCE OF STRUCTURES”; BY AMENDING SECTION 42-116 TO CHANGE HEADING TO “DUTY TO MAINTAIN PROPERTY” AND CLARIFYING DUTY; BY AMENDING SECTION 42-117 TO “EXTERIOR STRUCTURES” AND CLARIFYING DUTY TO MAINTAIN EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-118 TO CHANGE HEADING TO “COMPONENT SERVICEABILITY” AND REQUIRING COMPONENTS SUPPORTING STRUCTURES TO BE MAINTAINED; BY AMENDING SECTION 42-119 TO CHANGE HEADING TO “RUBBISH AND GARBAGE” AND PROHIBITING ACCUMULATION OF GARBAGE ON EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-120 TO CHANGE HEADING TO “PEST ELIMINATION” AND REQUIRING ELIMINATION OF PESTS; BY CREATING SECTION 42-121 “VACANT STRUCTURES AND LAND” AND REQUIRING MAINTENANCE OF VACANT LAND; BY CREATING SECTION 42-122 “SWIMMING POOLS” AND REQUIRING POOLS BE MAINTAINED AND SANITARY; BY CREATING SECTION 42-123 “WATER AND ELECTRIC SERVICE” AND REQUIRING STRUCTURES BE CONNECTED; BY CREATING SECTION 42- 124 “AUTHORITY TO INSPECT PREMISES” AND PROVIDING FOR CITY INSPECTIONS; BY CREATING SECTION 42-125 “NOTICE TO CORRECT VIOLATIONS” AND PROVIDING FOR NOTICE; BY CREATING SECTION 42-126 “RIGHT TO APPEAL”; BY CREATING SECTION 42-127 BY

PROVIDING FOR “IMPOSITION OF LIEN AGAINST PROPERTY BY CITY”; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-42 makes substantial changes to the Chapter 42, Article IV, of the Code of Ordinances to provide more guidance to property owners and City officials regarding the standards for cleaning of lots and maintenance of structures throughout the City.

The public hearing was opened at this time.

Ms. Julie Ferreira, 501 Date Street, has concerns with Code Enforcement officers patrolling poor neighborhoods and requested non-profits work with underprivileged so as not to be subjected to monetary fines that could culminate in forcing residents out of their homes.

City Attorney Bach clarified Code Enforcement officers patrol all neighborhoods, focusing on the most extreme negligent cases and stated homesteaded owners cannot be forced out of residences. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-42. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 SECOND READING ORDINANCE 2018-43: City Attorney Bach read Ordinance 2018-43 by title only which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING CHAPTER 58, OFFENSES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 58-9, USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS; EXCEPTIONS; BY ADDING SECTION 58-10, CAMPING PROHIBITED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-43 amends Chapter 58 of the City Code pertaining to camping on public property except with a City issued permit. ***The consensus of the Commission was to table Ordinance 2018-43 pending a Supreme Court case decision. A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to table Ordinance 2018-42. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.***

9.1 FACILITY RENTAL FEE WAIVER - DR. MARTIN LUTHER KING JR. RECREATION CENTER: This item is placed on the agenda at the request of Mayor Miller who suggested a policy be crafted for waiving facility rental fees for 100-year-old residents. Vice Mayor Kreger suggested the City also consider waiving fees for other similar communal events.

9.2 UTILIZE MONETARY FINES COLLECTED BY THE CODE ENFORCEMENT AND APPEALS BOARD TO FUND THE ACQUISITION OF CONSERVATION LANDS: This item is placed on the agenda at the request of Commissioner Chapman who reasoned that because the funds collected are not budgeted it would be advantageous to use the funds to purchase land for conservation.

Commissioner Ross attends most Code Enforcement and Appeal Board meetings and gave an accounting of recently collected finds and suggested creating a fund to help clean up economically challenged areas.

City Manager Martin added that the funds could easily be incorporated into this year or next year's budget. City Attorney Bach reported foreclosure proceedings will begin after January 1 on the defunct Taylor Rental property on 8th St.

CITY MANAGER REPORTS:

CONDOLENCES: City Manager Martin offered condolences on the recent passing of former U.S. President George H.W. Bush.

BEST WISHES: City Manager Martin extended best wishes for a speedy recovery to Building Official Jud Allen.

CONGRATULATIONS: City Manager Martin congratulated the Council on Aging on their new facility and recent dedication.

EVENTS: City Manager Martin reminded all of the annual downtown Dickens Festival December 7- 9 and the annual Guns and Hoses Softball Tournament fundraiser between the City Fire and Police Departments.

CITY ATTORNEY REPORTS:

MARINA: City Attorney Bach recognized the City's recent hiring of the project manager for the marina project who has produced immediate visible, valuable results.

FAREWELL: City Attorney Bach bid farewell to outgoing Commissioner Roy G. Smith and thanked him for his service, caring nature and character.

ELECTION: City Attorney Bach encouraged all to vote on Tuesday December 11th.

RECOGNITION: City Attorney Bach recognized Commissioner Chip Ross for his dedicated work culminating in the Rayonier land contribution to the City.

PROGRESS: City Attorney Bach remarked the City of Fernandina Beach is "booming" and subsequently work and progress can appear slow but is in fact productive.

CITY CLERK REPORTS:

ELECTION: City Clerk Best reported the Runoff Election Canvassing Board Meeting is Wednesday December 5th 2pm at the James S. Page Governmental Complex in Yulee. The 2018 Runoff Election is Tuesday December 11th.

THANK YOU: City Clerk Best thanked outgoing Commissioner Roy G. Smith for his dedicated service to the city and its citizens for the past three years.

MAYOR/COMMISSIONER COMMENTS:

ANNOUNCEMENT: Vice Mayor Kreger announced that his granddaughter will be married next Tuesday on the island.

CONGRATULATIONS: Commissioner Chapman congratulated the Council on Aging on their impressive new facility and wonderful dedication.

AWARD: Commissioner Chapman extended congratulations to, Ms. Jennifer Albert, a teacher at Emma Love Hardee Elementary School, as the lone Florida recipient of the Milken award, described by Scholastic Teacher Magazine as the “Oscar” for teachers.

FAREWELL: Commissioner Smith bid a final farewell to the Commission and expressed his thankfulness noting “It’s been wonderful working with the city people, they’re good people”.

THANK YOU: Mayor Miller acknowledged City Airport Manager Nathan Coyle for his leadership as acting City Manager during City Manager Martin’s recent vacation absence.

CONDOLENCES: Mayor Miller extended condolences to the family of local resident Hal Gunderson who suddenly passed away.

CELEBRATION: Mayor Miller confirmed that the National Oceanic and Atmospheric Administration (NOAA) has selected the City of Fernandina Beach to assume the annual Right Whale Festival, an annual two-day November celebration.

DEDICATION: Mayor Miller reiterated the Council on Aging new facility dedication was amazing and commended the outreach program in partnership with the City of Fernandina Beach Police Department that does a fantastic job.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:08pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City of Fernandina Beach Canvassing Board met on Tuesday, December 11, 2018 at 4:30 pm in the James S. Page Governmental Complex, Supervisor of Elections' Canvassing Board Room, located at 96135 Nassau Place, Yulee, Florida, 32097. Canvassing Board Members present were Mayor John A. Miller, presiding, Commissioner Philip Chapman and Commissioner Chip Ross. City staff in attendance: City Clerk Caroline Best and City Attorney Tammi E. Bach. The following Nassau County Supervisor of Elections employees were in attendance: Candidate Coordinator Maria Pearson, Assistant Supervisor of Elections Lori Wilkinson, and Director of Elections Scott Miller. The following poll workers were in attendance and served as the Opening Teams: Denise Sample, Micah Ward, Joanne Templeton, LoRetta Amerson-Hardy, Linda Gallo and Kay Crabtree.

Mayor Miller called the meeting to order.

3. NOTICE OF PUBLICATION OF MEETING AND COMPLIANCE WITH FLORIDA STATUTES: City Clerk Best announced the meeting had been publicly noticed in the November 28, 2018 edition of the Fernandina Beach News Leader. The notice was also posted at Fernandina Beach City Hall; one interior and one exterior bulletin board, Atlantic Avenue Recreation Center, Peck Center, Utility Billing, City of Fernandina Beach website, and the Nassau County Supervisor of Elections' website.

4. REQUESTS FROM THE PUBLIC TO BE HEARD: There were no requests from the public to be heard.

5. UPDATE ON PUBLIC INSPECTION FOR ABSENTEE BALLOTS: City Clerk Best explained the public inspection for the absentee ballots was held today between 4:00 pm and 4:30 pm and no citizens or interested parties appeared to inspect the absentee ballots.

6. REVIEW OF ABSENTEE BALLOT INFORMATION: City Clerk Best indicated that out of 2,714 Vote by Mail/absentee ballot requests, a total of 1305 ballots had been received as follows:

1305 Ballots Received
- 3 Referrals for Canvassing Board Review
1302 To be tabulated

7. ADVISE THAT ANY PROTEST/CHALLENGE AGAINST THE CANVASS OF A BALLOT MUST BE MADE PRIOR TO THE BALLOT BEING REMOVED FROM THE CERTIFICATE ENVELOPE. "IS THERE ANY ONE PRESENT WHO WISHES TO CHALLENGE THE CANVASS OF A BALLOT?": Mayor Miller asked if anyone was present who wished to challenge the canvass of a ballot, none were present.

8. CANVASS ABSENTEE BALLOTS BY DETERMINING LEGALITY OF EACH BALLOT PURSUANT TO THE CANVASSING CRITERIA 2018: City Clerk Caroline Best explained the Canvassing Board criteria was approved at the December 5, 2018 Canvassing Board meeting.

Assistant Supervisor of Elections Lori Wilkinson provided instruction to the Opening Teams on the vote by mail opening process. Candidate Coordinator Maria Pearson led the ballot duplication process with the assistance of City Clerk Best.

Opening Team members Denise Sample, Micah Ward, Joanne Templeton, LoRetta Amerson-Hardy, Linda Gallo and Kay Crabtree, proceeded to open the absentee ballots, e-mailed ballots, overseas ballots and facsimile machine ballots as well as any ballots that were damaged, over voted or blank in which voter intent could not be determined. All absentee ballots were opened and separated from the envelope and secrecy sleeves by precinct. The teams were asked to advise if there was more than one ballot enclosed in an envelope or if no ballot was enclosed.

9. PROCESS ACCEPTED BALLOTS THROUGH THE HIGH SPEED TABULATORS: Director of Elections Scott Miller processed the absentee ballots through the high speed tabulator. Ballots were opened and tabulated as they were received for the remainder of the meeting.

10. PROCESS ELECTION DAY RESULTS: Director of Elections Scott Miller led the receipt of Election Day results from the modems and advised the Canvassing Board members that any provisional ballots may cause the process to be delayed to protect the secrecy of voter ballots.

11. DETERMINE STATUS OF PROVISIONAL BALLOTS CAST: Candidate Coordinator Maria Pearson advised there were no provisional ballots.

12. CANVASS/PROCESS REMAINING ABSENTEE BALLOTS, UNSCANNED BALLOTS AND PROVISIONAL BALLOTS, IF ANY: There were no remaining absentee ballots, unscanned ballots or provisional ballots.

13. REVIEW AND SIGN CERTIFICATION OF TABULATION SOFTWARE AND FIRMWARE VERSION NUMBERS: Director of Elections Scott Miller produced the certification of the tabulation software for the Canvassing Board members to sign. The official report for absentee and Runoff Election Day ballots tabulated were reviewed, and the official results report signed. At approximately 7:15 p.m., the modemed results from all precincts were received and televised.

14. CERTIFY ELECTION RESULTS AND SEAL RECORDS: Director of Elections Scott Miller presented the official election result summaries for the Canvassing Board members to sign. After signatures were obtained Director of Elections Scott Miller sealed the records.

15. IF ALL PROVISIONAL BALLOTS HAVE BEEN CANVASSED, ADVISE THAT THE MEETING SCHEDULED FOR DECEMBER 13, 2018 WILL BE CANCELLED: City Clerk Best announced the meeting scheduled for December 13, 2018 will be cancelled.

DRAFT

MINUTES
Canvassing Board Meeting
Runoff Election Night
December 11, 2018
Page 3 of 3

16. ANY OTHER BUSINESS: City Clerk Best advised the next Canvassing Board meeting will be held Wednesday, December 19, 2018 at 2:00 p.m. in the Canvassing Board meeting room to conduct the Voting System Audit.

17. ADJOURNMENT: There being no further business to come before the Canvassing Board, the meeting was adjourned at 7:33 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City of Fernandina Beach Canvassing Board met on Tuesday, December 19, 2018 at 2:00 pm in the James S. Page Governmental Complex, Supervisor of Elections' Canvassing Board Room, located at 96135 Nassau Place, Yulee, Florida, 32097. Canvassing Board Members present were Vice-Mayor Len Kreger, presiding, Commissioner Philip Chapman and Commissioner Chip Ross. City staff in attendance: City Clerk Caroline Best and City Attorney Tammi E. Bach. Nassau County Supervisor of Elections Office staff in attendance: Assistant Supervisor of Elections Ms. Lori Wilkinson.

Vice Mayor Kreger called the meeting to order.

3. NOTICE OF PUBLICATION/POSTING OF MEETING AND COMPLIANCE WITH FLORIDA STATUTES: City Clerk Caroline Best announced the meeting had been publicly noticed in the November 28, 2018 edition of the Fernandina Beach News Leader. The notice was also posted at Fernandina Beach City Hall (on one interior bulletin board and one exterior bulletin board), Atlantic Avenue Recreation Center, Peck Center, Utility Billing, City of Fernandina Beach website, and the Nassau County Supervisor of Elections' website.

4. REQUESTS FROM THE PUBLIC TO BE HEARD: There were no requests from the public to be heard.

5. REVIEW OF STATUTE, RULE AND SECURITY PROCEDURES PERTAINING TO INDEPENDENT AUDIT PROCESS: Assistant Supervisor of Elections Lori Wilkinson lead the review process of the statute, rule and security procedures pertaining to the Independent Audit process with the Canvassing Board.

6. REVIEW PROCEDURE FOR THE INDEPENDENT AUDIT PROCESS: Assistant Supervisor of Elections Lori Wilkinson reviewed the procedure for the Independent Audit process with the Canvassing Board.

7. BOARD COMPLETES VOTING SYSTEM POST-ELECTION AUDIT REPORT AND CONCLUDES AUDIT: Supervisor of Elections Lori Wilkinson provided the voting system post-election audit report DSDE 107 for the Canvassing Board to review and sign.

8. ADJOURNMENT: There being no additional matters to come before the Canvassing Board the meeting was adjourned at 2:08 PM.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-01
Release of Lien - 818 San Fernando Street

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-01

SYNOPSIS: The property at 818 San Fernando Street had a Code Enforcement lien against it for violations of the City Code of Ordinances. Recently, the property owner remedied the violations and paid the fees and fines associated with the lien. This Resolution formally releases the lien on the property, which is now in compliance and closes the Code Enforcement case.

FISCAL IMPACT: The City has received \$5,277.57 in fines and fees.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-01.

Tammi E. Bach, City Attorney	12/12/2018
Nicole Bednar, Administrative Services Manager	12/14/2018
Dale Martin, City Manager	12/18/2018
Katie Newton, Legal Assistant	12/18/2018

Date: December 06, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code Enforcement and Appeals Board found the property at 818 San Fernando Street in violation of the City Code of Ordinances at a hearing on January 4, 2018; and

WHEREAS, the Board imposed a fine which constitutes a lien against the property; and

WHEREAS, the property has recently come into compliance and all fines and fees have been paid by the new property owner; and

WHEREAS, the City's liens should be released.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the Mayor to execute a full Release of Lien for the property located at 818 San Fernando Street, and the Release of Lien document is attached hereto as Exhibit "A" and will be recorded by the new property owner in the public records of Nassau County.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

NOTICE OF RELEASE OF LIEN

FOR PARCEL ID#00-00-31-1580-0005-0010

TO: DALE HAIR & STEVEN HAIR & LARISSA KWIATKOWSKI ET AL

AND TO ALL WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City of Fernandina Beach, a Municipal Corporation, in the County of Nassau, State of Florida, releases a lien recorded in the Public Records of Nassau County, Florida, Code Enforcement Case #17-00069, upon the following described lot, piece or parcel of land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, according to the official map or plat in the said City of Fernandina Beach known as 818 San Fernando Street, and further described as BLK 5 LOTS 1, 2 & 5 IN OR 2141/1501 OLD TOWN S/D UNR, City of Fernandina Beach, Florida 32034.

The amounts released in this lien are as follows:

TOTAL AMOUNT OF THIS RELEASE OF LIEN IS \$5,277.57 (FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY-SEVEN CENTS).

The release of this lien reflects authorized amounts for which the City of Fernandina Beach. The sum of FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY-SEVEN CENTS (\$5,277.57), is hereby released.

IN WITNESS WHEREOF, the City of Fernandina Beach has caused this Notice of Release of Lien to be signed in its name by its Mayor and its Corporate Seal to be affixed and attested by its City Clerk, this 2nd day of January, 2019, in the City of Fernandina Beach, County of Nassau, State of Florida.

CITY OF FERNANDINA BEACH, FLORIDA (SEAL)

John A. Miller
Mayor

ATTEST:

Caroline Best
City Clerk

Approved as to form and legality for use and reliance by
City of Fernandina Beach, Florida



Tammi E. Bach
City Attorney

COUNTY OF NASSAU
STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared John A. Miller and Caroline Best to me well known to be the Mayor and City Clerk, respectively, of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Notice of Release of Lien for the City of Fernandina Beach as such Mayor and City Clerk: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this _____ day of _____, 2019.

(NOTARY SEAL)

Notary Public, State of Florida



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: June 7, 2018
Case Number: 17-00069

IN THE MATTER OF: Respondent Name: Dale Hair & Steven Hair & Larissa H Kwiatkowski ET AL
Respondent Address: 818 San Fernando Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on June 7, 2018, a request for reduction of fines hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

1. The Respondent was properly served notice of these proceedings as required by law on May 31, 2018, and the Respondent was present at the hearing.
2. The real property on which the violations occurred at 818 San Fernando Street, Fernandina Beach, FL and a brief legal description being **BLK 5 LOTS 1, 2 & 5 IN OR 2141/1501 OLD TOWN S/D UNR, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances as of January 4, 2018: **Section 42-116 (a & b), Cleaning of lots; maintenance of structures; Section 42-173 Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited; and 7.01.05 C&D Specific Parking Restrictions of Commercial Vehicles, Recreational Vehicles, Boats, and Trailers** of the City of Fernandina Beach Land Development Code.
5. The Respondent was found in violation at a hearing in January 2018, and assessed all administrative fees, and fines of \$100.00 per day for Section 42-116 (a&b) until brought into compliance; fines for Section 42-173 of \$125.00 per day until brought into compliance; and fines of \$125.00 per day for 7.01.05 C&D of the Land Development Code until brought into compliance, beginning January 15, 2018.
6. The Respondent requested a reduction of fines imposed.

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to suspend fines for ongoing violations for 30 days beginning June 7, 2018; require the sale and closing of the property within 30 days of the hearing on June 7, 2018; upon closing, fines shall be reduced to \$5,000 plus administrative fees; and within 120 days of closing, the buyer must be in full compliance or fines will be reinstated at \$100 per day.

2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered June 7, 2018 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: _____
Chair, Buddy Boyd



A CERTIFIED TRUE COPY
[Signature]
Office of the City Clerk
City of Fernandina Beach, Florida

*Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

**FINES AND FEES INCURRED FROM
818 SAN FERNANDO STREET
AS OF 11/06/18
CODE CASE #17-00069**

<u>DATES</u>	<u># OF DAYS</u>	<u>FINE PER DAY</u>	<u>TOTAL</u>
JANUARY 15 THROUGH 18, 2018, 42-173	3	\$125.00	\$375.00
JANUARY 15 THROUGH 18, 2018, 7.01.05 C&D	3	\$125.00	\$375.00
JANUARY 15 THROUGH JANUARY 31, 2018, 42-116 a&b	17	\$100.00	\$1,700.00
FEBRUARY 2018, 42-116 a&b	28	\$100.00	\$2,800.00
MARCH, 2018. 42-116 a&b	31	\$100.00	\$3,100.00
APRIL, 2018 42-116 a&b	30	\$100.00	\$3,000.00
MAY, 2018	31	\$100.00	\$3,100.00
JUNE 1 THROUGH 7, 2018	7	\$100.00	\$700.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL FINES			\$15,150.00
CEAB REDUCED DAILY FINES TO			\$5,000.00
TOTAL FEES			\$277.57
GRAND TOTAL DUE AS OF 11/06/18			\$5,277.57

pd
12/4/18
ck # 121032
gm

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY ****

Stewart Title Company
Escrow Account
Florida
8705 Perimeter Park Boulevard, Suite 1
Jacksonville, FL 32216

Wells Fargo
420 Montgomery Street
San Francisco, CA 94104

121032

December 04, 2018

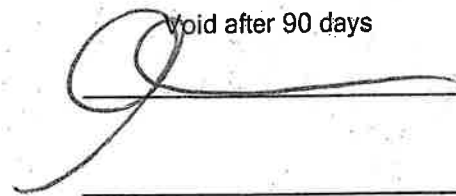
\$5,311.61

PAY Five Thousand Three Hundred Eleven and 61/100

Dollars

TO THE City of Fernandina Beach
ORDER 204 Ash St
OF Fernandina Beach, FL 32034

Void after 90 days



MEMO 312446

⑈ 1 2 1 0 3 2 ⑈ ⑆ 1 2 1 0 0 0 2 4 8 ⑆ 4 6 4 1 7 6 6 7 1 2 ⑈

Stewart Title Company, Wells Fargo: 4641766712

Escrow Officer: Claudia Ioannou

121032

DATE: 12/4/2018

FILE: 312446

CHECK AMOUNT: \$5,311.61

BUYER/SELLER: Flip The Springs LLC, A Colorado Limited Liability Company/Steve...

SETTLEMENT DATE: 12/3/2018

PROPERTY ADDRESS: 818 San Fernando Street, Fernandina Beach, FL 32034

PAYEE: City of Fernandina Beach

12/4/2018: Code Violations Lien to City of Fernandina Beach

\$5,277.57

12/4/2018: Water Bill to City of Fernandina Beach

\$34.04

Stewart Title Company, Wells Fargo: 4641766712

Escrow Officer: Claudia Ioannou

121032

DATE: 12/4/2018

FILE: 312446

CHECK AMOUNT: \$5,311.61

BUYER/SELLER: Flip The Springs LLC, A Colorado Limited Liability Company/Steve...

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PROPERTY ADDRESS: 818 San Fernando Street, Fernandina Beach, FL 32034

PAYEE: City of Fernandina Beach

12/4/2018: Code Violations Lien to City of Fernandina Beach

\$5,277.57

12/4/2018: Water Bill to City of Fernandina Beach

\$34.04

Acct # 001-329.1120

070 303 59

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-02
Release of Lien - 1016 Broome Street

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-02

SYNOPSIS: The property at 1016 Broome Street had a Code Enforcement lien against it for violations of the City Code of Ordinances. Recently, the owner remedied the violations and paid the fees and fines associated with the lien. This Resolution formally releases the lien on the property, which is now in compliance and closes the Code Enforcement case.

FISCAL IMPACT: The City has received \$2,696.92 in fines and fees.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-02.

Tammi E. Bach, City Attorney	12/12/2018
Nicole Bednar, Administrative Services Manager	12/14/2018
Dale Martin, City Manager	12/18/2018
Katie Newton, Legal Assistant	12/18/2018

Date: December 06, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code Enforcement and Appeals Board found the property at 1016 Broome Street in violation of the City Code of Ordinances at a hearing on January 4, 2018; and

WHEREAS, the Board imposed a fine which constitutes a lien against the property; and

WHEREAS, the property has recently come into compliance and all fines and fees have been paid by the new property owner; and

WHEREAS, the City's liens should be released.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the Mayor to execute a full Release of Lien for the property located at 1016 Broome Street, and the Release of Lien document is attached hereto as Exhibit "A" and will be recorded by the new property owner in the public records of Nassau County.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

NOTICE OF RELEASE OF LIEN

FOR PARCEL ID#00-00-31-1800-00-80-0051

TO: TANYA J. WEBSTER

AND TO ALL WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City of Fernandina Beach, a Municipal Corporation, in the County of Nassau, State of Florida, releases a lien recorded in the Public Records of Nassau County, Florida, Code Enforcement Case #17-00133, upon the following described lot, piece or parcel of land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, according to the official map or plat in the said City of Fernandina Beach known as 1016 Broome Street, and further described as BLOCK 80 LOT N1/2 OF 5 IN OR 992/1512 CITY OF FDNA BEACH, City of Fernandina Beach, Florida.

The amounts released in this lien are as follows:

TOTAL AMOUNT OF THIS RELEASE OF LIEN IS \$2696.92 (TWO THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND NINETY-TWO CENTS).

The release of this lien reflects authorized amounts for which the City of Fernandina Beach. The sum of TWO THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND NINETY-TWO CENTS (\$2696.92), is hereby released.

IN WITNESS WHEREOF, the City of Fernandina Beach has caused this Notice of Release of Lien to be signed in its name by its Mayor and its Corporate Seal to be affixed and attested by its City Clerk, this 2nd day of January, 2019, in the City of Fernandina Beach, County of Nassau, State of Florida.

CITY OF FERNANDINA BEACH, FLORIDA (SEAL)

John A. Miller
Mayor

ATTEST:

Caroline Best
City Clerk

Approved as to form and legality for use and reliance by
City of Fernandina Beach, Florida



Tammi E. Bach
City Attorney

COUNTY OF NASSAU
STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared John A. Miller and Caroline Best to me well known to be the Mayor and City Clerk, respectively, of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Notice of Release of Lien for the City of Fernandina Beach as such Mayor and City Clerk: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this _____ day of _____, 2019.

(NOTARY SEAL)

Notary Public, State of Florida



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: October 5, 2018
Case Number: 17-00133

IN THE MATTER OF: Respondent Name: Tanya J. Webster
Respondent Address: 1016 Broome Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on October 4, 2018, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

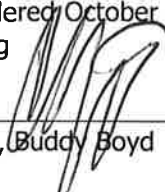
1. The Respondent was properly served notice of these proceedings as required by law on and the Respondent was present at the hearing.
2. The real property on which the violations occurred at 1016 Broome Street, Fernandina Beach, FL and a brief legal description being **BLOCK 80 LOT N1/2 OF 5 IN OR 992/1512 CITY OF FDNA BEACH, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances: Section 42-116 (a), Cleaning of lots; maintenance of structures, and Section 42-173 Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited.
5. The Respondent was found in violation of Section 42-116(a), and Section 42-173, and assessed fines \$50.00 per day per violation beginning January 15, 2018, until brought into compliance; and all administrative fees.
6. The respondent requested a reduction of fines at the October 4, 2018, hearing.

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to reduce the fines to \$2500.00 plus administrative fees OF \$196.92 as the property is now in compliance.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered October 4, 2018 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing

By: 
Chair, Buddy Boyd

*Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.



October 18, 2018

City of Fernandina Beach Code Enforcement
204 Ash Street
Fernandina Beach, Florida 32034

Case Number: 17-00133
Official Check Number: 5300255338
Certified Mail: 7015 0640 0002 7364 0005

IN THE MATTER OF: Respondent Name: Tanya J. Webster
PROPERTY ADDRESS: 1016 Broome Street Fernandina Beach, Florida 32034

Dear Sir/Madam:

**Enclosed is a check for the Lien against the real property of Tanya J. Webster.
Therefore, the reduced fines has been paid in full in the amount of \$2696.92.
I can be reached at (678)-206-3072.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Tanya J. Webster', with a long horizontal flourish extending to the right.

Tanya J. Webster

P.O. Box 3341 Peachtree City, GA 30269



Official Check

5300255338

Purchaser Peachtree Fidiciary

Date October 18, 2018

Pay TWO THOUSAND SIX HUNDRED NINETY SIX DOLLARS and 92
CENTS

\$2696.92

To the Order of City of Fernandina Beach

SunTrust Banks, Inc. by an Authorized Agent

Memo Case # 17-00133

SunTrust Bank

Authorized Signature

Payable at SunTrust Bank

⑈ 5300 2553 38 ⑈

⑆061100790⑆

7019019996⑈

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-03
Release of Lien - 1504 Broome Street

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-03

SYNOPSIS: The property at 1504 Broome Street had a Code Enforcement lien against it for violations of the City Code of Ordinances. Recently, the property owner remedied the violations and paid the fees and fines associated with the lien. This Resolution formally releases the lien on the property, which is now in compliance and closes the Code Enforcement case.

FISCAL IMPACT: The City has received \$155.74 in fines and fees.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-03.

Tammi E. Bach, City Attorney	12/12/2018
Nicole Bednar, Administrative Services Manager	12/14/2018
Dale Martin, City Manager	12/18/2018
Katie Newton, Legal Assistant	12/18/2018

Date: December 06, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code Enforcement and Appeals Board found the property at 1504 Broome Street in violation of the City Code of Ordinances at a hearing on June 7, 2018; and

WHEREAS, the Board imposed a fine which constitutes a lien against the property; and

WHEREAS, the property has recently come into compliance and all fines and fees have been paid by the new property owner; and

WHEREAS, the City's liens should be released.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the Mayor to execute a full Release of Lien for the property located at 1504 Broome Street, and the Release of Lien document is attached hereto as Exhibit "A" and will be recorded by the new property owner in the public records of Nassau County.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

NOTICE OF RELEASE OF LIEN

FOR PARCEL ID#00-00-31-1600-0003-0030

TO: SCOTT A. RIVENBARK & MARY BETH JONES

AND TO ALL WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City of Fernandina Beach, a Municipal Corporation, in the County of Nassau, State of Florida, releases a lien recorded in the Public Records of Nassau County, Florida, Code Enforcement Case #18-00043, upon the following described lot, piece or parcel of land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, according to the official map or plat in the said City of Fernandina Beach known as 1504 Broome Street, and further described as LOT W71 FT OF E143 FT OF S136.5 FT OF N1/2 OF OUTLOT 3 IN OR 1996/1627, City of Fernandina Beach, Florida 32034.

The amounts released in this lien are as follows:

TOTAL AMOUNT OF THIS RELEASE OF LIEN IS \$155.74 (ONE HUNDRED FIFTY-FIVE DOLLARS AND SEVENTY-FOUR CENTS).

The release of this lien reflects authorized amounts for which the City of Fernandina Beach. The sum of ONE HUNDRED FIFTY-FIVE DOLLARS AND SEVENTY-FOUR CENTS (\$155.74), is hereby released.

IN WITNESS WHEREOF, the City of Fernandina Beach has caused this Notice of Release of Lien to be signed in its name by its Mayor and its Corporate Seal to be affixed and attested by its City Clerk, this 2nd day of January, 2019, in the City of Fernandina Beach, County of Nassau, State of Florida.

CITY OF FERNANDINA BEACH, FLORIDA (SEAL)

John A. Miller
Mayor

ATTEST:

Caroline Best
City Clerk

Approved as to form and legality for use and reliance by
City of Fernandina Beach, Florida



Tammi E. Bach
City Attorney

COUNTY OF NASSAU
STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared John A. Miller and Caroline Best to me well known to be the Mayor and City Clerk, respectively, of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Notice of Release of Lien for the City of Fernandina Beach as such Mayor and City Clerk: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this _____ day of _____, 2019.

(NOTARY SEAL)

Notary Public, State of Florida

Code Case
#18-00043

City of Fernandina Beach, FL
Building Department
204 ASH STREET
Fernandina Beach, FL 32034
(904) 310-3135
Welcome

000176-0001 Karen A. 12/04/2018 09:06AM

MISCELLANEOUS
CODE ENFORCEMENT - FEES &
FINES (CENFFF)
2019 - Item: CENFFF
1 @ 155.74
CODE ENFORCEMENT - FEES
& FINES (CENFFF) 155.74

155.74
Subtotal 155.74
Total 155.74

CREDIT CARD 155.74
Visa *****1868
Ref=2530354101
Auth=130769
20181204D70F

Change due 0.00

Paid by: Scott A. Rivenbark

Comments: Code Case #18-00043 (1504
Broome St)

Signature: 

Thank you for your payment

City of Fernandina Beach, FL COPY

ACTIVE FEES INCURRED FROM
1504 Broome Street
AS OF 06/07/18
CODE CASE #18-00043

	# OF UNITS OR HOURS	PRICE OR RATE PER HOUR	TOTAL
MS			
nent Manager	1	\$23.13	\$23.13
Officers	4	\$20.80	\$83.20
egal Assistant	1.5	\$21.63	\$32.45
Clerk of Circuit Court	1	\$10.00	\$10.00
	1	\$6.48	\$6.48
	1	\$0.48	\$0.48

001. 329. 1120

TOTAL ADMINISTRATIVE FEES DUE \$155.74

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY**

Code Case
#18-00043

City of Fernandina Beach, FL
Building Department
204 ASH STREET
Fernandina Beach, FL 32034
(904) 310-3135
Welcome

000176-0001 Karen A. 12/04/2018 09:06AM

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Comments: Code Case #18-00043 (1504
Broome St)

Signature: 

Thank you for your payment

City of Fernandina Beach, FL COPY

ACTIVE FEES INCURRED FROM
1504 Broome Street
AS OF 06/07/18
CODE CASE #18-00043

	<u># OF UNITS OR HOURS</u>	<u>PRICE OR RATE PER HOUR</u>	<u>TOTAL</u>
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Clerk of Circuit Court	1	\$10.00	\$10.00
	1	\$6.48	\$6.48
	1	\$0.48	\$0.48

001. 329. 1120

TOTAL ADMINISTRATIVE FEES DUE \$155.74

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY**

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-04
Release of Lien -412 S. 13th Terrace

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-04

SYNOPSIS: The property at 422 S. 13th Terrace had a Code Enforcement lien against it for violations of the City Code of Ordinances. Recently, the property owner remedied the violations and paid the fees and fines associated with the lien. This Resolution formally releases the lien on the property, which is now in compliance and closes the Code Enforcement case.

FISCAL IMPACT: The City has received \$455.74 in fines and fees.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-04.

Tammi E. Bach, City Attorney	12/12/2018
Nicole Bednar, Administrative Services Manager	12/14/2018
Dale Martin, City Manager	12/18/2018
Katie Newton, Legal Assistant	12/18/2018

Date: December 11, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code Enforcement and Appeals Board found the property at 412 S. 13th Terrace in violation of the City Code of Ordinances at a hearing on October 4, 2018; and

WHEREAS, the Board imposed a fine which constitutes a lien against the property; and

WHEREAS, the property has recently come into compliance and all fines and fees have been paid by the new property owner; and

WHEREAS, the City's liens should be released.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the Mayor to execute a full Release of Lien for the property located at 412 S. 13th Terrace, and the Release of Lien document is attached hereto as Exhibit "A" and will be recorded by the new property owner in the public records of Nassau County.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

NOTICE OF RELEASE OF LIEN
FOR PARCEL ID#00-00-31-1800-0241-0690

TO: HERIBERTO GONZALEZ

AND TO ALL WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City of Fernandina Beach, a Municipal Corporation, in the County of Nassau, State of Florida, releases a lien recorded in the Public Records of Nassau County, Florida, Code Enforcement Case #18-00105, upon the following described lot, piece or parcel of land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, according to the official map or plat in the said City of Fernandina Beach known as 412 S. 13th Terrace, and further described as BLOCK 241 LOTS 69 & 70 IN OR 1332/26 CITY OF FDNA BEACH, City of Fernandina Beach, Florida 32034.

The amounts released in this lien are as follows:

TOTAL AMOUNT OF THIS RELEASE OF LIEN IS \$455.74 (FOUR HUNDRED FIFTY-FIVE DOLLARS AND SEVENTY-FOUR CENTS).

The release of this lien reflects authorized amounts for which the City of Fernandina Beach. The sum of FOUR HUNDRED FIFTY-FIVE DOLLARS AND SEVENTY-FOUR CENTS (\$455.74), is hereby released.

IN WITNESS WHEREOF, the City of Fernandina Beach has caused this Notice of Release of Lien to be signed in its name by its Mayor and its Corporate Seal to be affixed and attested by its City Clerk, this 2nd day of January, 2019, in the City of Fernandina Beach, County of Nassau, State of Florida.

CITY OF FERNANDINA BEACH, FLORIDA (SEAL)

John A. Miller
Mayor

ATTEST:

Caroline Best
City Clerk

Approved as to form and legality for use and reliance by
City of Fernandina Beach, Florida



Tammi E. Bach
City Attorney

COUNTY OF NASSAU
STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared John A. Miller and Caroline Best to me well known to be the Mayor and City Clerk, respectively, of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Notice of Release of Lien for the City of Fernandina Beach as such Mayor and City Clerk: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this _____ day of _____, 2019.

(NOTARY SEAL)

Notary Public, State of Florida



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: October 5, 2018
Case Number: 18-00105

IN THE MATTER OF: Respondent Name: Heriberto Gonzalez
Respondent Address: 412 S. 13th Terrace, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on October 4, 2018, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

1. The Respondent was properly served notice of these proceedings as required by law on August 24, 2018, and the Respondent was not present at the hearing.
2. The real property on which the violations occurred at **412 S. 13th Terrace, Fernandina Beach, FL** and a brief legal description being **BLOCK 241 LOTS 69 & 70 IN OR 1332/26 CITY OF FDNA BEACH, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances: **42-61(4) Health Nuisances – Enumerated.**

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to find the property in violation of Section 42-61(4) Health Nuisances - Enumerated; to collect administrative fees, and if not brought into compliance by October 9, 2018, assess fines of \$50.00 per day, beginning October 9, until brought into compliance.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered October 4, 2018 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: 
Chair, Carlton "Buddy" Boyd

*Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.



CITY OF FERNANDINA BEACH

Code Enforcement Department

George Wells

Code Compliance Officer

FINES AND FEES INCURRED FROM
412 S. 13th Terrace
AS OF 10/15/18
CODE CASE #18-00105

DATES

October 9, 2018 to October 14, 2018

**# OF
DAYS**

6

**FINE
PER
DAY**

\$50.00

TOTAL

\$300.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

*Code Case
#18-00105 Fees &
Fines*

CITY OF FB CDD
204 ASH STREET
FERNANDINA BEACH, FL 32034
904/277-7311

SALE

MID: 174000008131

TID: 003

REF#: 00000001

Batch #: 251

10/22/18

07:57:09

AVS: Z

CVC: M

APPR CODE: 094063

VISA

Manual CP

*****7399

/

AMOUNT

\$455.74

\$300.00

TOTAL FINES

APPROVED

TOTAL FEES

Thank You
Please Come Again

\$155.74

GRAND TOTAL DUE AS OF

CUSTOMER COPY

\$455.74

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY ****

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-05
Agreement Amendment - Amelia River Excursions, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-05

SYNOPSIS: The tenant, Amelia River Cruise Excursions, Inc. (AREI) spoke with Vice Mayor Len Kreger regarding Mr. Kreger's desire for the City Commission to reconsider this lease with regard the rent provisions. Mr. Kreger feels strongly that AREI should pay the same rate as other users of the City Marina. Mr. Kreger spoke with Mr. Kevin McCarthy, and they agreed to propose a lease amendment to the Commission for consideration. The Lease approved by the Commission on December 4, 2018 includes a rent provision that will increase rent by the Consumer Price Index annually. Mr. Kreger would like AREI to pay the most current published rates at the Marina for renting slips which is the proposal in the amendment.

FISCAL IMPACT: The proposed lease payment of \$2,562.00 per month will be deposited into the City's Marina Cash account, 480 10000.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-05.

Dale Martin, City Manager	12/18/2018
Pauline Testagrose, Comptroller	12/21/2018
Tammi E. Bach, City Attorney	12/21/2018
Katie Newton, Legal Assistant	12/21/2018

Date: December 07, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE LONG-TERM LEASE AT FERNANDINA HARBOR MARINA FOR AMELIA RIVER EXCURSIONS, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amelia River Excursions, Inc. (AREI) has operated a marine touring business for several years in the City of Fernandina Beach contributing to the local economy and utilizing the Fernandina Harbor Marina on a daily basis; and

WHEREAS, the City of Fernandina Beach recently passed Resolution 2018-177 approving a long-term lease agreement with Amelia River Excursions; and

WHEREAS, the City of Fernandina Beach wishes to modify the agreement, and Amelia River Excursions, Inc. is amenable to the changes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Amendment to the Lease attached hereto as Exhibit "A", between the City of Fernandina Beach and AREI.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Lease Amendment and all necessary documentation upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

FIRST AMENDMENT TO LEASE AGREEMENT
FOR USE OF CITY MARINA PROPERTY

This FIRST AMENDMENT is entered into on _____, 2019 (the "First Amendment") to amend that certain Lease Agreement dated December 4, 2018 (the "Agreement") by and between AMELIA RIVER EXCURSIONS, INC., a Florida corporation and its successors and assigns, whose address is 1 N. Front Street, Fernandina Beach, FL 32034 ("Lessee" or "AREI") and CITY OF FERNANDINA BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (the "City").

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pursuant to Paragraph 33 of the Agreement, the parties amend Section 3 of the Agreement as stated herein and which is hereby incorporated in full into the Agreement as follows:

1. Section 3 of the Agreement shall be amended as follows:

Lease Payment. In exchange for the right to use the Property and Slips, AREI will pay a lump-sum payment of ~~\$2,800~~ \$2,562.00 a month, plus applicable sales tax, for each month of the lease term, to be paid on or before the first day of the month. Rent for any fractional amount at the beginning or end of the said lease term will be prorated on a daily basis. The monthly lease payment shall be increased based on the then current published rate per foot as adopted by the City as such rates may be amended from time to time. ~~at a rate of one percent (1%) or the Consumer Price Index (CPI) — All Urban Consumers South Urban Region All Items (base year 1982-84=100), as published by the United States Department of Labor Bureau of Labor Statistics, whichever is greater, on an annual basis beginning in the second year of the Initial 5-Year Lease Term. Such CPI increase will be computed each year based on the twelve month (12 mo.) percent change of the July index and any change will be implemented and effective with October rent payments of each applicable year.~~

In the event a similarly situated commercial entity or individual operating a US Coast Guard inspected passenger vessel providing services to seven (7) or more passengers (referred to as the "Competitor") desires to enter into an agreement with the City for the use of slips in the Marina, or any portion of the Property, for a term exceeding one (1) month, the City shall require that said Competitor shall agree to a lease payment equal or greater to the amount identified by this Agreement, subject to a pro-rata adjustment based on the length of the vessels and/or square footage of the Property to be leased by Competitor.

2. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

3. Entire Agreement. This First Amendment and the Agreement contain the entire agreement between the Lessee and the City with regard to the matters set forth herein and in the Agreement, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments shall be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

4. Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

5. Except as modified herein, all other provisions of the Agreement shall remain in full force and effect and are ratified as if fully restated herein.

IN WITNESS WHEREOF, in consideration for the use of the Property and Slips, the parties have executed this instrument on the date first above written.

WITNESSES:

"LESSEE"

AMELIA RIVER EXCURSIONS, INC.
a Florida corporation

Signature of Witness

Printed Name:_____

By:_____

Kevin McCarthy, President

Signature of Witness

Printed Name:_____

WITNESSES:

"CITY"

FERNANDINA BEACH, FLORIDA
a municipal corporation

Signature of Witness

Printed Name:_____

By:_____

Dale L. Martin, City Manager

APPROVED AS TO FORM AND LEGALITY:

Signature of Witness

Printed Name:_____

By: _____

Tammi E. Bach, City Attorney

ATTEST:

By:_____

Caroline Best, City Clerk

LEASE AGREEMENT
FOR USE OF CITY MARINA PROPERTY

This LEASE AGREEMENT ("Agreement") is entered into on _____, 2018, by and between AMELIA RIVER EXCURSIONS, INC., a Florida corporation and its successors and assigns, whose address is 1 N. Front Street, Fernandina Beach, FL 32034 ("Leasee" or "AREI") and CITY OF FERNANDINA BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (the "City"), with reference to the following facts:

WHEREAS, the City is owner of that certain real property Nassau County Parcel ID#'s are 00-00-31-1760-0031-0020 and 00-00-31-1760-0029-0010, known informally as Parking Lot B and Parking Lot C upland to and adjacent to the Fernandina Harbor Marina, City of Fernandina Beach, Nassau County, Florida 32034 (collectively known as the "Property");

WHEREAS, the Leasee wishes to occupy and utilize a four hundred square foot (400 sq. ft.) portion of the Property (the "Leased Area") for the limited purpose of installing and occupying a ticket booth no more than one hundred square feet (100 sq. ft.) in size to serve customers and sell tickets to its customers for AREI (the "Kiosk"); and

WHEREAS, the City is willing to allow the Leasee to use the Leased Area, subject to the terms and conditions set forth in this Agreement;

WHEREAS, AREI is the owner of three Boats; Bald Eagle-Amelia River Cruise, fifty-nine feet (59') in length with hull number KRI590006J990; Kieren Marie, forty-five feet (45') in length with hull number KRI450835111; and Miss Kaylynn, forty-five feet (45') with hull number 994406 (collectively known as the "Boats");

WHEREAS, the Leasee wishes to occupy three (3) long-term slip locations in the Fernandina Harbor Marina (the "Marina") to accommodate the mooring of the Boats.

WHEREAS, the City is willing to grant three (3) long-term slip locations to AREI for the mooring of the Boats more accurately identified as slip #3-03W, #2-25E and #3-02W (collectively referred to as the "Slips").

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement by this reference, and are true and complete.
2. **Lease Term.** As it pertains to the three (3) Slips and one (1) Kiosk and the Leased Area, AREI shall have a five-year initial lease term. This Agreement shall automatically renew for one (1) additional five-year (5 yr.) period. AREI shall have the option to renew for one (1) additional consecutive five-year (5 yr.) period with at least ninety (90) days' notice to the City prior to the expiration of the Lease Term. Thereafter, AREI shall have the option to review for additional five-year (5 yr.) periods with written consent from the City, and such consent shall not be

unreasonably withheld by the City. AREI shall provide written notice to the City of AREI's intention to renew at least ninety (90) days prior to the expiration of any lease term. If the City does not respond to AREI's intention to renew the five-year (5 yr.) lease term within fifteen (15) days of receipt of AREI's intention to renew, the City shall be deemed to consent to the renewal of the Lease for an additional five-year (5 yr.) term. The initial five-year (5 yr.) lease term shall commence on [January 1, 2019] upon approval of this Agreement by the City Commission of Fernandina Beach, Florida.

3. Lease Payment. In exchange for the right to use the Property and Slips, AREI will pay a lump-sum payment of \$2,800 a month, plus applicable sales tax, for each month of the lease term, to be paid on or before the first day of the month. Rent for any fractional amount at the beginning or end of the said lease term will be prorated on a daily basis. The monthly lease payment shall be increased at a rate of one percent (1%) or the Consumer Price Index (CPI) - All Urban Consumers South Urban Region- All Items (base year 1982-84=100), as published by the United States Department of Labor-Bureau of Labor Statistics, whichever is greater, on an annual basis beginning in the first year of the automatic renewal five-year lease term. Such CPI increase will be computed each year based on the twelve-month (12 mo.) percent change of the July index and any change will be implemented and effective with October rent payments of each applicable year.

In the event a similarly situated commercial entity or individual operating a US Coast Guard inspected passenger vessel providing services to seven (7) or more passengers (referred to as the "Competitor") desires to enter into an agreement with the City for the use of slips in the Marina, or any portion of the Property, for a term exceeding one (1) month, the City shall require that said Competitor shall agree to a lease payment equal or greater to the amount identified by this Agreement, subject to a pro-rata adjustment based on the length of the vessels and/or square footage of the Property to be leased by Competitor.

4. Property and Slip Use. The City hereby agrees and consents to allow the Lessee to use the Slips, the Kiosk and the Lease Area provided, however, that such consent shall constitute a lease only, subject to the terms and conditions of this Agreement, and shall not constitute an easement nor give rise to any claim of adverse possession or prescriptive easement by the Lessee. The Lessee hereby waives all rights it may have to make any such claims.

5. Assignment and Binding Effect. The terms of this Agreement shall be binding upon the City, the Lessee and the heirs, successors, and assigns of the Lessee and the City. With the approval of the City Commission, this Agreement may be assigned upon the City's written consent and such consent shall not be unreasonably withheld, thereby releasing AREI from any further liability under this Agreement.

6. Release and Indemnification. The Lessee understands acknowledges and agrees to assume all risks and hazards incidental to the installing and occupying the Kiosk and Leased Area to serve customers for AREI. The Lessee does hereby agree to waive, release, absolve, and covenants not to sue the City, its mayor, commissioners, officers, employees, contractors, consultants, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or the Lessee's installing and the Kiosk and Leased Area to serve customers for AREI. The Lessee further promises and agrees to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees,

contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or the Leasee's installing and occupying the Kiosk and Leased Area to serve customers for AREI. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the Leasee's installing and occupying the Kiosk and Leased Area to serve customers for AREI. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Commercial General Liability Insurance. The Leasee shall furnish proof of commercial general liability insurance coverage to the City naming the City as additional insured in an amount no less than [\$1,000,000 per occurrence]. The Leasee shall provide updated certificates of insurance to City as they are issued by Leasee's insurer evidencing current and valid insurance coverage during the life of this Agreement.

8. Representation and Warranty. The City represents and warrants that it is the fee simple owner of the Property. The City further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the City has full power and authority to bind the City to the terms hereof. The Leasee further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the Leasee has full power and authority to bind the Leasee to the terms hereof.

9. Kiosk Location. In the event the Kiosk or Leased area are inaccessible or otherwise unusable due to maintenance, construction or repairs to the surrounding riverfront property owned by the City, or for any reason caused by the City, a reasonably suited alternative area for the kiosk/ticket booth shall be provided by the City and consented to by both parties. Such consent shall not be unreasonably withheld. A reasonably suited alternate area means immediately adjacent to the Marina and as near as possible to any boat slips leased or utilized by AREI in the Marina.

10. Boat Slip Lease: The City hereby grants a lease to Boat and AREI for use of the Slips located at the Marina for the Boats described above, including all riggings, engines, appurtenances and contents. The Boats shall be permanently assigned the Slips indicated hereafter; (Bald Eagle slip number 3-03W, Kieren Marie slip number 2-25E, Miss Kaylynn slip number 3-02W). In the event the City causes the Slip(s) to be inaccessible or otherwise unusable, the City shall provide a reasonably suited alternate slip(s) assignment in the Marina which has consented to by both parties. Such consent shall not be unreasonably withheld. Reasonably suited alternate slip assignment shall be located as near as possible to the Kiosk and Leased Area referenced by this Agreement. The parties acknowledge and agree that no bailment is created by this agreement.

11. Payment of Fees and Other Charges: If AREI fails to pay an outstanding balance for three (3) months, the City shall be authorized to sell the Boat at a nonjudicial sale within the

provisions of FS 328.17 after providing a written notice of nonjudicial sale to the AREI by certified or registered letter, return receipt requested at the address provided in this Agreement at least 30 days prior to any proposed sale. This provision is in addition to and not a limitation of City's rights under state or federal maritime law, which rights and liens are not waived and are expressly reserved. All charges are subject to applicable taxes.

12. Use Of Slip - Authority: AREI may use each Slip only to moor or store the Boats, and for no other purpose. If AREI replaces any of the Boats and wants to use a Slip for a replacement boat, AREI must first register the new boat with the City and shall agree to a pro-rata adjustment to the lease payment based on the length of the replacement boat. AREI represents that AREI has an ownership interest in the Boats and/or AREI is fully authorized to bind all owners of the Boats to the terms and conditions of this Agreement. If an agent of AREI, including a Captain, is signing this Agreement, said person represents that he has the authority to bind the AREI. If AREI removes the Boats from the Marina for extended periods (normally more than seven (7) days), for any reason, including repairs to the Boat, AREI shall notify the City.

13. Laws, Rules and Regulations: AREI shall comply with the Marina Rules. The City may change the Marina Rules by posting new ones. In using the Marina, AREI shall comply with all applicable laws, ordinances, resolutions, rules and regulations of federal, state and local entities, including US Coastguard regulations.

14. Care of Slip - Maintenance: AREI shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Marina Rules. Upon termination of this Agreement, AREI shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. AREI shall not alter the Slip, dock area or utilities services. AREI shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on the Slip, without the permission of Marina.

15. Utilities and Fees: Each Slip location shall be provided access to a 30-amp breaker, freshwater, fuel, and septic pump-out services and such other utility services then available to licensees at the Marina, generally. The Kiosk shall be provided electrical service. Marina does not warrant the availability of utility services and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, AREI acknowledges that utility service may be discontinued during inclement weather. In addition, Marina does not warrant that the utility services will be compatible with the utility service requirements of the Boats (including electrical interconnection requirements or the effect of electrolytic action).

16. Discount. If, at any point in time during any monthly payment period, fuel, fresh water or septic pump-out services provided by Marina become unavailable for AREI use for at least three (3) consecutive calendar days, AREI will receive a 10% discount for the corresponding monthly lease payment. Such discount shall be applied to any monthly payment period in which fuel, fresh water, or septic services are unavailable for AREI use.

17. Access to Boats: The City shall have the right to inspect the Boats from time to time to determine if the Boats are in compliance with the terms of this Agreement.

18. No Warranties: The City makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or

the suitability of the Slip and the Marina for AREI's intended purposes. AREI acknowledges that AREI has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their current condition.

19. Holding Over: If any of the Boats remain at the Slip following termination of this Agreement, and without otherwise limiting the rights of the City hereunder, AREI shall be deemed to be occupying the Slip for purposes of transient dockage and shall pay the City the then applicable daily rate of transient moorage for each day the Boat continues to be moored at the Slip.

20. Emergencies, Hurricanes Or Other Acts Of God: The City expects AREI to have made suitable arrangements for safe, sheltered anchorage during tropical storms or hurricanes, and AREI warrants such arrangement have or will be made. AREI may not assume that the Marina will be safe, sheltered anchorage during tropical storms or hurricanes. In the event of an impending tropical storm or hurricane or other emergency, the City, in its sole discretion, is authorized to do whatever the City deems appropriate and reserves the right to move or evacuate unattended Boats at the AREI's risk and expense. UNDERTAKING TO MOVE OR EVACUATE BOATS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF BOAT BY THE CITY, NOR SHALL THE CITY BE DEEMED A BAILEE OF AREI.

21. Cumulative Remedies – No Waiver: The City's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same have become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

22. Assumption Of Risk -Disclaimer Of Liability – Indemnity: The dock lockers, Slips, Kiosk, Lease Area and the Marina are to be used at the sole risk of AREI, and AREI hereby assumes such risk. The City assumes no responsibility for and shall not be liable for the care, protection and security of the Boats. AREI, for itself, for the Boat and for AREI's Agents (as defined in Section 24) hereby releases the City from any and all liability for loss, death, damage or injury (collectively "injury") to any person or property arising out of or in connection with the condition or use of the Boats or the condition or use of the City or its services (including forklift, travel lift, unloading or loading of trailers and other services) whether such injury is caused by or through the acts or omissions of the City or by any other cause whatsoever, including the City's negligence, except the City's gross negligence or willful misconduct. AREI shall indemnify and hold harmless the City from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury (unless due to the willful misconduct or gross negligence of City) or arising from AREI's breach of this Agreement. Marina is not to be considered under this Agreement as an insurer of AREI's property and AREI should secure such insurance as AREI desires, AREI is advised to remove all items not permanently attached to the Boats while each Boat is in the Marina. Under no circumstances shall the City be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to AREI's use of the Marina. AREI and AREI's insurers agree to waive any right to petition for exoneration from or limitation of liability under

the laws of the United States in the event the Boats are involved in any casualty resulting in personal injury, death or property damage while stored at the Marina or in connection with this Agreement. In consideration of the monetary Lease Payment set forth in this Agreement, Owner agrees that the City shall not carry any insurance for the protection of Owner or Boats.

23. AREI's Responsibility for Damage and the Environment: AREI shall be responsible for and shall promptly, upon demand, pay the City for any damage caused to the Marina by AREI, the Boats or AREI's Agents. AREI shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay the City for any damage, expense or liability incurred by the City due to AREI's or AREI's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by AREI. AREI shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of the Marina. The costs for which AREI and Boat may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of any violations. AREI shall be responsible for immediately reporting and cleaning up any such release. AREI shall report any release immediately to the Marina manager and shall keep Marina informed on a daily basis of AREI's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with AREI's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at AREI's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.

24. Conduct: The conduct at the Marina of any of AREI's employees, licensees, agents or guests (herein individually referred to as "AREI's Agent") shall be the sole responsibility of AREI. Conduct by AREI or AREI's Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the City (including use of drugs or becoming intoxicated by alcohol) shall, at the option of the City, be cause for immediate termination of this Agreement by the City.

25. Security Service: AREI acknowledges that the security service provided by the City is a courtesy only and that, while the City will use its best efforts to provide adequate surveillance, the City bears no liability or responsibility in the event that AREI's or the Boats' security is breached.

26. Parking: AREI is in no way guaranteed parking spaces at the Marina or anywhere else on City property. Parking is available on a first come, first serve basis only

27. Joint and Several Liability: The obligations of AREI and each person executing this Agreement as AREI, are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Agreement shall be fully binding upon each of them.

28. Attorney's Fees: If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including attorney's fees in enforcing or protecting its rights, whether or not suit is filed.

29. Choice of Law: This Agreement shall be governed by the laws of Florida

30. Lien on Boat: The City shall have a lien against each Boat for amount owed under this Agreement and for any damage caused or contributed to by each Boat or AREI to any property of the City. If the City enforces its lien, AREI agrees to pay all legal fees and costs incurred by the City in such enforcement.

31. Environmental Awareness Contract: AREI shall abide by the terms of the Environmental Awareness Contract.

32. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

33. Entire Agreement. This Agreement contains the entire agreement between the Leasee and the City with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments shall be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

34. Notices. All notices to be provided hereunder shall be delivered to the City at their address stated above or to the Leasee addressed to Kevin P. McCarthy, Amelia River Excursions, Inc., 1 N. Front Street, Fernandina Beach, FL 32034 either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the above-specified address.

35. Force Majeure. Either party shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An “act of God” or “force majeure” is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonable within the control of either party and which by the exercise of due diligence, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended (not to exceed thirty (30) days) for the period that the force majeure or act of God is in place. In the event that such “act of God” or “force majeure” event continues beyond the thirty (30) days, either party may cancel the Agreement by delivering written notice to the other party.

36. Breach Other Than Non-Payment. If either AREI or the City fails to perform or breaches any agreement of the lease other than the agreement of AREI to pay rent to City, and the failure or breach continues for thirty (30) days after a written notice specifying the performance required has been given to the party in breach or failing to perform, the party giving notice may terminate the lease.

37. Termination for Non-Payment. If any rent due under this Agreement is not paid within fifteen (15) days of the date due, the City may assess additional finance charges of 18% per annum. If AREI continues to remain delinquent for a period of ninety (90) days, the City shall have the option to terminate this Agreement, resume possession of the Slip and kiosk/ticket booth area, and recover immediately from AREI the balance of the rent due as specified in this

Agreement.

38. Option to Terminate/Liquidated Damages. If AREI wishes to terminate this Agreement before the ending date of the Agreement, AREI will provide the City at least thirty (30) days prior written notice. The City will charge AREI \$5,600.00 as a termination fee. AREI will owe rent for the month prior to termination, any unpaid back rent and other damages as allowed by law. The City will not seek rent beyond the month of termination.

39. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, in consideration for the use of the Property and Slips, the parties have executed this instrument on the date first above written.

WITNESSES:

"LEASEE"

AMELIA RIVER EXCURSIONS, INC.
a Florida corporation

Signature of Witness
Printed Name:_____

By:_____
Kevin McCarthy, President

Signature of Witness
Printed Name:_____

WITNESSES:

"CITY"

FERNANDINA BEACH, FLORIDA
a municipal corporation

Signature of Witness
Printed Name:_____

By:_____
Dale L. Martin, City Manager

Signature of Witness
Printed Name:_____

APPROVED AS TO FORM AND LEGALITY:


By:_____
Tammi E. Bach, City Attorney

ATTEST:

By:_____
Caroline Best, City Clerk

RESOLUTION 2018-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN AMELIA RIVER EXCURSIONS, INC. AND THE CITY OF FERNANDINA BEACH FOR PERMANENT SLIPS AND LAND FOR A TICKET KIOSK AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach owns certain real property known as the Fernandina Harbor Marina ("Property"); and

WHEREAS, Amelia River Excursions, Inc., wishes to lease a portion of the Property for the purpose of installing and occupying a temporary ticket booth no more than 400 square feet in size to serve customers; and

WHEREAS, Amelia River Excursions, Inc., owns three boats and also wishes to lease three permanent slip locations in the Fernandina Harbor Marina; and

WHEREAS, the City is willing to allow Amelia River Excursions, Inc. to lease the Property and the slip locations, subject to the terms and conditions set forth in the Lease Agreement (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Lease Agreement with Amelia River Excursions, Inc., attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Lease Agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 4th day of December, 2018.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-190
Historic District Council Appeal - Page

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-190.

SYNOPSIS: The Land Development Code provides in Section 8.03.09 that an applicant may appeal a decision of the Historic District Council (HDC) to the City Commission within thirty days of the HDC's decision. Mr. John Cotner, agent for David and Kim Page are appealing on the basis set forth in Mr. Cotner's written request for appeal. The standard of review for the City Commission is called "strict scrutiny" and requires that the Commission find that the HDC did three things to support its decision:

1) Procedural Due Process: HDC is required to afford procedural due process to the parties (Page and City) which means that there was a hearing where evidence and testimony was taken and considered by the HDC, and the hearing must be conducted so that the applicant (Mr. and Mrs. David Page) and the public are given a reasonable opportunity to present the application and rebut information presented by persons appearing at the hearing; and

2) Applied the Correct Law: HDC is required to apply the correct law, and in this case that is the City's Comprehensive Plan, Land Development Code, including the Downtown Historic District Design Guidelines, and the Secretary of the Interior's Standards for Rehabilitation; and

3) Competent, Substantial Evidence: HDC must have based its decision on competent, substantial evidence. What does this mean? In *DeGroot v. Sheffield*, 95 So.2d 912 (Fla. 1957), the Florida Supreme Court defined "competent substantial evidence" as "such relevant evidence as a reasonable mind would accept as adequate to support a conclusion." A further elaboration of this definition was presented by the Fifth District Court of Appeal in *Loneragan v. Estate of Budahazi*, 669 So. 2d 1062 (Fla. 5th DCA 1996): "the term 'competent substantial evidence' does not relate to the quality, character, convincing power, probative value or weight of the evidence but refers to the existence of some evidence (quantity) as to each essential element and as to the legality and admissibility of that evidence. Competency of evidence refers to its admissibility under legal rules of evidence. 'Substantial' requires that there be some (more than a mere iota or scintilla), real, material, pertinent, and relevant evidence (as distinguished from ethereal, metaphysical, speculative or merely theoretical evidence or hypothetical possibilities) having definite probative value (that is, 'tending to prove') as to each essential element of the offense charged . . . circumstantial evidence is sufficient. Direct evidence is not required."

If the HDC did all of these three things listed above in its hearing on October 18, 2018, the City Commission must affirm the HDC's decision. The City Commission must not allow any new evidence during its review. If the City Commission believes that the HDC should hear further evidence, the Commission can remand the case back to the HDC. The City Commission's decision must be based on the record of the October 18, 2018 HDC hearing. *See Section 8.03.09 Land Development Code*. This procedure is akin to a first-tier certiorari review in the Circuit Court for land use decisions.

The appellants, Mr. and Mrs. David Page, are entitled to a hearing for the City Commission to review the record of the HDC quasi-judicial hearing on October 18, 2018. Any appeal of the City Commission's decision would be to the Circuit Court within thirty days of the Commission's decision which shall be in writing and signed by the Mayor.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): NA

Nicole Bednar, Administrative Services Manager	12/14/2018
Dale Martin, City Manager	12/18/2018
Tammi E. Bach, City Attorney	12/20/2018

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



Caroline Best

Date: December 13, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2018-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING/DENYING/REMANDING THE APPEAL FILED BY DAVID AND KIM PAGE REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2018-43, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Land Development Code contains an appeals procedure for an applicant aggrieved by any decision of the Historic District Council (HDC), which is set forth in Section 8.03.09; and

WHEREAS, the petition for appeal shall be submitted in writing to the City Clerk, stating the basis for the appeal in clear and precise terms, and shall be filed within thirty days after the decision of the Historic District Council; and

WHEREAS, the City Clerk has reviewed the petition for appeal and determined the applicant met the requirements for seeking an appeal by the City Commission having filed an appeal within thirty days of the HDC's decision; and

WHEREAS, the City Clerk directed this petition be presented to the City Commission for consideration and has provided the applicant a minimum of ten days' written notice of the scheduled hearing date of December 18, 2018.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The record of the proceedings of the Historic District Council's hearing of case HDC #2018-43, conducted on October 8, 2018, has been reviewed and considered by the City Commission. No additional evidence was taken by the Commission at this appeal hearing as provided in Section 8.03.09 of the Land Development Code. The City Commission has reviewed the issues of procedural due process, application of the correct law and whether the HDC had competent, substantial evidence to support its decision on October 8, 2018.

SECTION 2. The petition for appeal filed by David and Kim Page, HDC case #2018-43, is hereby approved/denied/remanded, and the City Commission makes findings of fact and conclusions of law.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
COMMISSIONER-MAYOR

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the signature line for Tammi E. Bach.

CAROLINE BEST
CITY CLERK

TAMMI E. BACH
CITY ATTORNEY


Cotner Associates, Inc.

A r c h i t e c t s

LETTER OF TRANSMITTAL

To: Caroline Best, City Clerk
Company: City of Fernandina Beach
Phone: 904-310-3115
Re: Mixed use development for Page properties HDC Case
#2018-43
Project #: 181307.00
From: John M. Cotner, AIA
Date: November 13, 2018
Pages excluding cover: Packet
Sent via: Deliver

Please find the following:

- Letter dated 11/1/18 concerning the filing of appeal with City Commission
- Minutes from October 18, 2018, portion concerning the case HDC 2018-43
- Materials from HDC submittal for meeting 10/8/18:
 - 1) Memo analysis of property at 224 N 2nd Street
 - 2) Staff report
 - 3) Application

Since the city offices were closed yesterday for Veteran's day, wouldn't the next business day be acceptable to accept this appeal for the December 4th meeting as is common practice elsewhere?



CITY OF FERNANDINA BEACH

City Clerk's Office

Caroline Best

City Clerk

November 1, 2018

Cotner Associates, Inc.
Architects
9 South Third Street
Fernandina Beach, Florida 32034

United States Postal Service Certified Mail: 7016 1370 0001 9999 3124

Dear Mr. Cotner,

The City Clerk's Office is in receipt of your e-mail correspondence dated October 30, 2018 to appeal Historic District Council (HDC) Case#2018-43: 224 North 2nd Street. Accordingly a Quasi-Judicial Public Hearing is scheduled for Tuesday, December 4, 2018 at 6:00pm in City Hall Commission Chambers located at 204 Ash Street, Fernandina Beach, Florida, 32034. The Honorable City Commission will hear appeal arguments regarding real property located at 224 North 2nd Street at this time.

Pursuant to Land Development Code Section 8.03.09 please be advised of the following:

- The record on appeal shall consist of the record of the proceedings (which shall be the minutes of the meeting, unless the person requesting the appeal provides a verbatim transcript at their cost) including the staff report and all other evidence presented by the City and the applicant.
- If either the City or the applicant desires to present new evidence, the matter may be referred back to the HDC for their review.

Please contact me directly with any questions.

Sincerely,

Caroline Best, CMC
City Clerk
204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115



**MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
OCTOBER 18, 2018**

1. CALL TO ORDER – 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta

Michael Harrison (Chair)

Benjamin Morrison (Alt1)

Ricky Escalante (Alt 2)

MEMBERS ABSENT:

Angela Conway

Robert Erickson

Michael Spino

OTHERS PRESENT

Valerie Faltemier, Pro-tem City Attorney

Kelly Gibson, Planning Director

Samantha Rogic, Recording Secretary

Member Escalante and Member Morrison were seated as voting members.

Member Morrison recused himself from items 4.1 and 4.2 of New Business.

2. APPROVAL OF MEETING MINUTES

2.1 August 16, 2018 Regular Meeting

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Escalante to approve the minutes as presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

3. OLD BUSINESS

3.1 HDC 2018-33: SCOTT & JULIE JONES, 908 WHITE STREET

Conceptual Certificate of Approval (COA) to construct a two-story, single-family dwelling and two-story accessory structure. (*Quasi-Judicial*)

Scott Jones, the applicant, provided information and details specific to requested action and was available to answer questions from the Board.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Escalante, to approve HDC case number 2018-33 with Staff's recommended conditions as indicated in the Staff Report and Board comments; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2018-33, with comments, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant conceptual approval at this time.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

- 3.2 **HDC 2018-41: ROBERT & DEBORAH WESTHOUSE, 1122 WHITE STREET**
Certificate of Approval (COA) to construct a 1676 square foot, 1-story dwelling. (*Quasi-Judicial*)

Robert Westhouse, the owner/applicant, provided information and details specific to the requested action and was available to answer questions from the Board.

Donald Skipper, the builder, provided additional details.

ACTION TAKEN: A motion was made by Member Escalante, seconded by Member Pozzetta, to approve HDC case number 2018-41 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2018-41, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

Vote upon passage of the motion was taken by ayes and nays and was as follows:

Member Pozzetta:	Aye
Member Morrison:	Nay
Member Escalante:	Aye
Chair Harrison:	Aye

Motion passed.

4. NEW BUSINESS

- 4.1 **HDC 2018-43: COTNER & ASSOCIATES, AGENT FOR DAVID PEYTON PAGE JR. & KIMBERLY PRUITT PAGE, 224 N. 2ND STREET**
Certificate of Approval (COA) to demolish a single-family residential structure, constructed in 1884, located in the CRA and adjacent to the Downtown Historic District. (*Quasi-Judicial*)

John Cotner, agent to the applicant, provided information and details specific to the requested action.

ACTION TAKEN: A motion was made by Member Pozzetta to continue HDC case 2018-43 to the November 15, 2018 meeting of the HDC.

No second.

Motion failed.

ACTION TAKEN: A motion was made by Member Escalante to deny HDC case 2018-43.

No second.

Motion failed.

Chair Harrison passed gavel to Member Pozzetta.

ACTION TAKEN: Member Harrison made a motion to continue HDC 2018-43 to the November meeting at which time the applicant will provide further information on the condition of the building and the alternatives to demolition that have been explored or will be explored.

No second.

Motion failed.

ACTION TAKEN: A motion was made by Member Escalante, seconded by Member Harrison, to deny HDC case number 2018-43 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2018-43, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's

Standards and the Waterfront Community Redevelopment Area Guidelines to warrant approval at this time.

Vote upon passage of the motion was taken by ayes and nays, and was as follows:

Acting Chair Pozzetta:	Nay
Member Escalante:	Aye
Member Harrison:	Aye

Motion passed.

4.2 HDC 2018-44: COTNER & ASSOCIATES, AGENT FOR DAVID PEYTON PAGE JR. & KIMBERLY PRUITT PAGE, 224 N. 2ND STREET

Conceptual Certificate of Approval (COA) to construct two mixed-use, 3-story structures containing commercial and residential units totaling approximately 10,000 square feet. (*Quasi-Judicial*)

Request withdrawn.

4.3 HDC 2018-45: DONALD SKIPPER, AGENT FOR TIMOTHY J. & PATRICIA L. GREEN, 1119 SOMERUELUS STREET

Certificate of Approval (COA) to construct a 1-story, 2,047 square foot primary structure and a 500 square foot detached accessory structure with two carports. (*Quasi-Judicial*)

Tim and Patricia Green, owners of the property, provided information and details specific to the requested action.

Donald Skipper, agent, provided additional information.

Greg Power, 913 White Street, inquired on the specifics of the garage and spoke in support of the request.

Andrea Power, 913 White Street, inquired on where exactly it states that one cannot build on Town Street.

ACTION TAKEN: A motion was made by Member Escalante to approve HDC 2018-45 with the condition that a distinction is made between the primary and accessory structure.

No second.

Motion failed.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to continue HDC case 2018-45 with the condition that the feedback provided to the applicant by the Board be reflected in the revised design.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4.4 HDC 2018-46: GARY A. & PHYLLIS M. PONGETTI, 1102 WHITE STREET (LOTS 11 & 12)

Conceptual Certificate of Approval (COA) to construct a 1-story, 1,311 square foot primary structure and a 450 square foot detached accessory structure. (*Quasi-Judicial*)

Gary and Phyllis Pongetti, the owner/applicants, provided information and details specific to the requested action.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Escalante, to approve HDC case number 2018-46 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2018-46, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant conceptual



Cotner Associates, Inc.

A r c h i t e c t s

MEMORANDUM

To: David and Kim Page
From: John M. Cotner, AIA
Date: October 15, 2018
Re: 224 North 2nd Street

A. Economic analysis (north parcel/building)

New proposed	5280s.f. (3 storey)
<u>Existing</u>	<u>2905s.f. (2 storey)</u>
Difference	2375s.f.

Assuming average rental rate @ \$15/s.f. / year yields loss of income @ \$35,625 +/-

B. Construction comparison

New proposed 5280 s.f. x \$200/s.f. =	\$1,056,000
Existing renovation 2905s.f. x \$350/s.f. =	\$1,016,750

Renovation requires:

- 1) Building relocation to accommodate parking, setbacks, requirement for new foundation, etc.
- 2) Porches will have to be removed for relocation
- 3) New cladding will be required
 - a. Siding
 - b. Windows/doors
 - c. Roofing
 - d. Reconstruction of porches
- 4) New hvac, electric & plumbing will be required
- 5) All interior finishes will need replacing as gutting will be required for #4 above as well as insulation.

Note: Due to hand demo, necessary upgrade of cladding materials to attain historic authenticity, unit cost climbs drastically, thus the substantial delta from new vs. renovation cost/unit.

Given the above data, I believe the renovation option is not delivering the highest/best use or method of improvement for an investment property. Given the loss of income, state of disrepair/neglect, the above and Gillette's concurrence as support, I must recommend demolition as your design professional.

Should questions arise, please give me a call or drop me an email. I'll be at HDC 10/18/18, 5:00 to present your case.

John

cc: Sal Cumella



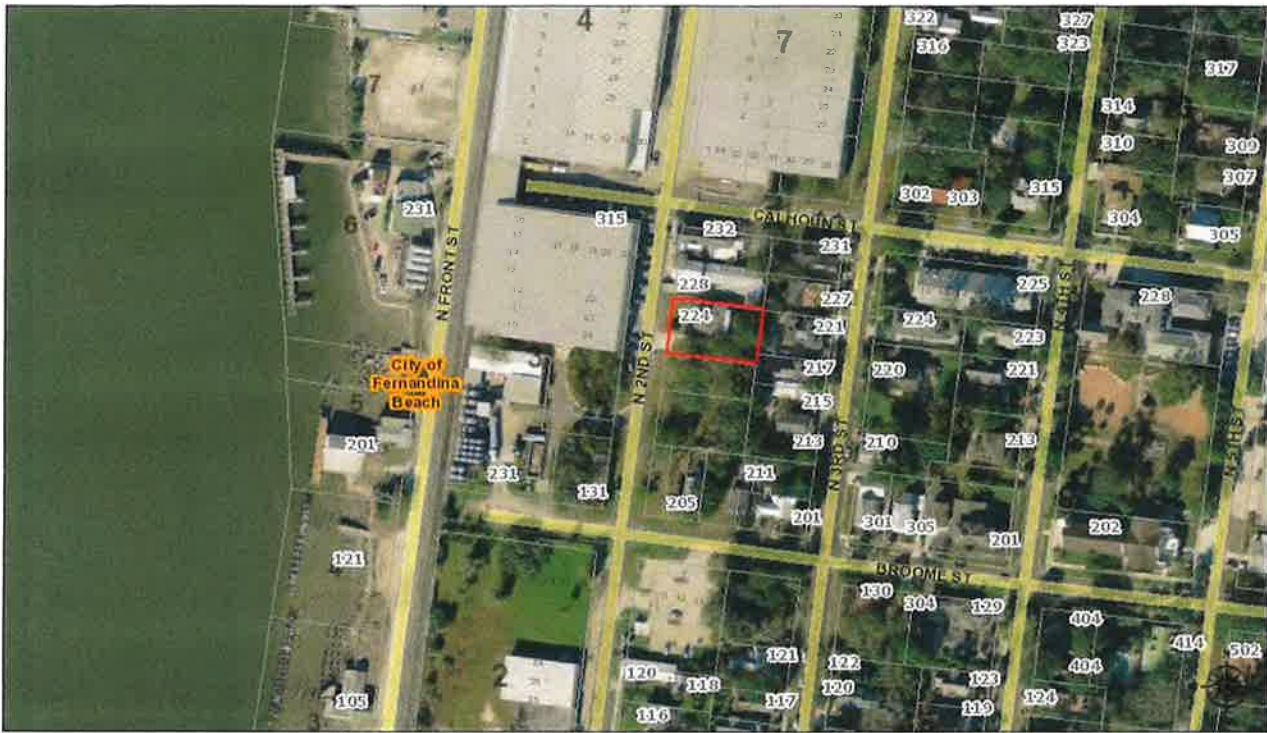
HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2018-43
OCTOBER 18, 2018

Owner/Applicant:	Cotner Associates, Inc., agent for David Peyton Page Jr. & Kimberly Pruitt Page				
Property Address:	224 N. 2 nd Street				
Requested action:	Certificate of Approval (COA) to demolish primary structure.				
Current zoning:	C-3				
FLUM land use category:	Central Business District				
Existing uses on the site:	Residential				
FL Master Site File #	8NA00246				
Year Built:	1884 (FMSF 8NA00246)				
Contributing Status:	Not in Historic District, but potentially eligible for inclusion as a contributing structure.				
Adjacent Properties:	North	Warehouse	I-1	c.1980	
	South	Vacant	C-3		
	East	Single-Family Residential	R-2	c.1910	
	West	Warehouse	I-1	c.1998	OHPA

All required application materials have been received. All fees have been paid. All required notices have been made.

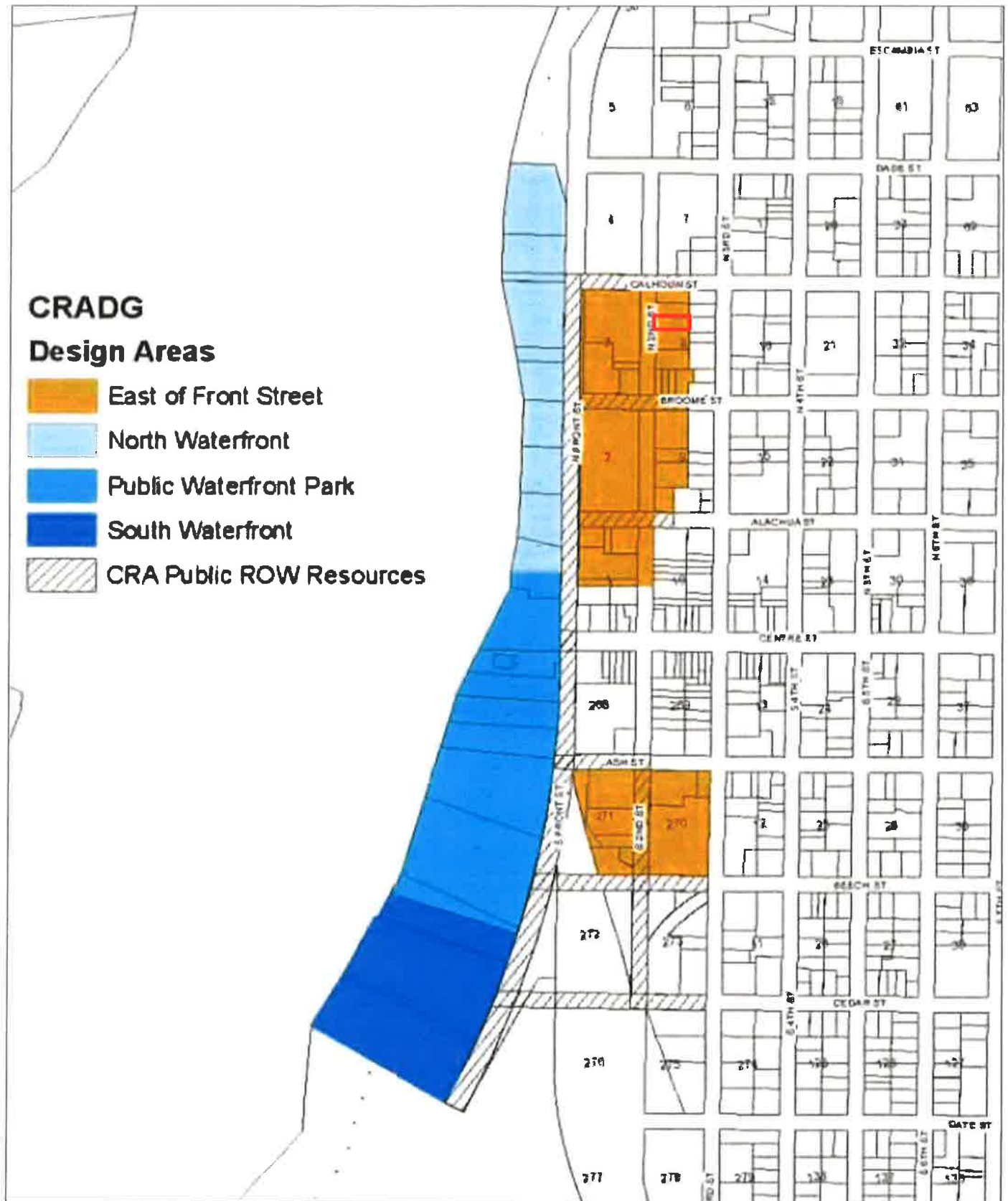


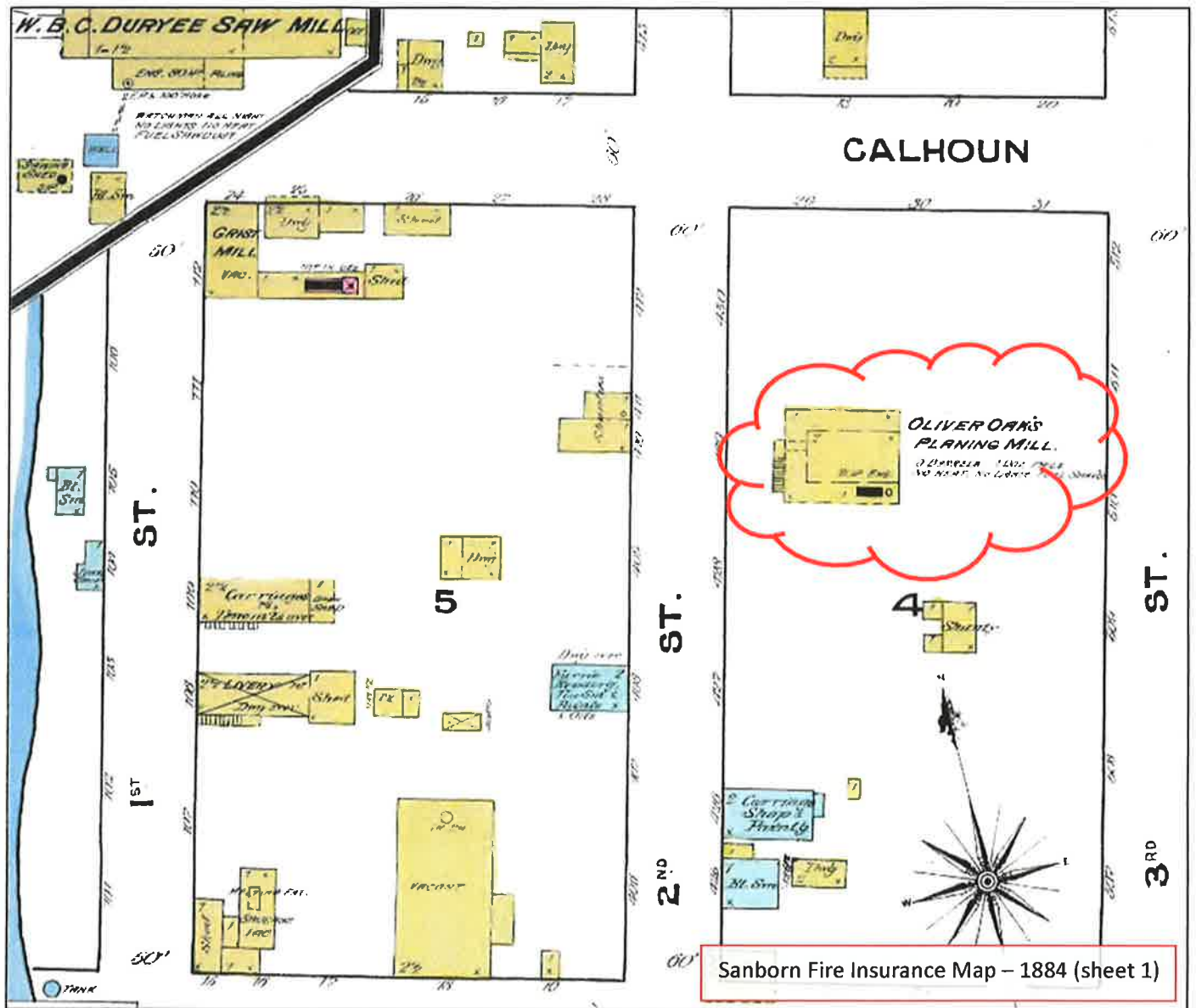
224 N 2nd Street

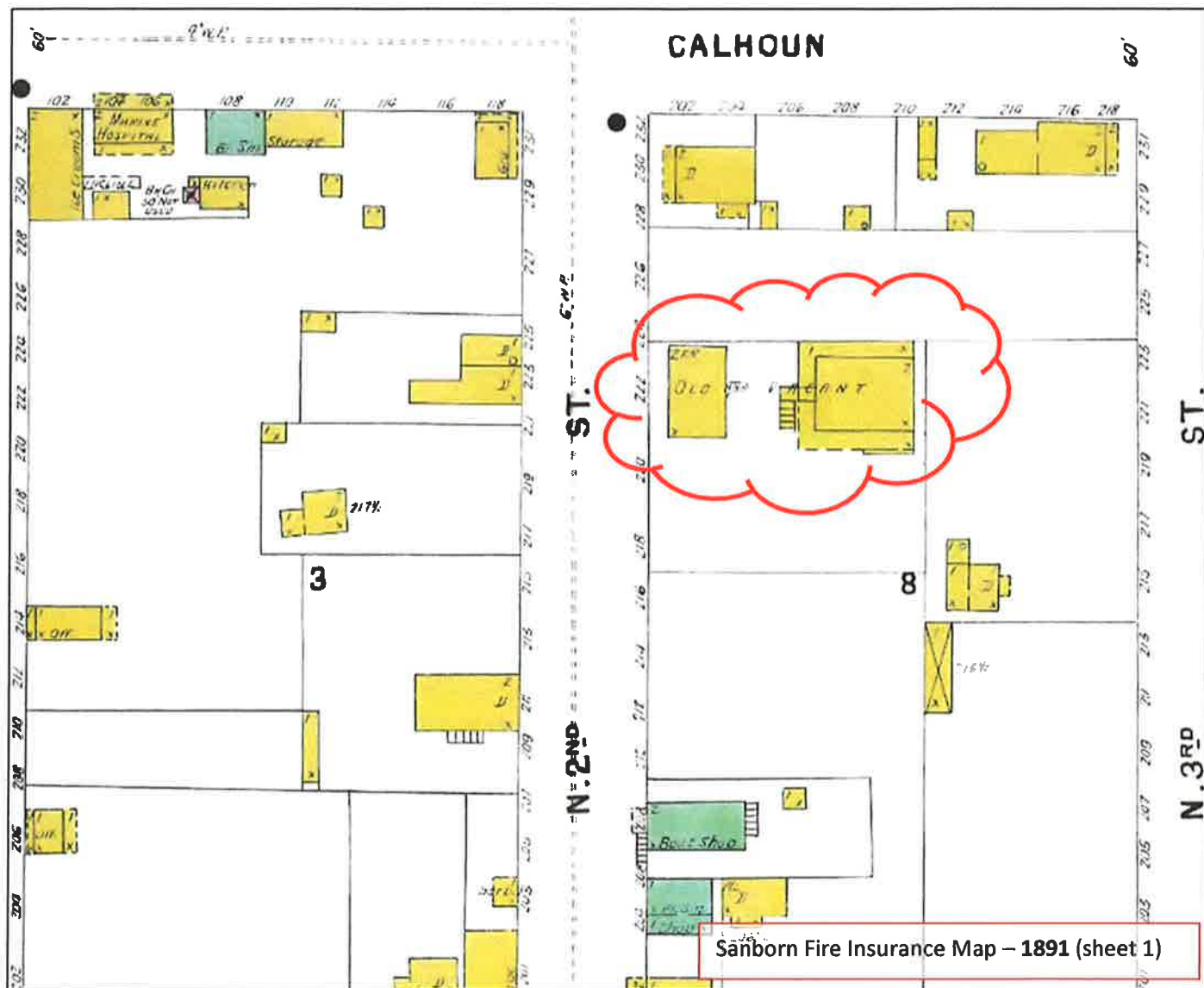


224 N 2nd Street Zoning

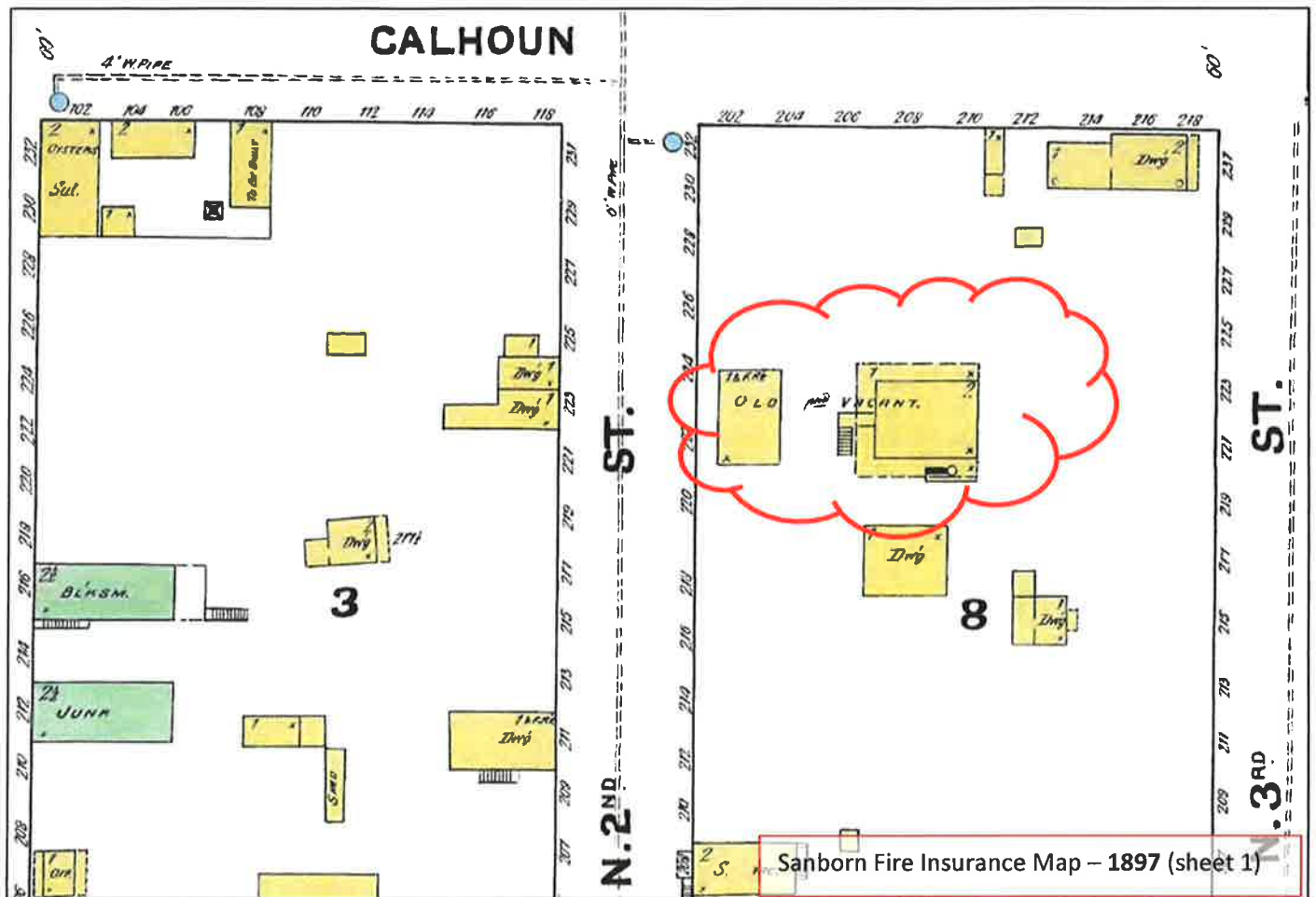


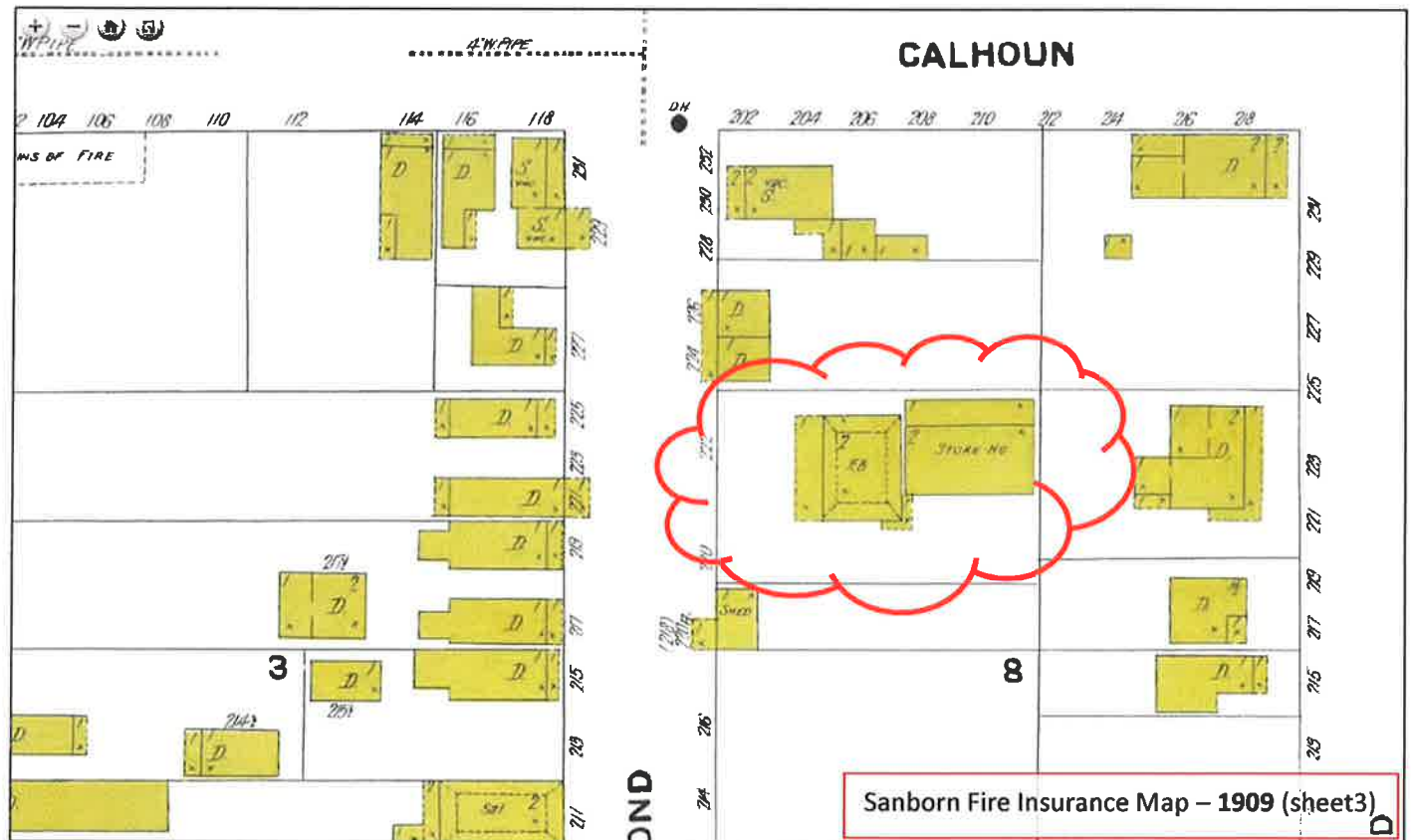
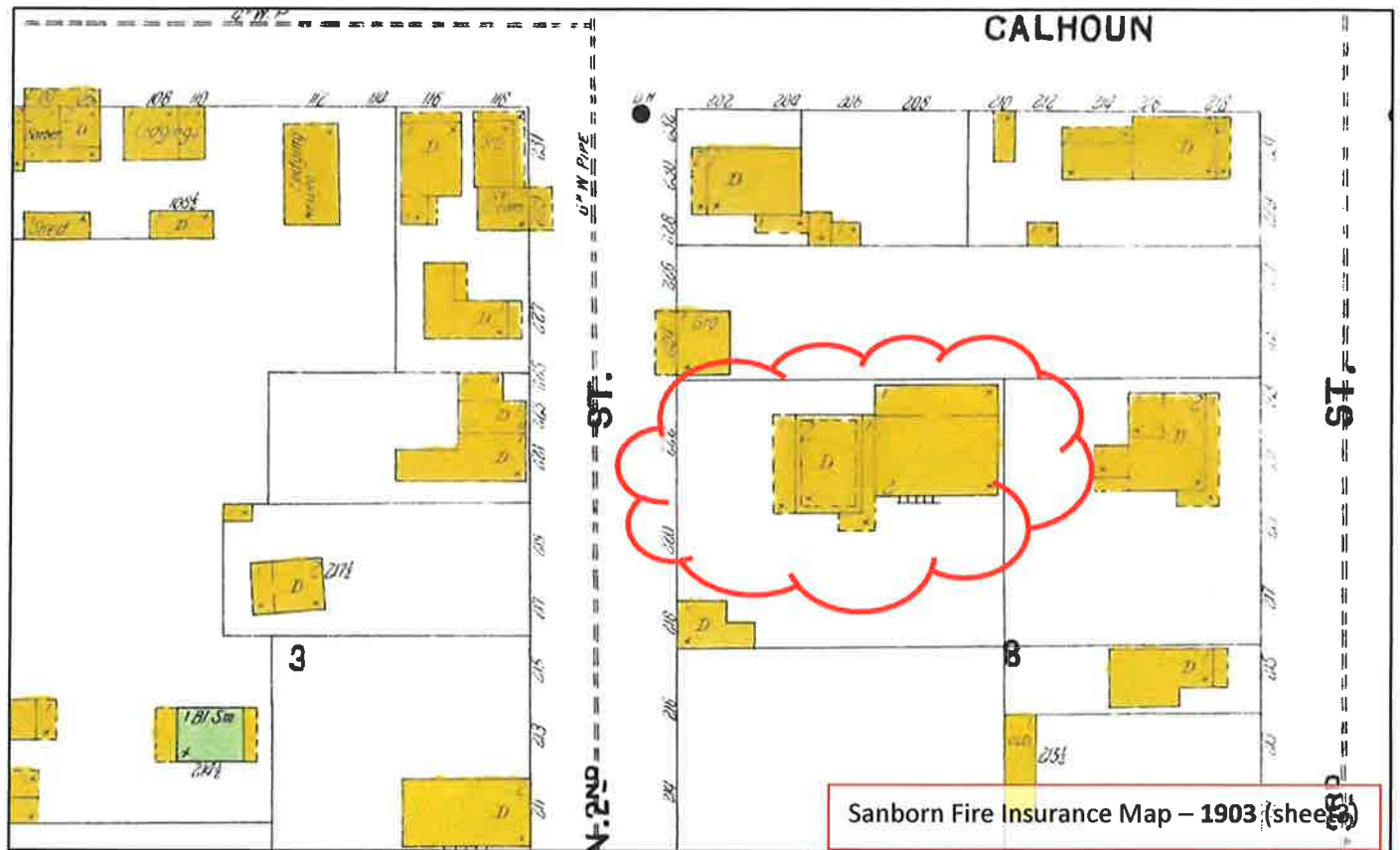


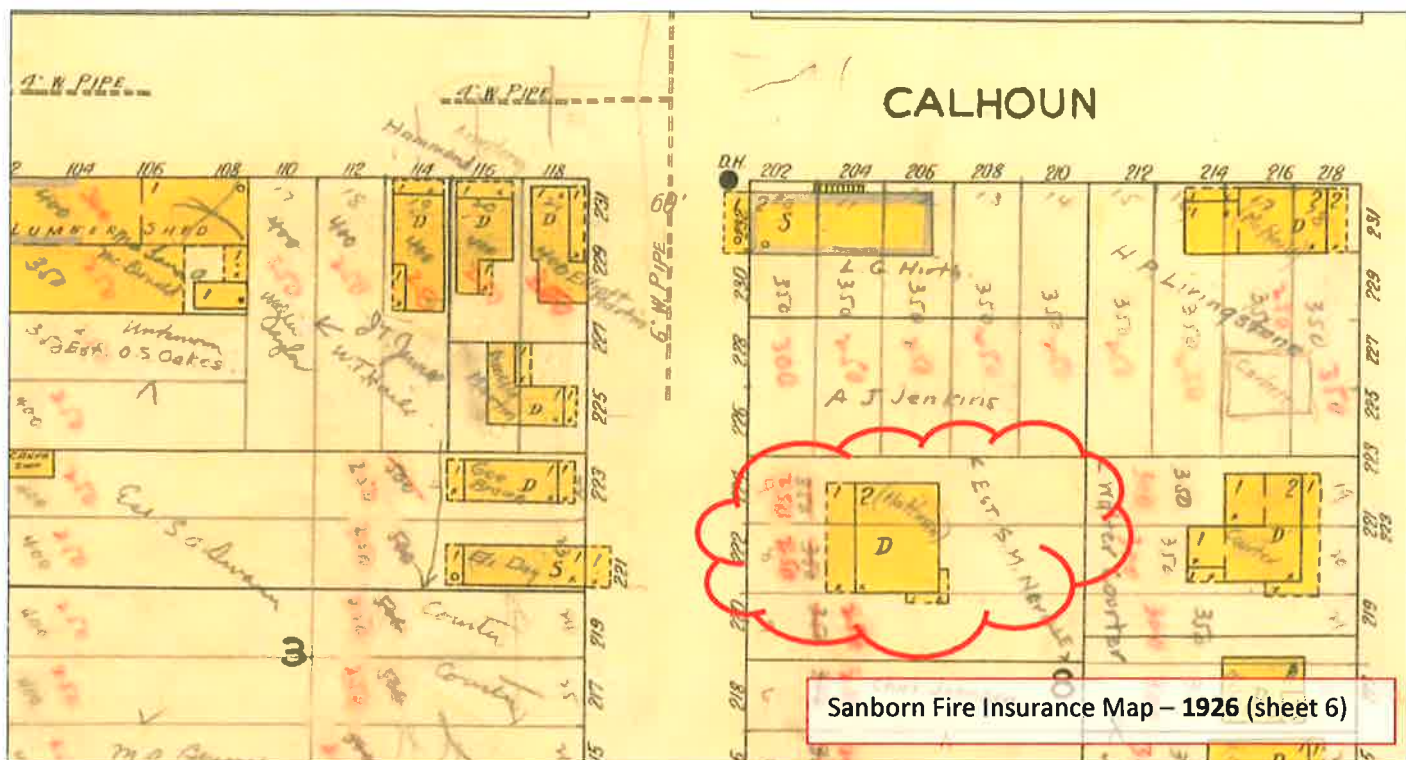




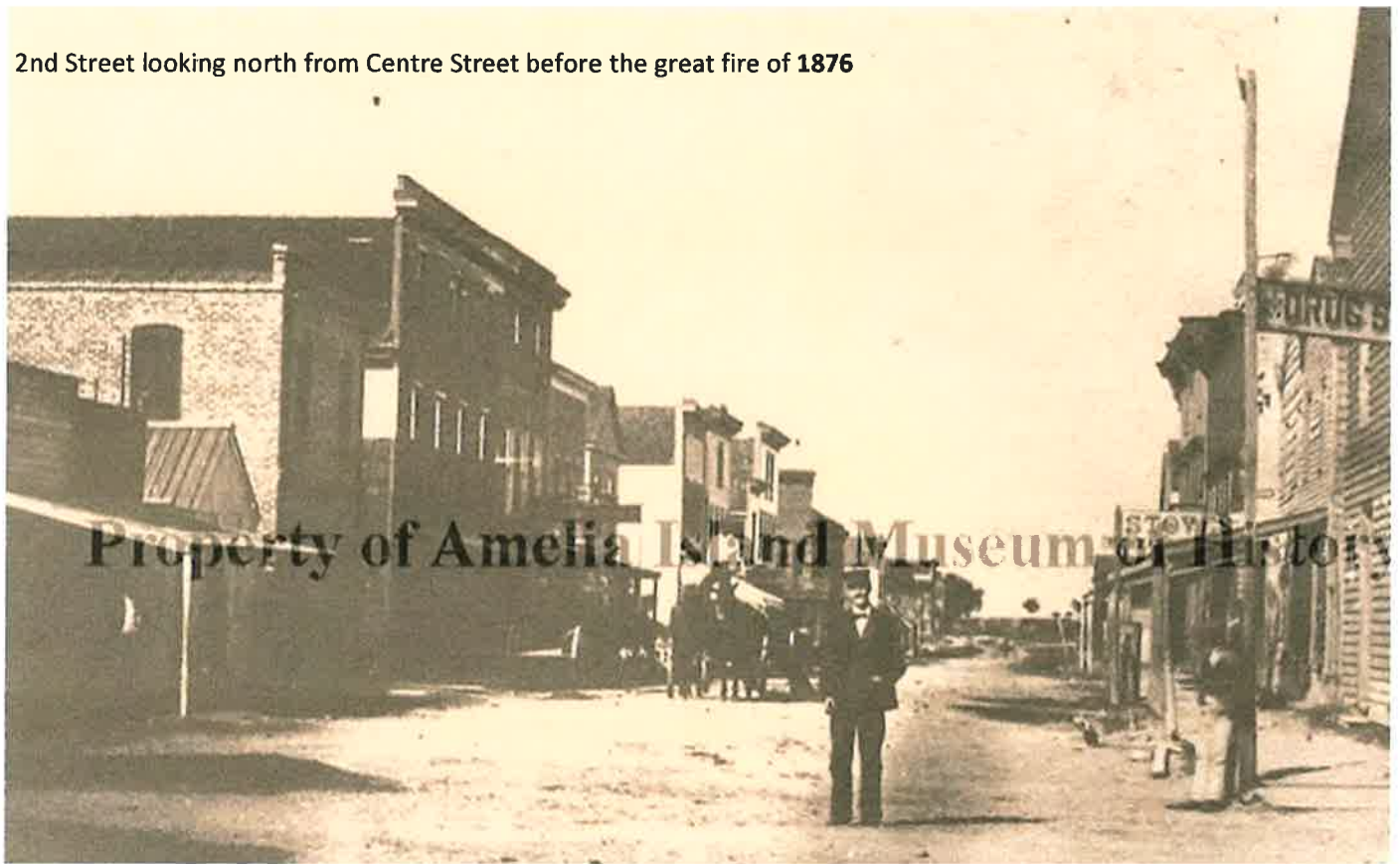
Sanborn Fire Insurance Map – 1891 (sheet 1)







2nd Street looking north from Centre Street before the great fire of 1876



City of Fernandina right after the fire on March 23, 1876. Nearly 40 buildings were destroyed. This was nearly the entire business portion of the city. Buildings lost included the Post Office, City Offices, the Probate and County Clerks Office, Offices of the Charleston Steamship Company, and the Observer printing office.

1884 Birdseye View of Fernandina



2nd St after 1898 Hurricane

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is seeking approval to demolish the primary structure.

This Central Business District (C-3) zoned property is located within the 4.4 East of Front Street Design Area of the Waterfront Community Redevelopment Area. As such, all demolitions are required to be reviewed by the Historic District Council.

2nd Street Historically served as the City's "main street." Connecting Old Town to "New Fernandina," it was a vital street which housed many businesses, dwellings, City Hall, the post office, etc. A fire in 1876 destroyed many of the original wood structures. 2nd street was rebuilt, only to have a hurricane in 1898 damage many of the new and restored buildings. Over time businesses shifted and Centre Street became the main corridor in the City. The 2nd street neighborhood slowly declined, ultimately leading to much of it being demolished in the 1990's for the expansion of the port. Hemmed in between the port and the formal boundary of the Downtown Historic District, this neighborhood has been long neglected and struggles to recapture the distinct identity it once had. Utilizing the few remaining historic structures in this neighborhood is vital to the rehabilitation of the area, maintaining its link to the formal historic district, and understanding this areas place in the history of the city.

The structure located at 224 N. 2nd Street, in its current form, was constructed between 1897 and 1903. The structure was originally the site of Oliver Oak's planning mill, which most likely worked in conjunction with the Duryee Saw Mill a few blocks north. The two-story structure with one-story wrap-around porches first appears on the Sanborn Fire Insurance Maps in 1884. In 1891 and 1897 the structure is shown with a new structure in front of it to the west and is labeled as "old and vacant." In 1903 the maps show that two of the porches have been removed from the structure and a two-story dwelling was added to the front of the building. The map indicates it was a two-story structure with one-story front porch and mansard roof. The 1909 map shows that the roofed area that connects the two structure is removed and notes the structure as "female boarding," which is commonly accepted on Sanborn Map keys as meaning a bordello. The planning mill building is listed as a "store house" on this map. 1926 is the next Sanborn Map we have access to, and it shows the house (listed as a dwelling again) in the same configuration with the store house building removed.

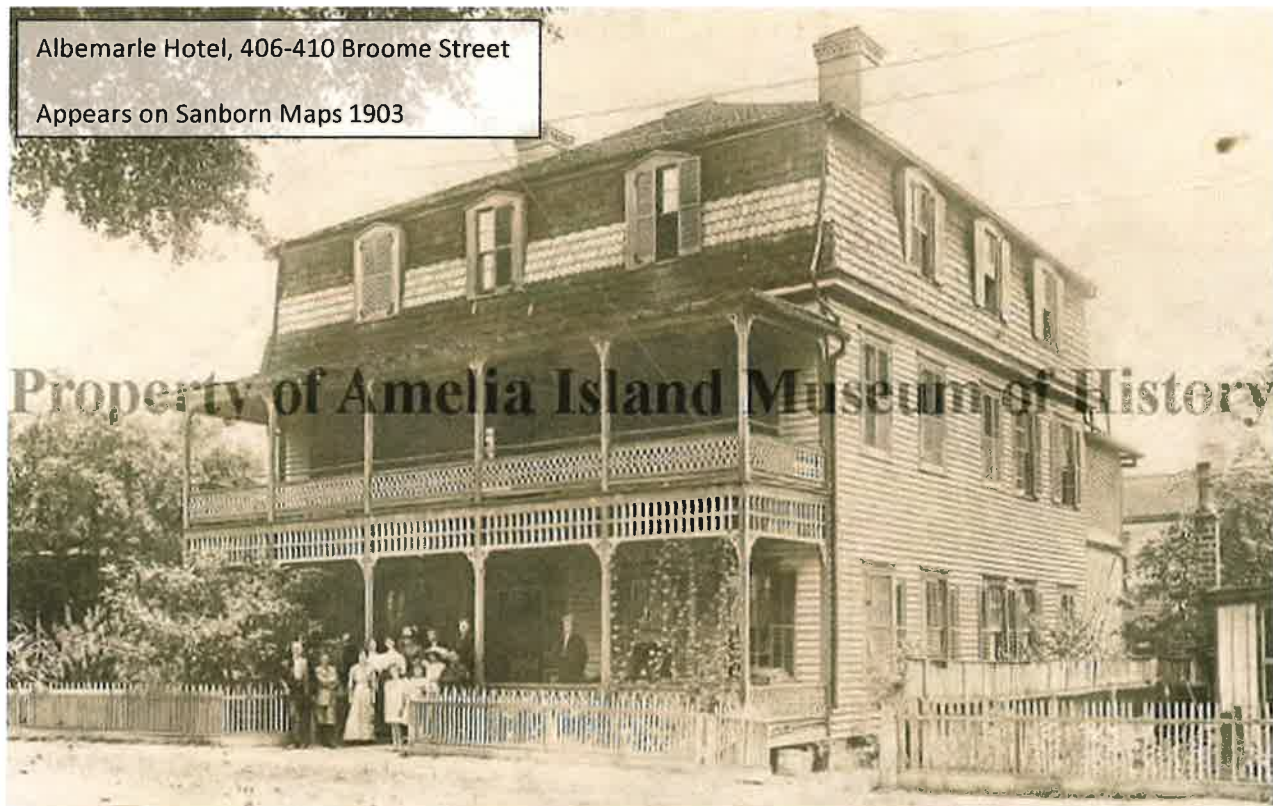
Popular between the years 1855 and 1885, the Second Empire style of architecture is distinguished by its Mansard (dual-pitched hipped) roof with dormer windows on steep lower slope; molded cornices normally bound the lower roof slope both above and below; decorative brackets are usually present beneath the eaves.

This style was most popular the northeastern and midwestern United States. Second empire structures were rare in Fernandina. Research from the Sanborn Fire Insurance Maps and the 1884 Birdseye View show that a few residential Second Empire structures did exist in the city. 224 N. 2nd Street is the only residential Second Empire structure remaining in the city.

Photos show that the Albemarle Hotel, which was located at 406-410 Broome Street, would have been very similar in style, size, and appearance to 224 N. 2nd Street. The Albemarle Hotel was demolished sometime after 1949.

Albemarle Hotel, 406-410 Broome Street

Appears on Sanborn Maps 1903



The largest and most notable example of this style of architecture in Fernandina is St. Michael's Academy, (228 N. 4th Street), which still stands today.



This property has been identified as having deficiencies caused by owner neglect dating back to 2009. As this historic structure does not lie within the Downtown Historic District, it is not subject to Demolition by Neglect regulations. Code Enforcement had been attempting to get the previous owners of the property to properly maintain the structure without success.





APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

- Findings: Complies ☒ Does not Comply ☐ N/A ☐
9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- Findings: Complies ☐ Does not Comply ☒ N/A ☐
10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**
- Findings: Complies ☐ Does not Comply ☒ N/A ☐

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

2.01.13 Central Business District (C-3)

The C-3 District is intended for the development of land uses within the central business district as the City's center for residential, financial, commercial, governmental, professional, and cultural activities. The Central Business District category is designed to accommodate single-family or duplex residential uses, either freestanding or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

- A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
- B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
- C. Foster awareness and pride in the accomplishments and events of the City's past;
- D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
- E. Stabilize and improve property values and encourage compatible redevelopment;
- F. Enhance the visual and aesthetic character of the City; and
- G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

- C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

8.03.03.01 Requirements for Demolition Applications

- A. Application requirements. Application for a Certificate of Approval for any demolition of a primary building or structure (contributing or noncontributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC. No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.
- B. Public hearings and notice requirements. Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.
- C. Review criteria for demolition applications. In evaluating applications for a Certificate of Approval for demolition, the HDC shall consider the following:
 - 1. Whether the structure or site would meet national, state, or local criteria for designation;
 - 2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;
 - 3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;
 - 4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;
 - 5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;
 - 6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;
 - 7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;
 - 8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;
 - 9. Whether the applicant will be denied a reasonable return on his or her investment;
 - 10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;
 - 11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.
- D. Written evidence. The HDC may request the following written evidence be submitted as part of an application for a Certificate of Approval for demolition:
 - 1. A report from a certified property appraiser stating that such structure as it exists will not earn a reasonable economic return for the owner.
 - 2. A report from a certified property appraiser as to the estimated market value of the property both in its current condition and after completion of the proposed demolition or removal.
 - 3. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation and/or relocation.
 - 4. An estimate from an architect, developer, real estate consultant, or appraiser experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure in its current location or in any proposed new location.

- E. Demolition delay period. The HDC may grant a Certificate of Approval for demolition as requested by a property owner which may provide for a delayed effective date. The effective date of the certificate will be determined by the HDC based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. The HDC may delay the demolition of contributing buildings within locally designated historic districts for up to six months, and for non-contributing buildings within locally designated historic districts for up to three months. During the delay period, the HDC may take such steps as it deems necessary to preserve the structure requested to be demolished and ensure that the structure is secured and stabilized. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure to a new location.
- F. Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.
- G. Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.
- H. Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from this requirement. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.
- I. Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the Planning Department. During the permit application review period, the Planning Department shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

8.03.06 Economic Hardship

- A. A property owner may demonstrate economic hardship as to demolition, substitution of alternative building materials, or other cases for primary structures by providing the following information as applicable and as may be required by the HDC.
 - 1. Owner currently receives fixed income benefits;
 - 2. Owner currently receives assistance through income-indexed program which provides for physical improvements to the property;
 - 3. An estimate of the cost of the proposed construction, alteration, demolition, or removal and an

- estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
4. Any documentation related to good faith attempts to sell, rehabilitate or reuse the structure or structures within the last three (3) years;
 5. Proof of payment of property taxes within the last three (3) years;
 6. Owner has tax-exempt status as a (501)(c)(3) organization;
 7. A report from a developer, real estate consultant, certified property appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility or viability or rehabilitation or reuse of the existing structure or structures; and/or
 8. A report from an engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability or feasibility for rehabilitation or reuse.
- B. Property owners are not required to prove economic hardship for accessory structures.

CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN: HISTORIC PRESRVATION ELEMENT

Policy 11.08.01.

The City shall encourage protection, preservation, and revitalization of historic non-designated structures and neighborhoods.

ANALYSIS:

Demolition Criteria	
1. Whether the structure or site would meet national, state, or local criteria for designation;	The due to the cultural and architectural value the structure embodies, the structure could meet criteria for designation as a contributing structure to the Downtown Historic District
2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;	Structure is eligible to become a contributing structure to the Downtown Historic District, but is not currently included in the Historic District.
3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;	Loss of the site would further deteriorate this once important street in the City's history.
4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;	The structure is an architectural style unique to the City, but it would be possible to reproduce.
5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;	This structure is the last remaining residential example of Second Empire architecture in the City. This style is unique in that it is an architectural outlier. This style was mainly seen in the northeast and Midwest.

6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;	As one of the last remaining historic structures in the neighborhood, its removal would further weaken the historic relationship between the structures and land.
7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;	Retention of this structure does promote the general welfare of the city by providing an opportunity to study local architecture, development patterns, and local history
8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;	The applicant has provided an assessment from Gillette and Associates, Inc. indicating the level of repairs that are needed. No alternatives to demolition have been provided.
9. Whether the applicant will be denied a reasonable return on his or her investment;	The applicant has recently purchased the property and would not be denied a reasonable return on their investment.
10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;	The applicant has provided a letter from an engineering firm indicating the expected level of repairs that would be required to rehabilitate the structure.
11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.	Code Enforcement and Appeals Board had been working to get the former owner to address the neglect of the structure and bring it into compliance.

Although the structure has had several insensitive alterations and suffers from neglect, staffs believes the home to be an important link to this neighborhood's history and merits rehabilitation. This structure also represents the last residential example of this architectural style.

The applicant seeks to redevelop this site to include mixed use structures as part of HDC 2018-44, which is being heard concurrently with this application. Many examples exist where historic structures are rehabilitated and developed as part of a larger site that is designed to be complimentary to the historic structure and can achieve re-development goals while highlighting historic structures (see Exhibit 2). This property was purchased by the current owner in April 2017. Although the current owner did not cause the neglect to the structure, they purchased it knowing its condition and historic value.

Since the foundation of the structure is in need of repair, opportunity exists to relocate the structure closer to the front property line and allow for construction of a new building behind the historic structure. Much like the planning mill that was historically located behind the home. There is also an opportunity to include this property in the Downtown Historic District which abuts this property. This have the effect of making this a certified historic structure and would allow for the Building Official to have discretion in the application of "substantial improvement" regulations, allow for exemptions from ADA requirements from the State, and make the project eligible for both local ad valorem tax exemptions and the Federal Historic Preservation Tax

STAFF RECOMMENDATION:

Staff finds that the requested action, as presented, is not consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Waterfront Community Redevelopment Area Guidelines.

Staff recommends:

DENIAL of HDC 2018-43

MOTION TO CONSIDER:

I move to approve or deny HDC case number 2018-43 with or without conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2018-43, as presented, is or is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards and the Waterfront Community Redevelopment Area Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

- | | |
|------------------|--|
| EXHIBIT 1 | HDC 2018-43 Application and Backup Materials |
| EXHIBIT 2 | City of Gainesville Historic Preservation and Design Guidelines: Design Guidelines for New Construction, <i>University Heights North and University Heights South</i> |

Respectfully Submitted,



Salvatore J. Cumella
Historic Preservation Planner



HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2018-43
OCTOBER 18, 2018

Owner/Applicant:	Cotner Associates, Inc., agent for David Peyton Page Jr. & Kimberly Pruitt Page				
Property Address:	224 N. 2 nd Street				
Requested action:	Certificate of Approval (COA) to demolish primary structure.				
Current zoning:	C-3				
FLUM land use category:	Central Business District				
Existing uses on the site:	Residential				
FL Master Site File #	8NA00246				
Year Built:	1884 (FMSF 8NA00246)				
Contributing Status:	Not in Historic District, but potentially eligible for inclusion as a contributing structure.				
Adjacent Properties:	North	Warehouse	I-1	c.1980	
	South	Vacant	C-3		
	East	Single-Family Residential	R-2	c.1910	
	West	Warehouse	I-1	c.1998	OHPA

All required application materials have been received. All fees have been paid. All required notices have been made.

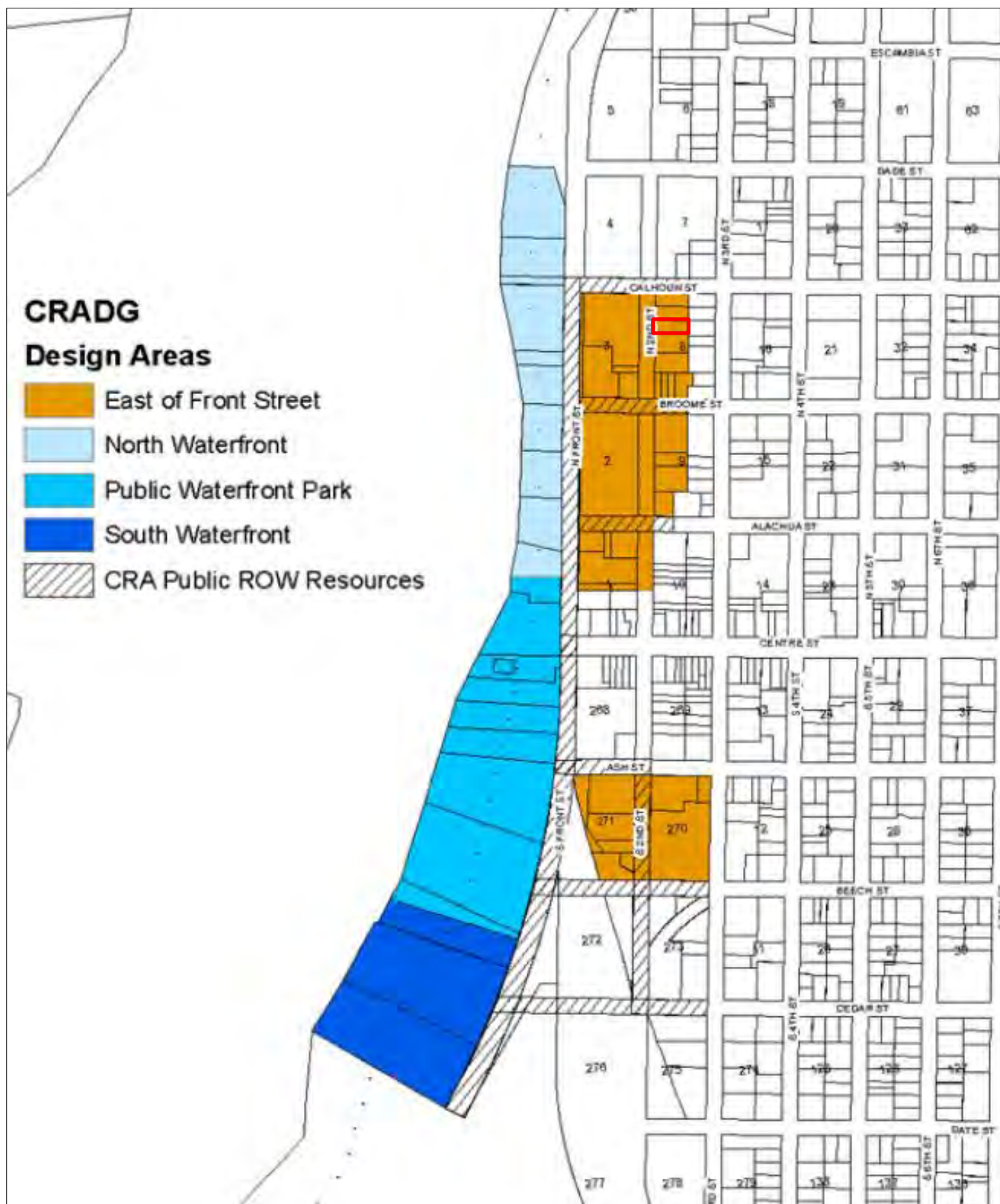


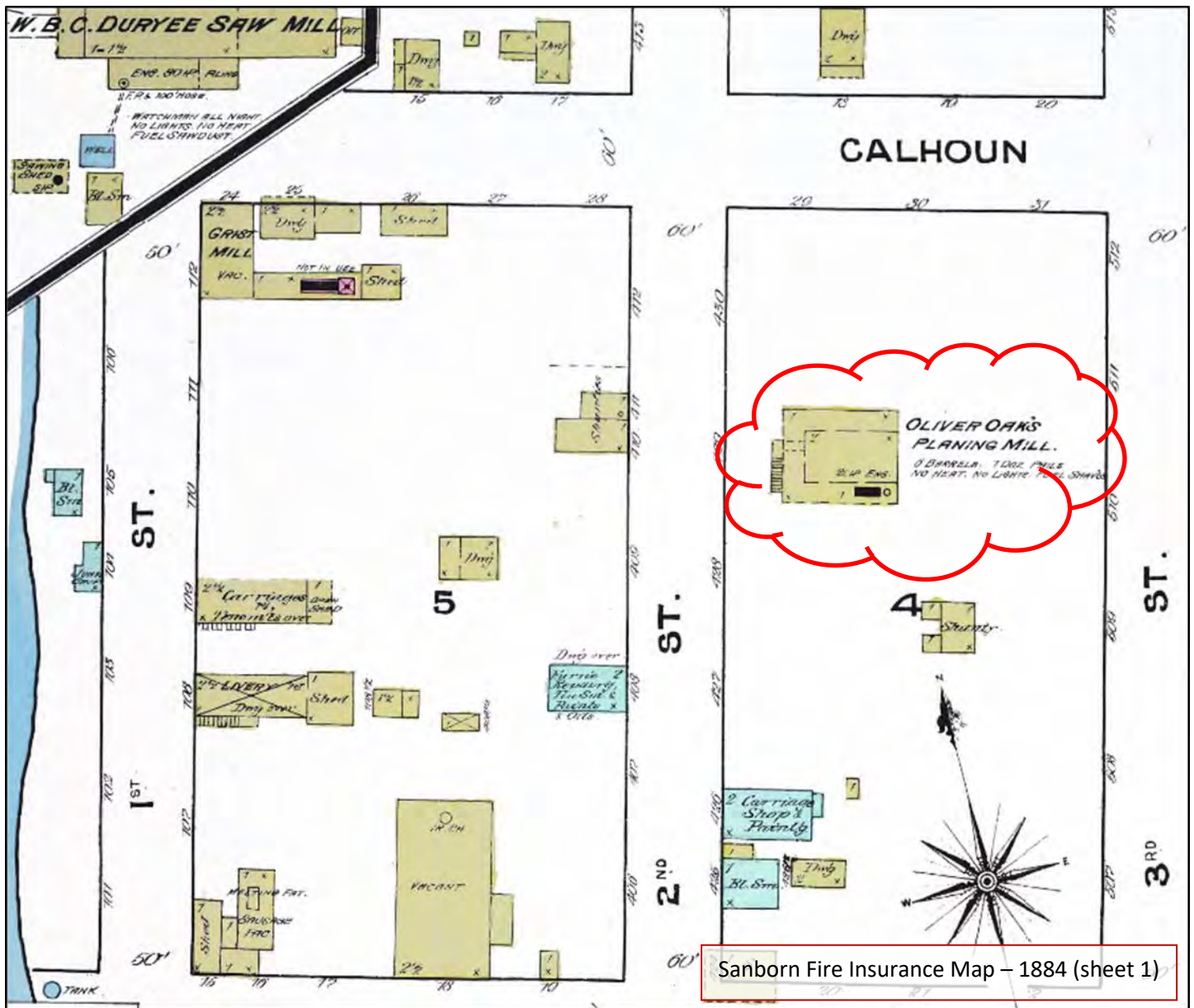
224 N 2nd Street

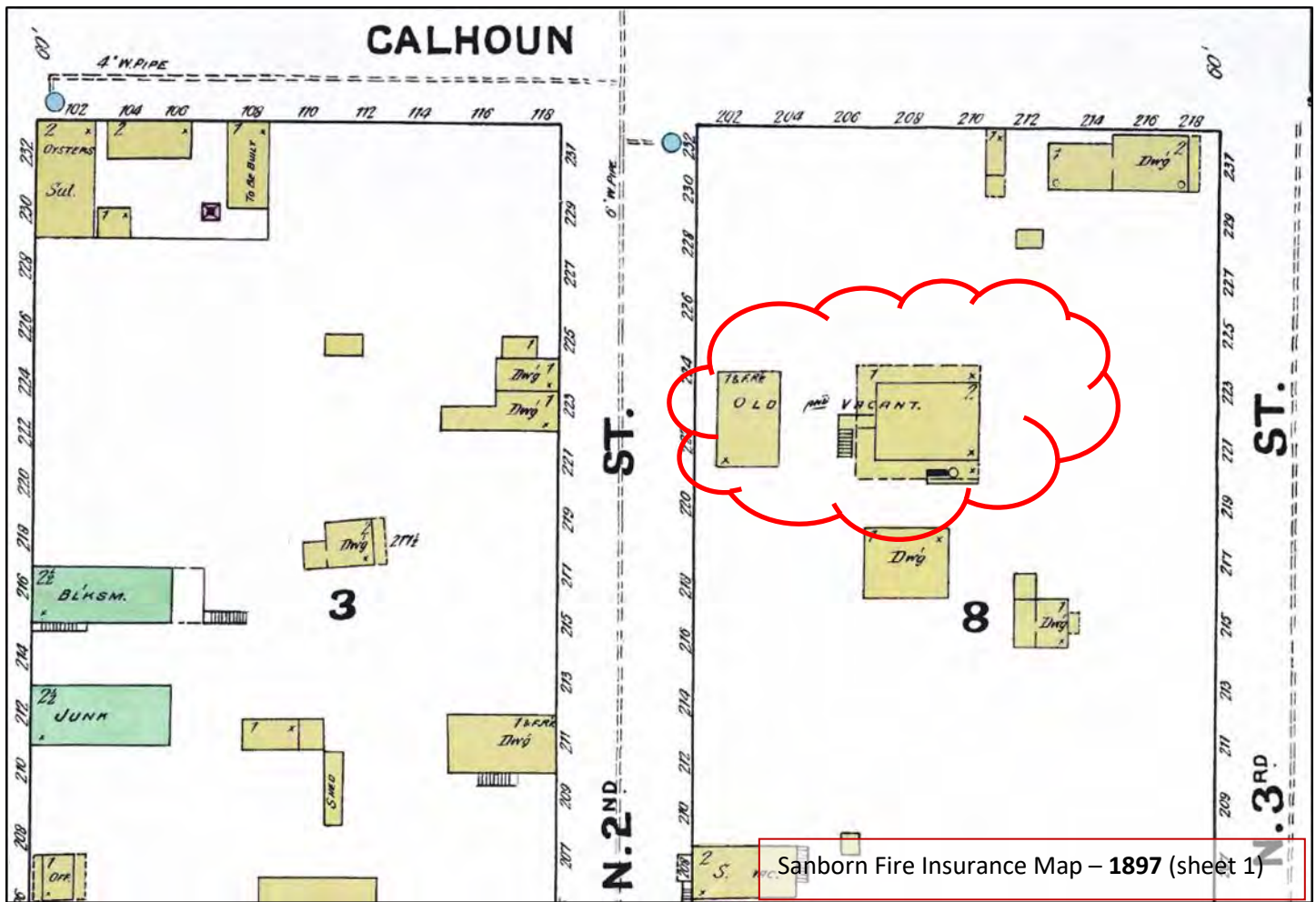


224 N 2nd Street Zoning

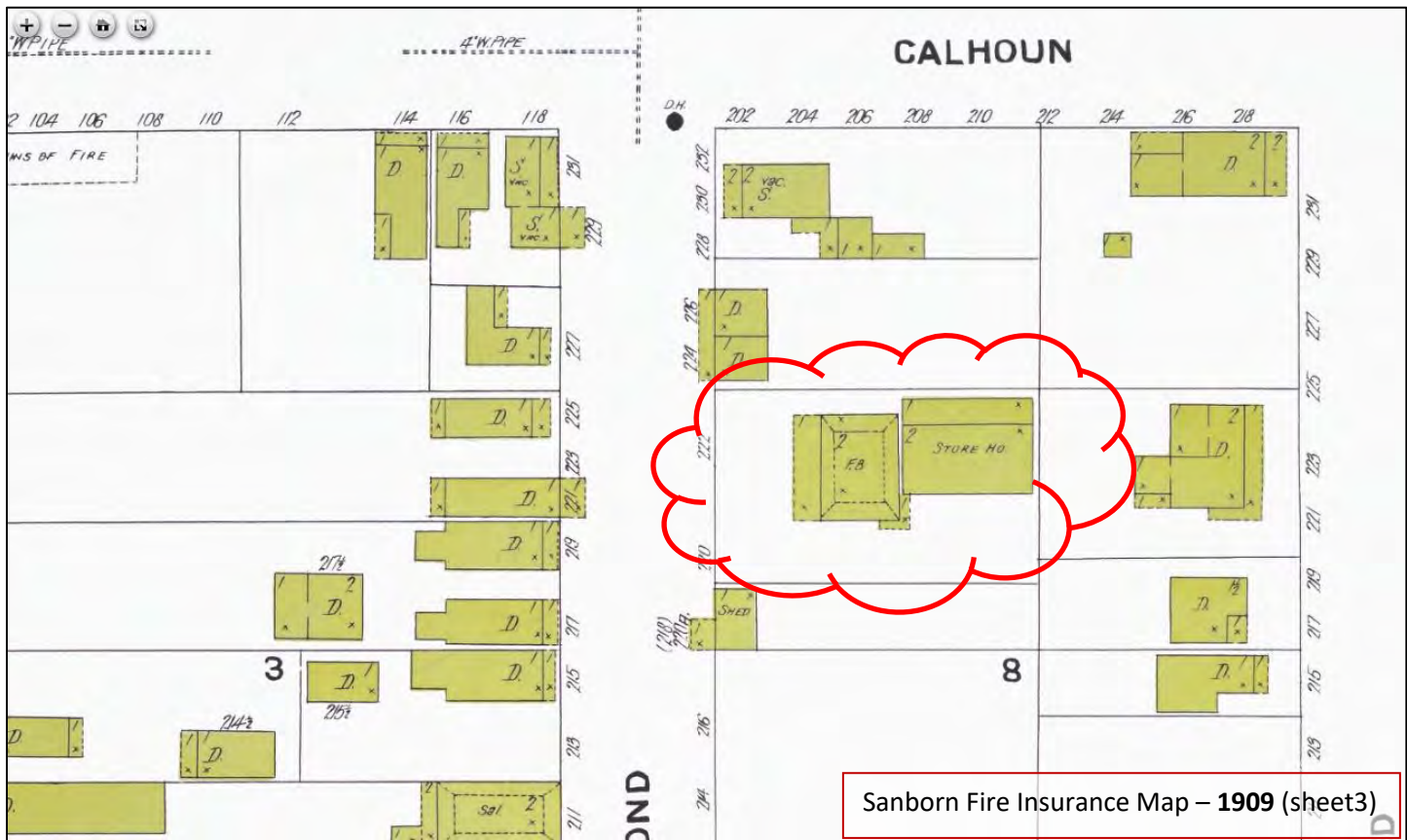
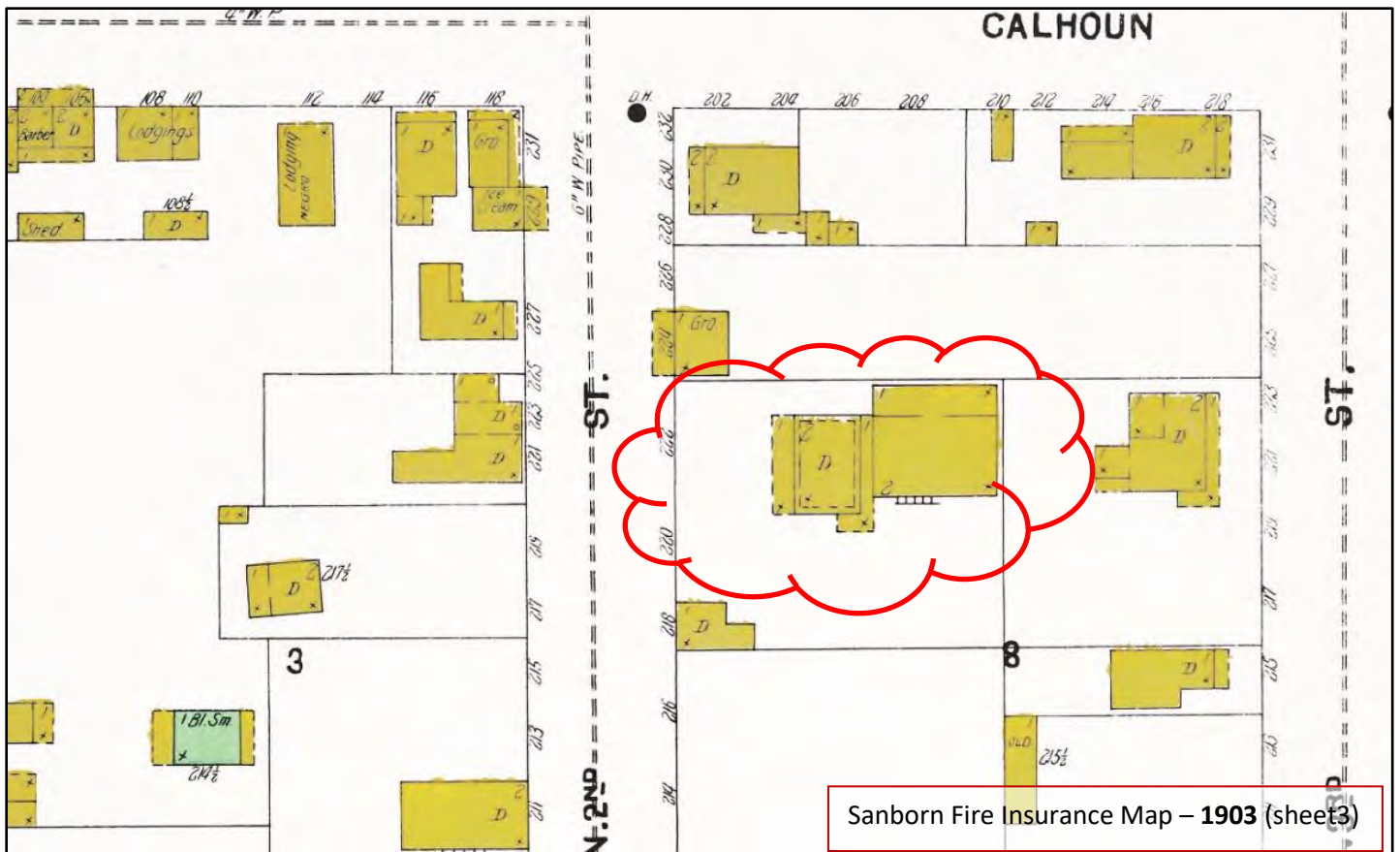


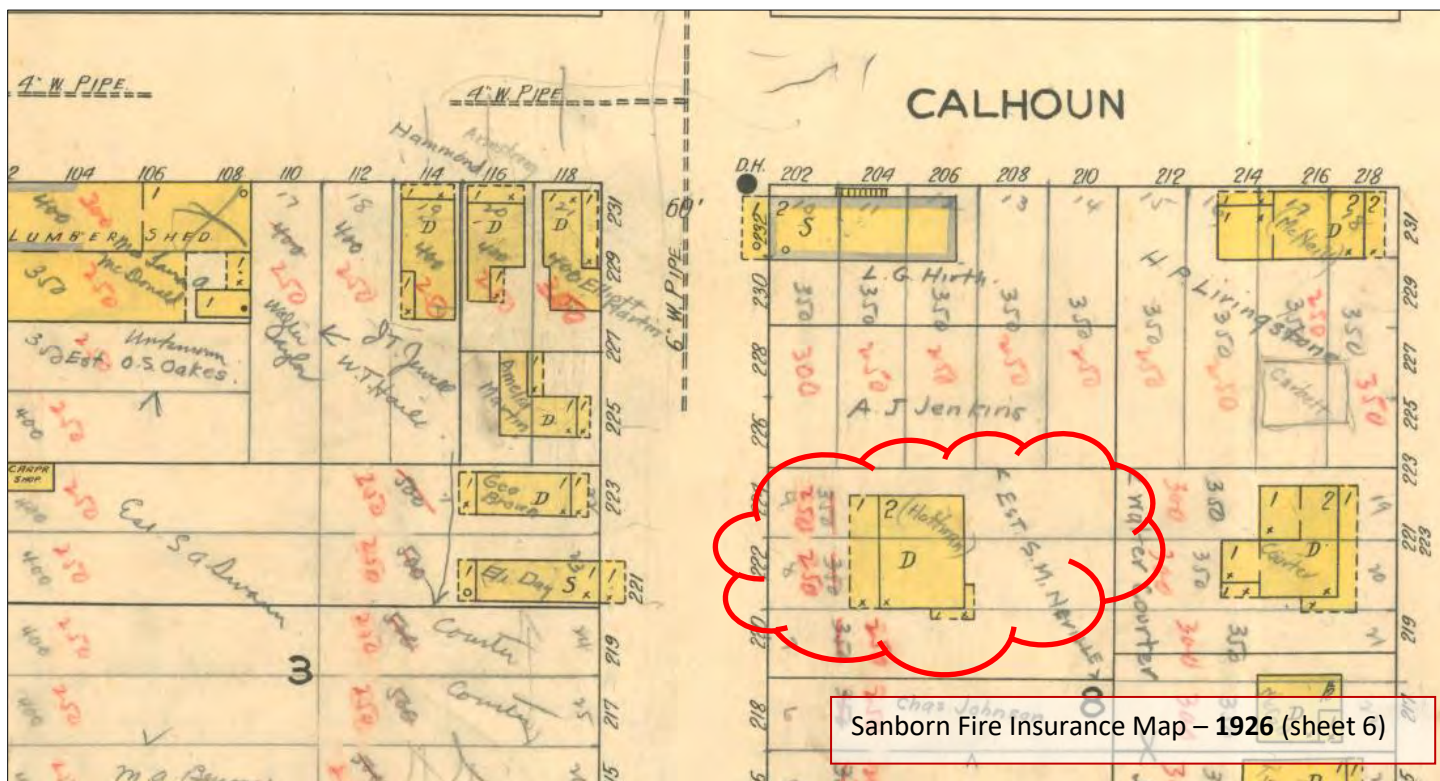




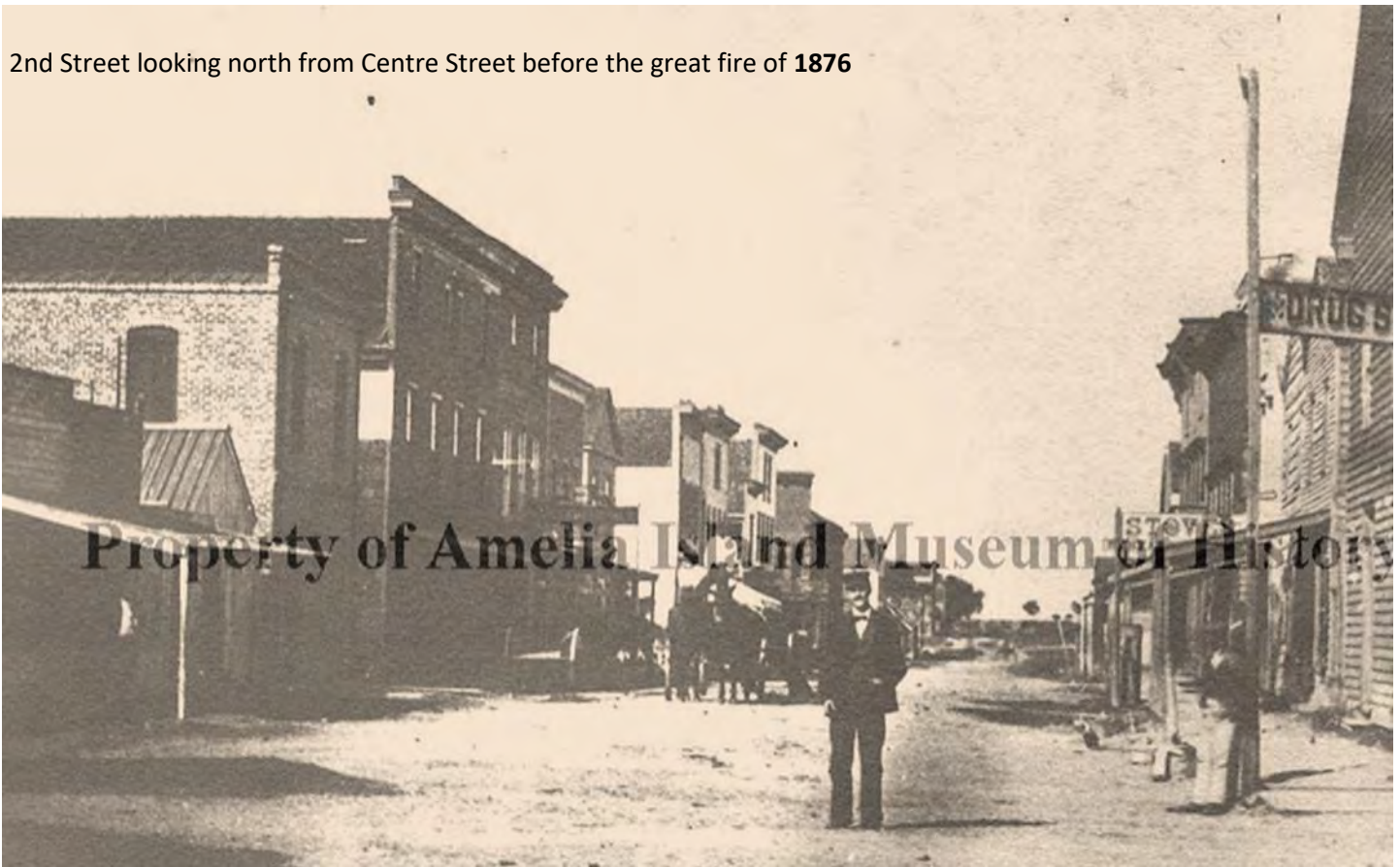


Sanborn Fire Insurance Map – 1897 (sheet 1)





2nd Street looking north from Centre Street before the great fire of 1876



City of Fernandina right after the fire on March 23, 1876. Nearly 40 buildings were destroyed. This was nearly the entire business portion of the city. Buildings lost included the Post Office, City Offices, the Probate and County Clerks Office, Offices of the Charleston Steamship Company, and the Observer printing office.

1884 Birdseye View of Fernandina



2nd St after **1898** Hurricane

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is seeking approval to demolish the primary structure.

This Central Business District (C-3) zoned property is located within the 4.4 East of Front Street Design Area of the Waterfront Community Redevelopment Area. As such, all demolitions are required to be reviewed by the Historic District Council.

2nd Street Historically served as the City's "main street." Connecting Old Town to "New Fernandina," it was a vital street which housed many businesses, dwellings, City Hall, the post office, etc. A fire in 1876 destroyed many of the original wood structures. 2nd street was rebuilt, only to have a hurricane in 1898 damage many of the new and restored buildings. Over time businesses shifted and Centre Street became the main corridor in the City. The 2nd street neighborhood slowly declined, ultimately leading to much of it being demolished in the 1990's for the expansion of the port. Hemmed in between the port and the formal boundary of the Downtown Historic District, this neighborhood has been long neglected and struggles to recapture the distinct identity it once had. Utilizing the few remaining historic structures in this neighborhood is vital to the rehabilitation of the area, maintaining its link to the formal historic district, and understanding this areas place in the history of the city.

The structure located at 224 N. 2nd Street, in its current form, was constructed between 1897 and 1903. The structure was originally the site of Oliver Oak's planning mill, which most likely worked in conjunction with the Duryee Saw Mill a few blocks north. The two-story structure with one-story wrap-around porches first appears on the Sanborn Fire Insurance Maps in 1884. In 1891 and 1897 the structure is shown with a new structure in front of it to the west and is labeled as "old and vacant." In 1903 the maps show that two of the porches have been removed from the structure and a two-story dwelling was added to the front of the building. The map indicates it was a two-story structure with one-story front porch and mansard roof. The 1909 map shows that the roofed area that connects the two structure is removed and notes the structure as "female boarding," which is commonly accepted on Sanborn Map keys as meaning a bordello. The planning mill building is listed as a "store house" on this map. 1926 is the next Sanborn Map we have access to, and it shows the house (listed as a dwelling again) in the same configuration with the store house building removed.

Popular between the years 1855 and 1885, the Second Empire style of architecture is distinguished by its Mansard (dual-pitched hip) roof with dormer windows on steep lower slope; molded cornices normally bound the lower roof slope both above and below; decorative brackets are usually present beneath the eaves.

This style was most popular the northeastern and midwestern United States. Second empire structures were rare in Fernandina. Research from the Sanborn Fire Insurance Maps and the 1884 Birdseye View show that a few residential Second Empire structures did exist in the city. 224 N. 2nd Street is the only residential Second Empire structure remaining in the city.

Photos show that the Albemarle Hotel, which was located at 406-410 Broome Street, would have been very similar in style, size, and appearance to 224 N. 2nd Street. The Albemarle Hotel was demolished sometime after 1949.

Albemarle Hotel, 406-410 Broome Street

Appears on Sanborn Maps 1903

Property of Amelia Island Museum of History



The largest and most notable example of this style of architecture in Fernandina is St. Michael's Academy, (228 N. 4th Street), which still stands today.



This property has been identified as having deficiencies caused by owner neglect dating back to 2009. As this historic structure does not lie within the Downtown Historic District, it is not subject to Demolition by Neglect regulations. Code Enforcement had been attempting to get the previous owners of the property to properly maintain the structure without success.





APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

- Findings: Complies ☒ Does not Comply ☐ N/A ☐
9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- Findings: Complies ☐ Does not Comply ☒ N/A ☐
10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**
- Findings: Complies ☐ Does not Comply ☒ N/A ☐

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

2.01.13 Central Business District (C-3)

The C-3 District is intended for the development of land uses within the central business district as the City's center for residential, financial, commercial, governmental, professional, and cultural activities. The Central Business District category is designed to accommodate single-family or duplex residential uses, either freestanding or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

- A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
- B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
- C. Foster awareness and pride in the accomplishments and events of the City's past;
- D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
- E. Stabilize and improve property values and encourage compatible redevelopment;
- F. Enhance the visual and aesthetic character of the City; and
- G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

- C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

8.03.03.01 Requirements for Demolition Applications

- A. Application requirements. Application for a Certificate of Approval for any demolition of a primary building or structure (contributing or noncontributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC. No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.
- B. Public hearings and notice requirements. Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.
- C. Review criteria for demolition applications. In evaluating applications for a Certificate of Approval for demolition, the HDC shall consider the following:
 - 1. Whether the structure or site would meet national, state, or local criteria for designation;
 - 2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;
 - 3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;
 - 4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;
 - 5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;
 - 6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;
 - 7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;
 - 8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;
 - 9. Whether the applicant will be denied a reasonable return on his or her investment;
 - 10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;
 - 11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.
- D. Written evidence. The HDC may request the following written evidence be submitted as part of an application for a Certificate of Approval for demolition:
 - 1. A report from a certified property appraiser stating that such structure as it exists will not earn a reasonable economic return for the owner.
 - 2. A report from a certified property appraiser as to the estimated market value of the property both in its current condition and after completion of the proposed demolition or removal.
 - 3. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation and/or relocation.
 - 4. An estimate from an architect, developer, real estate consultant, or appraiser experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure in its current location or in any proposed new location.

- E. Demolition delay period. The HDC may grant a Certificate of Approval for demolition as requested by a property owner which may provide for a delayed effective date. The effective date of the certificate will be determined by the HDC based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. The HDC may delay the demolition of contributing buildings within locally designated historic districts for up to six months, and for non-contributing buildings within locally designated historic districts for up to three months. During the delay period, the HDC may take such steps as it deems necessary to preserve the structure requested to be demolished and ensure that the structure is secured and stabilized. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure to a new location.
- F. Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.
- G. Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.
- H. Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from this requirement. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.
- I. Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the Planning Department. During the permit application review period, the Planning Department shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

8.03.06 Economic Hardship

- A. A property owner may demonstrate economic hardship as to demolition, substitution of alternative building materials, or other cases for primary structures by providing the following information as applicable and as may be required by the HDC.
 - 1. Owner currently receives fixed income benefits;
 - 2. Owner currently receives assistance through income-indexed program which provides for physical improvements to the property;
 - 3. An estimate of the cost of the proposed construction, alteration, demolition, or removal and an

- estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
4. Any documentation related to good faith attempts to sell, rehabilitate or reuse the structure or structures within the last three (3) years;
 5. Proof of payment of property taxes within the last three (3) years;
 6. Owner has tax-exempt status as a (501)(c)(3) organization;
 7. A report from a developer, real estate consultant, certified property appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility or viability or rehabilitation or reuse of the existing structure or structures; and/or
 8. A report from an engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability or feasibility for rehabilitation or reuse.
- B. Property owners are not required to prove economic hardship for accessory structures.

CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN: HISTORIC PRESRVATION ELEMENT

Policy 11.08.01.

The City shall encourage protection, preservation, and revitalization of historic non-designated structures and neighborhoods.

ANALYSIS:

Demolition Criteria	
1. Whether the structure or site would meet national, state, or local criteria for designation;	The due to the cultural and architectural value the structure embodies, the structure could meet criteria for designation as a contributing structure to the Downtown Historic District
2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;	Structure is eligible to become a contributing structure to the Downtown Historic District, but is not currently included in the Historic District.
3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;	Loss of the site would further deteriorate this once important street in the City's history.
4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;	The structure is an architectural style unique to the City, but it would be possible to reproduce.
5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;	This structure is the last remaining residential example of Second Empire architecture in the City. This style is unique in that it is an architectural outlier. This style was mainly seen in the northeast and Midwest.

6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;	As one of the last remaining historic structures in the neighborhood, its removal would further weaken the historic relationship between the structures and land.
7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;	Retention of this structure does promote the general welfare of the city by providing an opportunity to study local architecture, development patterns, and local history
8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;	The applicant has provided an assessment from Gillette and Associates, Inc. indicating the level of repairs that are needed. No alternatives to demolition have been provided.
9. Whether the applicant will be denied a reasonable return on his or her investment;	The applicant has recently purchased the property and would not be denied a reasonable return on their investment.
10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;	The applicant has provided a letter from an engineering firm indicating the expected level of repairs that would be required to rehabilitate the structure.
11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.	Code Enforcement and Appeals Board had been working to get the former owner to address the neglect of the structure and bring it into compliance.

Although the structure has had several insensitive alterations and suffers from neglect, staffs believes the home to be an important link to this neighborhood's history and merits rehabilitation. This structure also represents the last residential example of this architectural style.

The applicant seeks to redevelop this site to include mixed use structures as part of HDC 2018-44, which is being heard concurrently with this application. Many examples exist where historic structures are rehabilitated and developed as part of a larger site that is designed to be complimentary to the historic structure and can achieve re-development goals while highlighting historic structures (see Exhibit 2). This property was purchased by the current owner in April 2017. Although the current owner did not cause the neglect to the structure, they purchased it knowing its condition and historic value.

Since the foundation of the structure is in need of repair, opportunity exists to relocate the structure closer to the front property line and allow for construction of a new building behind the historic structure. Much like the planning mill that was historically located behind the home. There is also an opportunity to include this property in the Downtown Historic District which abuts this property. This have the effect of making this a certified historic structure and would allow for the Building Official to have discretion in the application of "substantial improvement" regulations, allow for exemptions from ADA requirements from the State, and make the project eligible for both local ad valorem tax exemptions and the [Federal Historic Preservation Tax](#)

STAFF RECOMMENDATION:

Staff finds that the requested action, as presented, is not consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Waterfront Community Redevelopment Area Guidelines.

Staff recommends:

DENIAL of HDC 2018-43

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2018-43 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2018-43, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards and the Waterfront Community Redevelopment Area Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

- | | |
|------------------|--|
| EXHIBIT 1 | HDC 2018-43 Application and Backup Materials |
| EXHIBIT 2 | City of Gainesville Historic Preservation and Design Guidelines: Design Guidelines for New Construction, <i>University Heights North and University Heights South</i> |

Respectfully Submitted,



Salvatore J. Cumella
Historic Preservation Planner

HDC 2018-43

EXHIBIT 1

Application & Backup Materials



APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

OFFICE USE ONLY	
REC'D: <u>9/11/18</u>	BY: <u>SJC</u>
PAYMENT: \$ <u>500 + 150</u>	TYPE <u>✓</u> # <u>22169</u>
APPLICATION #: _____	
HDC CASE #: _____	
APPLICATION COMPLETE: Y <u>✓</u> N _____	
PRE-CONFERENCE: Y <u>✓</u> N _____ DATE <u>9/11/18</u>	

BOARD MEETING DATE: <u>Oct. 18, 2018</u>	
PLANNER: <u>SJC</u>	DATE: _____
____ APPROVED ____ DENIED	

APPROVAL TYPE:	☐ Staff Approval	☒ Board Approval: Conceptual <u>✓</u> or Final _____
PROJECT TYPE:		
☒ New Construction	☐ Addition	☐ Alteration
☐ Repair	☐ Paint	☐ Fence
☐ Relocation	☒ Demolition	☐ Variance
☐ Sign	☐ Re-roof	☐ Other: _____
PROPERTY INFORMATION Property information can be found at the Nassau County Property Appraiser's Website → Map Search		
Street Address: <u>224 N. 2ND STREET</u>		
Historic District: ☐ Downtown ☐ Old Town ☒ CRA Waterfront		
Parcel Identification Number(s): <u>00-00-31-1800-0008-0080, 00-00-31-1800-0008-0050</u>		
Zoning District: <u>C-3</u> Lot / Block Number (optional) <u>5, 6, 7, 8, 9 / 8</u>		

PROJECT DESCRIPTION

Owner of Record	As recorded with the Nassau County Property Appraiser
Owner(s) Name <u>DAVID PEYTON PAGE, JR & KIMBERLY PRUITT PAGE</u>	
Corporation or Company (if applicable)	
Street Address <u>1702 ATLANTIC AVENUE</u>	
City State Zip <u>FERNANDINA BEACH, FL 32034</u>	
Telephone Number <u>904-415-3243</u>	
Email Address <u>DAVIDPAGE MD @ COMCAST.NET</u> <u>KIM BEACH COTTAGE @ COMCAST.NET</u>	

Applicant or Agent	If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included
Applicant Name	
Corporation or Company (if applicable) <u>COTNER ASSOCIATES, INC. ARCHITECTS</u>	
Street Address <u>9 5 3RD STREET</u>	
City State Zip <u>FERNANDINA BEACH, FL 32034</u>	
Telephone Number <u>904-277-4593</u>	
Email Address <u>JOHN @ COTNER ASSOCIATES.COM</u>	

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

MULTI-FAMILY DWELLING (2 STORY) IN AESTHETIC & STRUCTURAL DISREPAIR EXISTS ON NORTHERN 2 LOTS. STRUCTURE IS NON-CONTRIBUTING. THE 3 SOUTHERN LOTS ARE UNIMPROVED. SEE ATTACHED REPORT FROM STRUCTURAL ENGINEER. WE ARE PROPOSING DEMOLITION BASED ON THE STATE OF DISREPAIR AND RELATIVE COST TO RENOVATE.

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

WE ARE PROPOSING A NEW MIXED-USE DEVELOPMENT WITH TWO THREE-STORY STRUCTURES COMPRISED OF COMMERCIAL AND RESIDENTIAL USES TOTALING 10,000 ^{sq} S.F. SEE ATTACHED CONCEPTUAL ELEVATIONS, SITE PLAN & SCHEDULES, PROPOSED DESIGN DETAILS AND ELEMENTS.

List proposed materials and colors, as applicable (use additional sheet if necessary):

Project Scope	Manufacturer	Product Description	FL Product Approval #	Color (Name/Number)
Exterior Fabric	HARDIE	SMOOTH BOARD & BATTEN		T.B.D.
	N/A	BRICK		
Doors	PLASTPRO	COMPOSITE		TBD
Windows	PGT	VINYL		TBD
Roofing	TBD	METAL 5V CRIMP		TBD
Fascia/Trim	HARDIE	SMOOTH		TBD
Foundation	TBD	BRICK (TUMBLER ANTIQUE LOOK)		TBD
Shutters	TBD	POWDER COAT ALUMINUM BAHAMA		TBD
Porch/Deck		WOOD 5/4		TBD
Fencing		WOOD (HORIZONTAL BOARD)		TBD
Driveways/Sidewalks	TBD	PAVERS		EARTHTONE BLEND
Signage				
Other RAILS		ALUMINUM (WOVE/GRID)		

Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.
2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.
3. I/We understand that the COA review time period will not commence until the application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.
4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.
5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such, ex-parte communications are prohibited (Communication about your project with a Historic District Council member).
6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.
7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.
8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.
9. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.

9-5-18
Date

[Signature]
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU }
ss

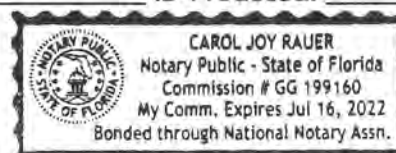
Subscribed and sworn to before me this 5th day of September, 2018.

[Signature]
Notary Public: Signature

CAROL J. RAUER
Printed Name

7/16/22
My Commission Expires

Personally Known ☒ OR Produced Identification ☐ ID Produced: ☐



USE THIS FORM TO: Authorize an agent to make application and represent the owner of record.



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE KIMBERLY P. PAGE AND DAVID P. PAGE, MD
(print name of property owner(s))

hereby authorize: COTNER ASSOCIATES, INC. ARCHITECTS
(print name of agent)

to represent me/us in processing an application for: HDC
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Signature]
(Signature of owner)

David Page MD
(Signature of owner)

Kimberly P Page
(Print name of owner)

Kimberly P Page
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

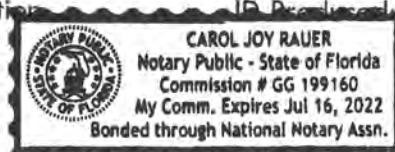
Subscribed and sworn to before me this 7th day of September, 2018.

Carol J. Rauer
Notary Public Signature

CAROL J. RAUER
Printed Name

7/16/22
My Commission Expires

Personally Known ☒ OR Produced Identification ☐



NASSAU

A. Michael Hickox, CFA, Cert. Res. RD1941
Nassau County Property Appraiser

[Property Search](#)[Sales Search](#)[Nassau Home](#)

OWNER NAME	PAGE DAVID P JR & KIMBERLY P	PARCEL NUMBER	00-00-31-1800-0008-0050
MAILING ADDRESS	1702 ATLANTIC AVE	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	19.9307
		PROPERTY USAGE	VACANT RESIDENTIAL
	FERNANDINA BEACH, FL 32034	DEED ACRES	0
LOCATION ADDRESS	N 2ND ST	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 8 LOTS 5 & 6 IN OR 2117/1534 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Preliminary Values

JUST VALUE OF LAND	\$50,000
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$0
TOTAL MISC VALUE	\$0
JUST OR CLASSIFIED TOTAL VALUE	\$50,000
ASSESSED VALUE	\$50,000
EXEMPT VALUE	\$0
TAXABLE VALUE	\$50,000

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC INDUST 004000	50	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/26/2017	2117/1534	2117/1534	60000	TD	Q	N	MCCRANIE DANIEL I TRUSTEE	PAGE DAVID PEYTON JR & KIMBERLY PRUITT
09/29/2010	1701/1505	1701/1505	34000	WD	U	N	ROWE JASON N & S COURTNEY M	MCCRANIE DANIEL I TRUSTEE
09/01/2004	1256/722	1256/722	225000	WD	Q	Y	ROWE JASON NATHANIEL &	ROWE JASON & S COURTNEY
08/21/1995	736/1768	736/1768	100	QC	U	N	BECTION VIRGINIA T	BECTION MILES W JR

NASSAU

A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search Sales Search Nassau Home

OWNER NAME	PAGE DAVID PEYTON JR &	PARCEL NUMBER	00-00-31-1800-0008-0080
MAILING ADDRESS	PAGE KIMBERLY PRUITT (H&W) 1702 ATLANTIC AVE	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	19.9307
		PROPERTY USAGE	MULTI-FAMILY
	FERNANDINA BEACH, FL 32034	DEED ACRES	0
LOCATION ADDRESS	224 2ND ST N	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 8 LOTS 7 8 & 9 IN OR 2117/1512 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Preliminary Values

JUST VALUE OF LAND	\$75,000
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$102,715
TOTAL MISC VALUE	\$1,000
JUST OR CLASSIFIED TOTAL VALUE	\$178,715
ASSESSED VALUE	\$178,715
EXEMPT VALUE	\$0
TAXABLE VALUE	\$178,715

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
MULTI-FAM 000800	75	FF	21-3N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
TRI/QUAD	3,636	2,905	4	4	AVERAGE		CONVECTION	CONVECTION	1900	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
FP-2-SG-AV	0 X 0	2	1910
FP-2-SG-AV	0 X 0	0	0

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/26/2017	2117/1512	2117/1512	207000	WD	Q	Y	MCCRANIE SUSAN COURTNEY	PAGE DAVID PEYTON JR & KIMBERLY PRUITT
09/13/2012	1818/608	1818/608	100	QC	U	Y	ROWE JASON N	MCCRANIE SUSAN COURTNEY
09/01/2004	1256/722	1256/722	225000	WD	Q	Y	BECTION VIRGINIA	ROWE JASON & S COURTNEY

This Instrument Prepared by:

Amelia Title Agency, Inc.
2227 Sadler Road
Fernandina Beach, Florida 32034
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraiser's Parcel I.D. (Folio) Number(s):
00-00-31-1800-0008-0050

TRUSTEE'S DEED

By this Deed, Made this 26th day of April, 2017, by Daniel I. McCranie as Trustees of the Daniel I. McCranie, P.A. Profit Sharing Plan & Trust whose address is: 1301 Quattlefield Lane, Fernandina Beach, FL 32034 to David Peyton Page, Jr. and Kimberly Pruitt Page, Husband and Wife whose address is 1702 Atlantic Ave, Fernandina Beach, FL 32034 hereinafter called the grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau, county, Florida, viz:

All that certain piece, parcel or tract of land lying and being in the County of NASSAU and the State of FLORIDA, known and described as follows:

LOT FIVE (5) AND SIX (6) IN BLOCK EIGHT (8), OF THE CITY OF FERNANDINA BEACH (FORMERLY FERNANDINA) IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901)

THE REAL PROPERTY DESCRIBED HEREIN IS NOT THE CONSTITUTIONAL HOMESTEAD NOR THE PRIMARY RESIDENCE OF THE GRANTORS.

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

To Have and to Hold, the same in fee simple forever.

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor.
(The terms "Grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____

Witness Printed Name: MARIE DAVIS

Witness Signature: _____

Witness Printed Name: Michelle Elliott

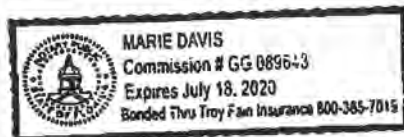
Daniel I. McCranie, P.A. Profit Sharing Plan & Trust

Daniel I. McCranie
BY: Daniel I. McCranie as Trustee

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 26th day of April, 2017, by Daniel I. McCranie, Trustee of the Daniel I. McCranie, P.A. Profit Sharing Plan & Trust, who is/ are personally known to me.

My Commission Expires:
Serial Number _____



MB
Notary Public

Return to: (enclose self-addressed stamped envelope)

Name: **Amelia Title Agency, Inc.**

Address: **2227 Sadler Road
Fernandina Beach, FL 32034
Fernandina Beach, Florida 32034**

This Instrument Prepared by:

Address: **Amelia Title Agency, Inc.
2227 Sadler Road
Fernandina Beach, FL 32034**

Property Appraisers Parcel Identification (Folin) Number(s):
00-00-31-1800-0008-0080

Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this **26th** day of **April 2017**, BETWEEN **Susan Courtney McCranie a Single Woman**

whose post office address is: **1521 Fernandina Road, Fernandina Beach Florida 32034**

of the County of **Nassau**, State of **Florida**,
grantor, and **David Peyton Page, Jr. and Kimberly Pruitt Page Husband and Wife**

whose post office address is: **1702 Atlantic Ave, Fernandina Beach Florida 32034**

of the County of **Nassau**, State of **Florida**,
grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of **Ten and no/100**

Dollars, and other good and valuable
considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted,
bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described
land, situate, lying and being in **Nassau** County, Florida, to-wit:

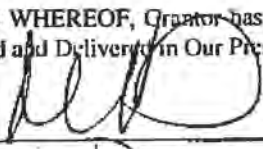
**All of that certain piece, parcel or tract of land lying and being in the County of Nassau and the
State of Florida known and described as follows:**

**ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY
OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE
OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS
LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED,
REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901)
AS:**

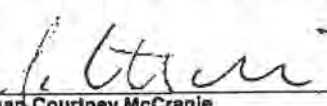
**LOTS SEVEN (7), EIGHT (8) AND NINE (9) OF BLOCK EIGHT (8) OF THE CITY OF FERNANDINA
BEACH, FLORIDA.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

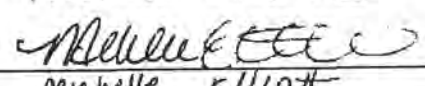
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, Sealed and Delivered in Our Presence:



Marie Davis



Susan Courtney McCranie (Seal)



Michelle Elliott (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 26th day of April 2017 by

Susan Courtney McCranie, a Single Woman
who is personally known to me or who has produced
as identification.

My Commission expires:
(Seal)



Marie Davis
Notary Public





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

August 15, 2018

Mr. John Cotner, AIA
Cotner Associates, Inc.
9 South 3rd Street
Fernandina Beach, Florida 32034

**Re: Structural Evaluation
224 North Second Street
Fernandina Beach, FL**

Dear Mr. Cotner:

We inspected the structure at the above referenced location on August 1, 2018 to examine the existing building which is composed of wood framing on brick piers. The property appraiser website dates the building structure at or around the year 1900. The overall building structure is comprised of wood framed walls, floor and roof systems, wood lap siding and an off-grade brick pier support system on a shallow foundation. The rear part of the structure appears to have been added on at some point in the past, with the front two-thirds of the building most-likely being original. The ground floor appears to be one single family residential unit and the second floor contains two single family residential units. The building does not lie within a flood zone.

The following limited visual inspections were made on the above referenced date:

First Floor:

- Foundation of original portion consists of original solid brick piers with grout, residing on a shallow concrete pad (unverified). Brick grout appears to have reached its life expectancy and is experiencing compression. Original structure has non-structural four-inch masonry block infill between the piers.
- Foundation of the rear addition appears to be masonry block stem wall and/or piers with masonry infill. Masonry appears to be in decent condition.
- The lap siding on all sides of the building has suffered water damage and is experiencing rot in several locations, warranting repair or replacement. Several areas of the siding appears to be separating from the stud system, with separation of lap joints.
- The building's exterior shows damage in the past due to wind, rain and neglect.
- Interior ground floor system is unlevel, with severe slope in some areas, and sagging at rear and center of structure. Cause could be due to deteriorated/damaged girders and/or settling and damaged support piers.

Second Floor:

- Roof leak at center of structure, causing gypsum board ceiling to come down. This area of the ceiling has been repaired. Damage to the roof and ceiling joist system could not be determined. Currently the roof has a tarp over the rear area to cover storm damage that has not been repaired.
- Second floor accessed by stairwell and porch at rear of building. Support structure and deck, railing and stairs appear to be in disrepair and replacement should be considered.

- The lap siding on all sides of the building has suffered water damage and is experiencing rot in several locations, warranting repair or replacement. Several areas of the siding appears to be separating from the stud system, with separation of lap joints.
- South side unit floor system slopes from center to front of structure. Floor system at the rear is experiencing sloping as well.
- North side unit has fire damage in the kitchen area at the rear of the structure. Minor visual damage.
- North side unit floor systems has minor sloping toward the north, but not as bad as the south side unit.
- The building's exterior shows damage in the past due to wind, rain and neglect.

South Side Unit:

- Second floor slopes from center to front of house
- Rear area is also sloping

North Side Unit:

- Fire damage at kitchen area at rear of structure, somewhat minor visual damage
- Floor sloping to North
- North side in better shape than south side

The governing building code at this time is the Florida Building Code, 6th Edition (2017). The governing volume for any work performed on this building is *Existing Building*. If the building has not sustained significant structural damage, then damaged elements shall be permitted to be restored to their predamage condition. If substantial structural damage has occurred, or substantial improvements are to occur, the vertical elements or lateral force-resisting system of the building shall be evaluated. The evaluation shall establish whether the damaged or modified building, if repaired to its predamage state, would comply with the provisions of the Florida Building Code, Building for current pertinent load combinations. However, if substantial improvements to the building are to occur, the Florida Building Code would mandate that the building meet current wind and load combinations as required.

Repairs and upgrades to the building would most likely exceed the threshold definition of "substantial improvement", which limits the cost of repairs to less than fifty percent of the appraised value of the structure before the repairs. Exceeding this definition would subject the repairs to meet current wind load. Further detailed inspection would most likely conclude the structure has sustained "substantial structural damage", as defined in Chapter 2, FBC 2016, *Existing Building* due to past and current damage. Per the Nassau County Property Appraiser's website, the assessed value of the existing structure is \$102,715.00. Therefore the maximum repair value allowed without tripping the FBC thresholds is approximately \$51,300.00. Based on review of the structure, its age and the current damage, we believe that the overall building has sustained enough substantial damage, that repair may not be economically feasible.

We conclude that demolition of the structure would be most practical due to the amount of past and current damage. It is not feasible to attempt repairs below the definition of substantial improvement and the structure, even if restored to its predamage condition, would not meet current wind (and other) loads as dictated by the Florida Building Code, 6th Edition (2017).

We hope you find this letter satisfactory to allow for demolition of the above referenced structure. If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,



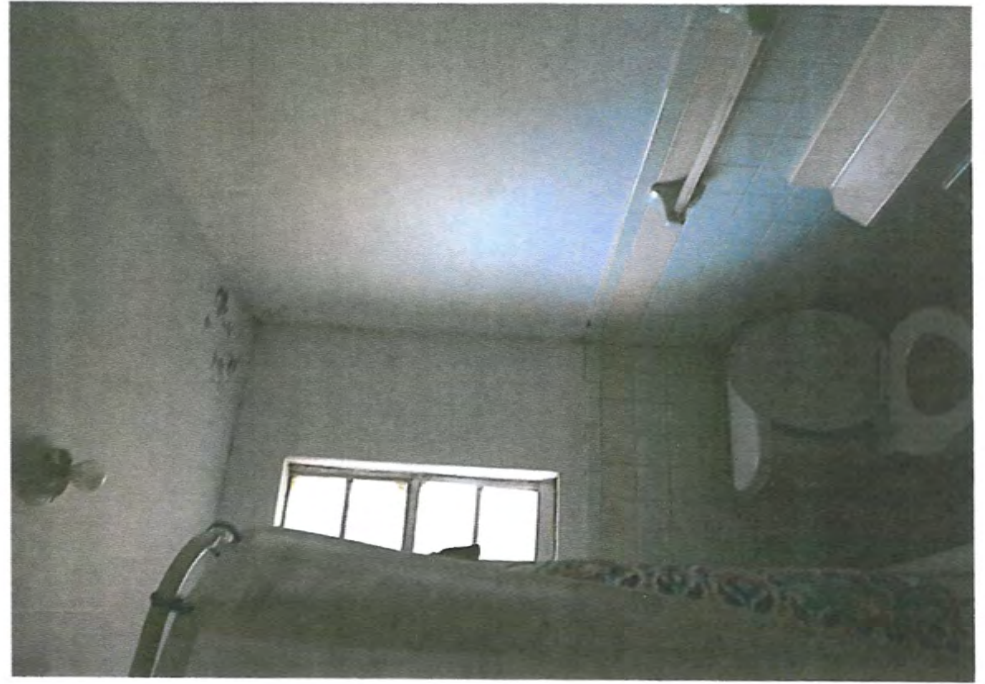
Asa Ray Gillette, P.E.
FL P.E. No. 56177
Principal
Gillette and Associates, Inc.

ATTACHMENT A

Interior and Exterior Pictures
Taken on 8/01/18

224 North 2nd Street
Fernandina Beach, Florida



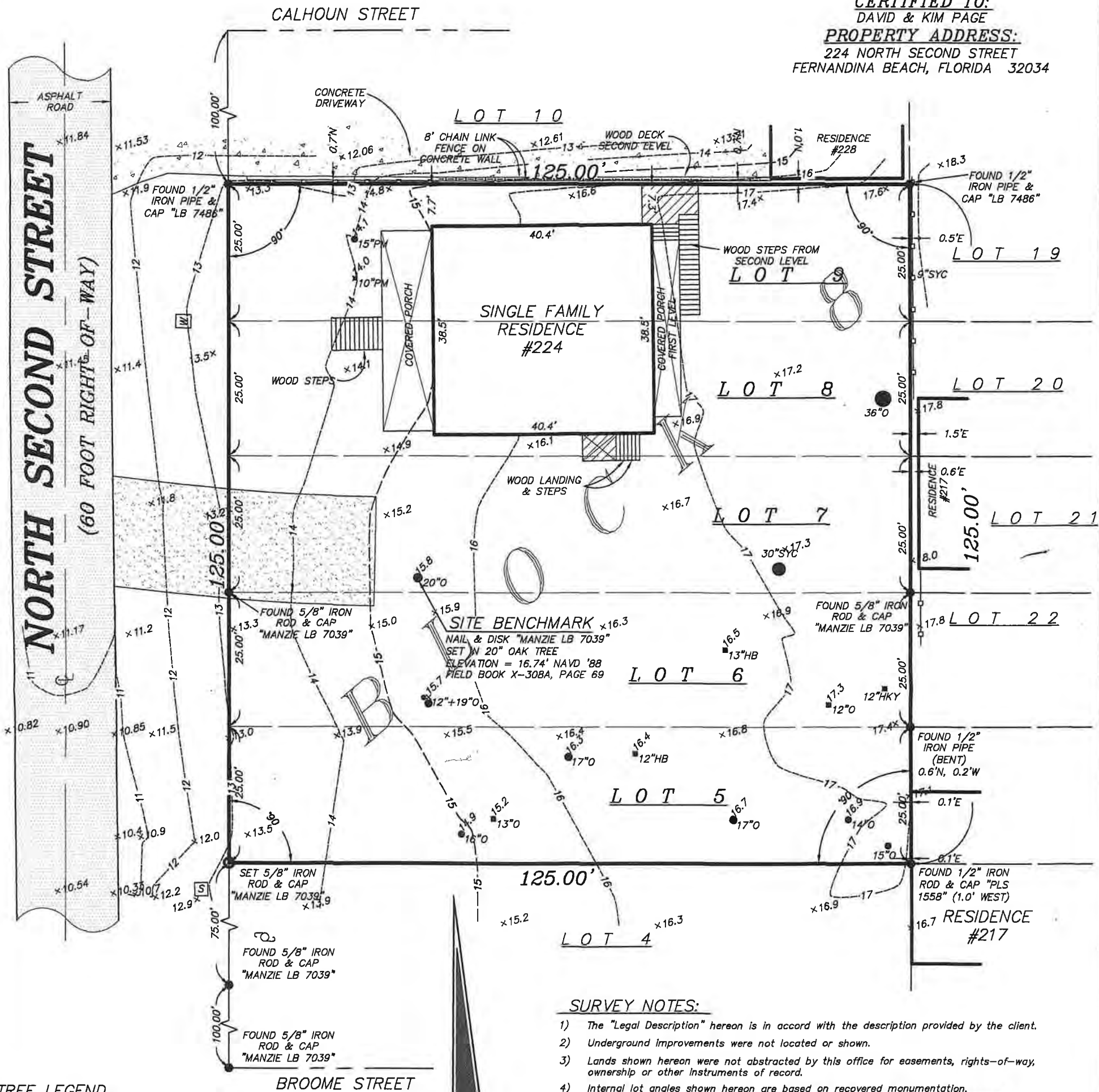




MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED REVISED AND REISSUED IN 1897 AND 1901) AS: LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) OF BLOCK EIGHT (8) OF THE CITY OF FERNANDINA BEACH, FLORIDA.

CERTIFIED TO:
DAVID & KIM PAGE
PROPERTY ADDRESS:
224 NORTH SECOND STREET
FERNANDINA BEACH, FLORIDA 32034



TREE LEGEND

O = OAK TREE
PM = PALM TREE
SYC = SYCAMORE TREE
HB = HACKBERRY TREE
HKY = HICKORY TREE

TREE DISCLAIMER:

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

REVISIONS:

- 1) REVISED ON 07/17/2018 TO ADD LOTS 5 & 6, BLOCK 8, TO MAP. (BH)

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground Improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Internal lot angles shown hereon are based on recovered monumentation.
- 5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0237G, Dated 08/02/2017. Flood Zone Information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 7) Site Benchmark is as shown hereon.
- 8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- 9) The Reference Benchmark is a found Nail & Disk in a Wood Utility Pole located at Southwest corner of intersection of Broome Street & North Second Street. (Elevation = 10.30' NAVD '88).
- 10) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

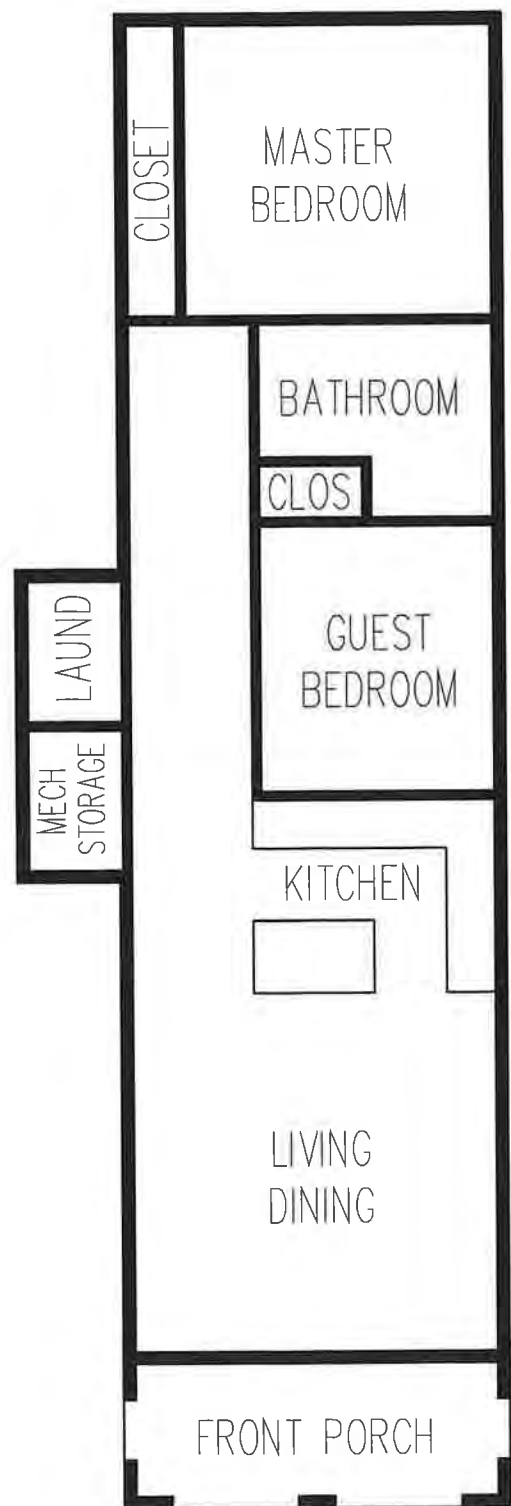
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=20' JOB NO: 20234 DATE: 03/26/2018 CADD: BH

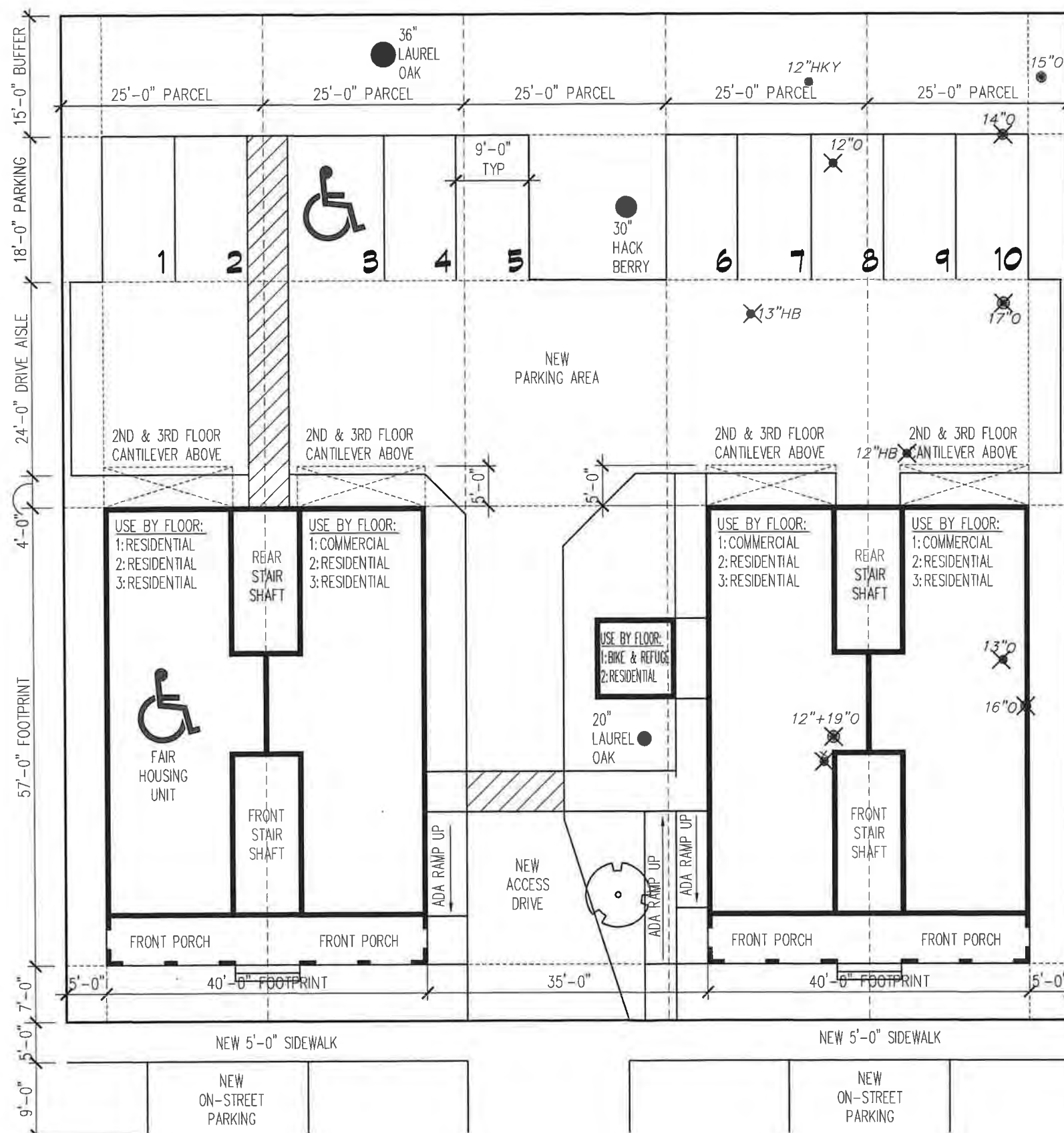
F.B. NO: X-308A PAGE NO: 69 FIELD CREW: SS FILE NO: A-4505

MICHAEL A. MANZIE, P.L.S. 4069

7/19/18



UNIT
A-1.1
TYP. UNIT PLAN
1/8" = 1' - 0"



Plan North
NORTH 2ND STREET

PROP
A-1.1
PROPOSED SITE PLAN
1/16" = 1' - 0"

NORTH BUILDING AREA CALC

FLOOR	COMMERCIAL	RESIDENTIAL
1ST	830 SQ. FT.	830 SQ. FT.
2ND		1,810 SQ. FT. (2 UNITS)
3RD		1,810 SQ. FT. (2 UNITS)
TOTAL	830 SQ. FT.	4,450 SQ. FT.

SOUTH BUILDING AREA CALC

FLOOR	COMMERCIAL	RESIDENTIAL
1ST	1,660 SQ. FT.	
2ND		1,930 SQ. FT. (2 UNITS)
3RD		1,810 SQ. FT. (2 UNITS)
TOTAL	1,660 SQ. FT.	3,740 SQ. FT.

TOTAL COND. AREA

COMMERCIAL	RESIDENTIAL
2,490 SQ. FT.	8,190 SQ. FT.
TOTAL: 10,680 SQ. FT.	

PARKING REQUIREMENTS

PER LDC 8.01.02.E - 9 DWELLING UNITS
1 SPACE PER DWELLING UNIT = 9 SPACES REQUIRED, 10 PROVIDED

IMPERVIOUS AREA CALCULATIONS

TOTAL LOT SIZE: 15,625 SQ. FT.
IMPERVIOUS AREA: 11,310 (4,700 BUILDINGS, 6,610 HARDSCAPING)
TOTAL % IMPERVIOUS AREA: 72.4

MIXED USE DEVELOPMENT FOR PAGE PROPERTIES

COTNER ASSOCIATES, INC. ARCHITECTS
07-17-2018



Paco Properties
11.11.18 St. fernando ydy
Florida
7-18-18 cotner assoc. inc.

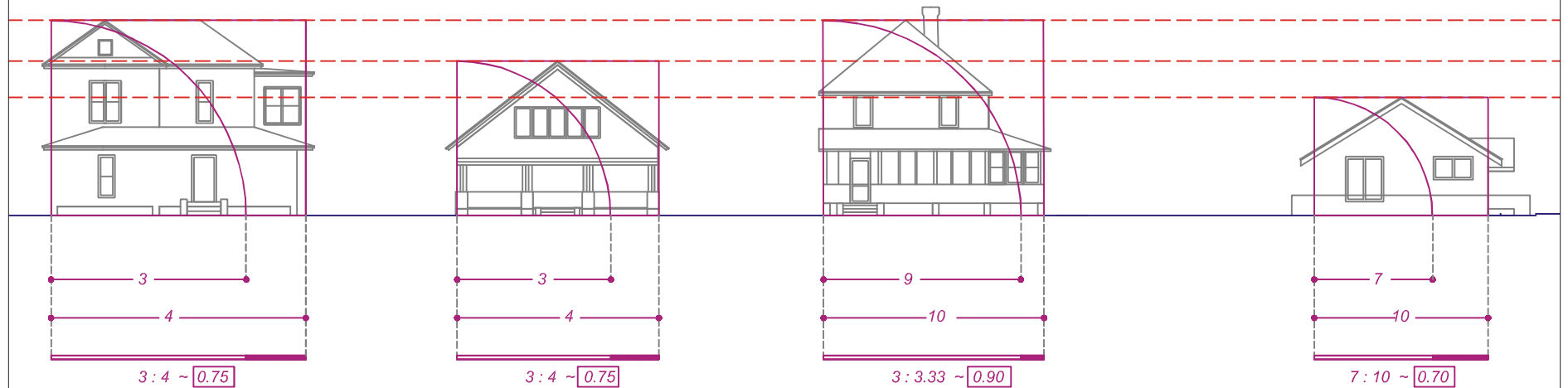
HDC 2018-43

EXHIBIT 2

*City of Gainesville Historic Preservation and
Design Guidelines: Design Guidelines for New
Construction, University Heights North and
University Heights South*

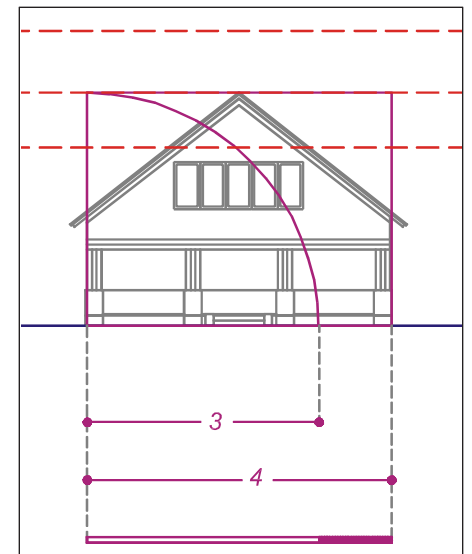
HISTORIC PRESERVATION REHABILITATION AND DESIGN GUIDELINES

Gainesville, Florida



Supplement to Land Development Code
Section 30-112

**DESIGN GUIDELINES FOR
NEW CONSTRUCTION**
*University Heights North & University
Heights South Historic Districts*





New infill construction juxtaposed against an existing contributing structure in University Heights South District.

MAINTAINING THE CHARACTER OF THE UNIVERSITY HEIGHTS HISTORIC DISTRICTS—NORTH & SOUTH

New construction should complement historic architecture. Through sound planning and design, it can respect and reinforce the existing patterns of a historic district. Good infill design does not have to imitate demolished or extant buildings to be successful. Rather, it utilizes significant patterns, such as height, materials, roof form, massing, setbacks and the rhythm of openings and materials to insure that a new building fits with the context.

While the Secretary of the Interior's Standards are oriented toward rehabilitation of existing historic buildings, Standards 2, 3, and 9 apply to new construction in historic districts and near individual landmarks. Under Standard 2, the setting of historic buildings should be preserved when new construction is undertaken. The relationship of new construction to adjacent buildings, landscape and streetscape features, and open spaces should also be considered. New construction adjacent to historic buildings can dramatically alter the historic setting of neighboring buildings or the district. Such construction should not create a false sense of historical development through the use of conjectural features or stylistic elements drawn from other buildings under Standard 3. Under Standard 9, new construction is appropriate as long as it does not destroy significant historic features, including designed landscapes, and complements the size, color,

material, and character of adjacent buildings and their historic setting. This allows for considerable interpretation in the design of new structures.

Part of the delight of the Gainesville historic districts is their diversity, which can vary considerably along streets and blocks. This diversity makes the design of new structures a challenge for designers, builders, staff and the review board. Since almost every street in the University Heights Historic Districts has a different pattern of building, it is impossible to have a single standard for new construction that will apply the same way in every location. To encourage diversity, the design guidelines set up a way of thinking about compatibility rather than a set of stylistic recipes.

Special Area Plan

The University Heights Special Area Plan overlay encompasses the area of the University Heights Historic Districts. As was discussed under HISTORIC CONTEXT, the goal is to encourage new development in University Heights and to create a pedestrian friendly public realm, goals that will clearly impact the historic character of the neighborhoods that make up the historic districts. New infill construction and some new patterns of land use are expected in this area as market forces spur new development.

The Special Area Plan, which encourages historically compatible new design, has established specific design requirements for landscape design, building placement, parking, signage, and architectural design criteria for a number of building types. The Historic Preservation Design Guidelines for New Construction do not seek to supplant the existing regulations. Rather, they attempt to work with the existing regulatory structure to ameliorate the impact of new construction on existing historic properties, and through the Rehabilitation Guidelines to protect the identified historic resources of the districts.

Building additions are regulated by the Special Area Plan. Contributing structures in the historic districts also must comply with the Rehabilitation Guidelines, which address similar issues but are more specific concerning the various strategies for placing and designing additions.

The Design Guidelines for New Construction provide specific recommendations for design compatibility, and use amelioration strategies to reduce the impact of new larger-scale development on historic structures.



DEFINING THE CRITERIA



Materials, detail, massing, roof forms, proportion of openings, entry orientation and scale all need to be considered in compatible design.

Without careful attention to overall design, materials, scale, massing, and setbacks, contemporary construction in an Historic District can threaten the coherence of the historic context. As often the case, context has been sacrificed through ignorance, indifference, and the effort to make new projects absolutely cost efficient.

The following criteria are used to evaluate the compatibility of new construction proposed for the historic districts. These criteria should be considered during the design process to ensure compatibility and avoid unnecessary conflicts in the review process. The terms are adapted from the eleven standards of visual compatibility found in the City's Land Development Code. Note that "Scale" is broken up into two parts, *Scale of the Street* and *Scale of Buildings*, emphasizing the importance of these two related but very different scale.

1. *Rhythm of the Street.* The relationship of the buildings, structures and open spaces along a street that creates a discernible visual and spatial pattern.
2. *Setbacks.* The size of buildings, structures and open spaces and their placement on a lot relative to the street and block.
3. *Height.* The overall height of buildings and structures related to those sharing the same street or block.
4. *Roof Forms.* The shape of a building or structure roof system in relationship to its neighbors.
5. *Rhythm of Entrances and Porches.* The relationship of entrance elements and porch projections to the street.
6. *Walls of Continuity.* Appurtenances of a building or structure such as walls, fences, landscape elements that form linked walls of enclosure along a street and serve to make a street into a cohesive whole.
7. *Scale of Building.* Relative size and composition of openings, roof forms and details to the building mass and its configuration.
8. *Directional Expression.* The major orientation of the principle facade of a building or structure to the street.
9. *Proportion of the Front Facade.* The width of the building, structure, or object to the height of the front elevation in relationship to its immediate context.
10. *Proportion of Openings.* The width and height relationship of the windows and doors in a building or structure to the principle facade.
11. *Rhythm of Solids to Voids.* The pattern and overall composition of openings such as windows and doors in the front facade.
12. *Details and Materials.* The relationship of details, materials, texture and color of building facades, structures, objects and landscaped areas to the existing context.





Recommended

1. Encourage rehabilitation and adaptive use of existing structures and landscapes.
2. Design new buildings to be compatible in scale, size, materials, color, and texture with the surrounding buildings.
3. Employ contemporary design that is compatible with the character and feel of the historic district.
4. Employ amelioration strategies with new larger scale infill construction to protect adjacent historic structures.
5. Employ design strategies that use proportional relationships of facades, shapes of openings, solid/void ratios and the directional typology of historic structures to link new buildings with the historic context.
6. Use of fences, walls or landscape materials to reinforce the continuity of the street edge in a neighborhood.



Not Recommended

1. Designing new buildings whose massing and scale is inappropriate and whose materials and texture are not compatible with the character of the district.
2. Imitating an earlier style or period of architecture in new construction, except in rare cases where a contemporary design would detract from the architectural unity of an ensemble or group.



RHYTHM OF THE STREET

New construction should add to the existing rhythm of streets and blocks. This rhythm is a complex layering of many features that add up to what is described generally as “character.” Spacing between buildings, divisions between upper and lower floors, porch heights, and alignment of windows and windowsills are examples of such rhythms. New construction in historic districts should try to maintain or extend these shared streetscape characteristics in blocks where they appear.

Where new building types such as row houses or apartment buildings are introduced that are not in scale with the traditional single-family housing that historically occupied the area, new rhythms of building and open space along the street will evolve.

To help ameliorate the impact of these new more massive building forms, special attention should be paid to the articulation and massing of the new building street facades, avoiding the introduction of large unbroken masses of building.

Finding the street rhythm in wall fenestration, eave heights, building details, and landscape features such as fences or walls can help ameliorate the larger building masses and “connect” the new building to its neighborhood and street.



SETBACKS

The careful placement of buildings on lots is essential to maintaining the building patterns of each district. The distance a building is located from its property lines is referred to as “setbacks” or, more recently, “build-to” lines. Buildings in historic districts often share a common front and side setback although these setbacks vary from block to block and street to street, even within the same district. In locating new buildings, the front side setbacks should be maintained and be consistent with the facades of surrounding historic buildings.

Where the Special Area Plan encourages placement of buildings closer to the street than the historic uniform front yard setbacks along a block, adjustments are recommended to ameliorate the impact of the new building setbacks on adjacent contributing buildings in the historic districts. This adjustment strategy is desirable to help create a cohesion among the neighborhood buildings as a whole, and to avoid fracturing the neighborhood fabric by changing abruptly the building-street relationships.

Front yard build-to/setback lines would stay within the ranges set forth in the Special Area Plan requirements. When new construction abuts a contributing building located within 20 feet of a shared side yard boundary, the new construction must “step back” from the build-to line.

The “step back” is a compromise half way between the minimum build-to line allowed by the Special Area Plan, and the setback of the existing contributing structure, and in no case to step back further than the maximum build-to line established by the Special Area Plan.

In the event that the new construction is a multi-family row house or apartment building, only the first bay, adjacent to the contributing structure should be required to “step back.”



HEIGHT

The height of new construction should ideally be compatible with surrounding historic buildings. Building height has a significant impact on the scale and character of a neighborhood.

The Special Area Plan allows new buildings to be significantly taller than the 1-story and 2-story single-family residential buildings that occupy the historic districts. To avoid abrupt scale juxtapositions that fragment a neighborhood and adversely impact historic structures, a “step down” amelioration strategy would be applied to new construction that is adjacent to a contributing structure located within 20 feet of a shared side yard boundary.

The new construction should not be more than 1 1/2 stories taller than the contributing structure. A half story is defined as an attic space within the roof utilizing dormer windows or gable-end windows.

In the event the new construction is a multi-family row house, apartment building, or a larger scale structure, only the first bay or set of spaces on the end of the building adjacent to the contributing structure should be required to “step down.”

ROOF FORMS

Similar roof form and pitch are characteristics of buildings in many historic districts. Most residential buildings in the districts have pitched roofs with the gable or hip roof as the predominate type. Gambrel, pyramidal, and clipped gable (jerkinhead) are also found in the districts. A small number of Mediterranean influenced structures with flat roofs concealed behind parapets exist.

Repetition of historic roof forms is a strategy that new construction can employ to achieve compatibility with older structures, particularly when there is a widely used roof convention in a neighborhood.



RHYTHM: ENTRANCES & PORCHES

The relationship of entrances and projections to sidewalks of a building, structure, object or parking lot shall be visually compatible to the buildings and places to which it is visually related. New porches, entrances, and other projections should reflect the size, height, and materials of porches of existing historic buildings found along the street and contribute to a continuity of features.

Porches are strongly encouraged and should have sufficient size to accommodate outdoor furniture and easy accessibility. Their widths and depths should reflect that which can be found on other historic buildings in the district.



WALLS OF CONTINUITY

Appurtenances of a building or structure such as walls, fences or landscape elements that form linked walls of enclosure along a street serve to make a street into a cohesive whole.

New infill construction should be encouraged to align walls, fences or landscape elements (hedges) with adjacent property owners to create uniform street walls. Partially open edges are preferred to promote social connection from street (public domain) to porch (semi-private domain).



SCALE OF THE BUILDING

Scale, although related to objective dimensions, is more open to interpretation and is ultimately a more important measure of a good building. Proper scale is a critical issue in determining the compatibility of buildings within an historic context. It has two general meanings: its scale to context and its scale relative to ourselves. Intuitively, we judge the fit of a building at different *scales of measurement* in order to assess its *relative size* or proper scale in a given context. Many issues affect the perception of scale such as placement on the site, overall massing, building type, style, combinations of materials and detailing to name but a few. Every building in the University Heights Historic Districts is also measured against its neighbors for degrees of similarity and difference. The result or “fitness” of a building is a delicate balance between these seemingly contradictory aspects of context. From far away, we note the profile of a structure on the skyline. On the streetscape: its distance from the road and its neighbors. Up close, we look for familiar things that tell us its relationship directly to our body, i.e., stairs, railings, doors and windows, and modular materials such as brick, blocks or wood. Most importantly, we sense that all these individual elements must have an overall order to achieve proper scale. Scale changes are evident from district to district and from street to street.

Scale for new construction speaks to both the relationship of the building to its neighbors, and the scale of the building to the person, which is influenced by the massing (large unbroken masses vs. smaller collection of masses), materials, the size and proportion of openings, the articulation of surfaces, the ratio of void to solid, and details like handrails, doors and windows.

New infill may be larger in size (not in physical scale with its neighbors) and yet still feel compatible in scale if the building form has been articulated with a number of scaling strategies.



DIRECTIONAL EXPRESSION

New buildings should relate to adjacent buildings in the directional character (orientation) of its facade. In a historic district there is usually a typology of entry and connection to street shared by the neighborhood buildings that helps create a consistent fabric.

University Heights buildings almost without exception have primary entries that face the principal street. The facade facing the principal street is clearly recognized as the building “front,” and porches or stoops create a transition from street to interior.

New construction should recognize these shared conventions and enhance compatibility by becoming part of the neighborhood fabric.



PROPORTION OF FRONT FACADE

All buildings have a proportional relationship between the width and height of the front facade which is independent of physical size. In a district as complex as University Heights with many different building styles, there can be a number of facade proportions. New construction should consider the facade proportions of the historic structures in the immediate neighborhood to determine if a common proportion can be found in nearby structures. Compatibility can be enhanced if neighborhood proportions can be integrated into the design of new buildings, even if they are of a larger physical scale.



PROPORTION & RHYTHM OF OPENINGS

In many historical styles, the height to width proportion of windows is an important element of the design, along with the way windows are configured by muntins. New construction should consider the proportion and rhythm of fenestration in nearby historic structures to enhance compatibility.

In University Heights, vertically proportioned windows predominate with many examples of group windows, especially in the numerous Craftsman/Bungalow style buildings. Consistent use of muntins is another recognizable fenestration characteristic.

Similarly, many historic structures have highly detailed doors and entryways, even when facades are simple and undetailed.

RHYTHM OF SOLIDS TO VOIDS

Like the proportioning of openings, the relative ratio of openings to solid wall area is also a characteristic of architecture that can be exploited to seek compatibility with nearby historic structures. Architectural style in historic buildings is a factor which influences the solid to void ratio. The ratio can also vary between primary and secondary elevations as windows have often been a status symbol and used on front facades to express wealth or social status.



DETAILS AND MATERIALS

Due to the varied architectural styles in University Heights, there is a broad range of materials used on historic buildings, including brick, wood siding, wood shingles, stucco, cut stone and the unique use of local field stone and brick in the buildings locally known as “Chert Houses.” Roofs also use a range of materials including asphalt shingles, asbestos shingles, crimped and standing seam metal, tiles and stone.

New construction should consider looking at the pallet of materials used on nearby historic structures to pursue compatibility at the neighborhood level.





APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ _____ TYPE _____

APPLICATION #: _____

HDC CASE #: _____

APPLICATION COMPLETE: Y _____ N _____

PRE-CONFERENCE: Y _____ N _____ DATE _____

BOARD MEETING DATE: _____

PLANNER: _____ DATE: _____

____ APPROVED ____ DENIED

APPROVAL TYPE:

☐ Staff Approval☒ Board Approval: Conceptual ☒ or Final _____

PROJECT TYPE:

☒ New Construction ☐ Addition ☐ Alteration ☐ Relocation ☒ Demolition ☐ Variance
☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser's Website → Map Search

Street Address: 224 N. 2ND STREETHistoric District: ☐ Downtown ☐ Old Town ☒ CRA WaterfrontParcel Identification Number(s): 00-00-31-1800-0008-0080, 00-00-31-1800-0008-0050Zoning District: C-3 Lot / Block Number (optional) 547, 849 / 8

PROJECT DESCRIPTION

Owner of Record

As recorded with the Nassau County Property Appraiser

Owner(s) Name

DAVID PEYTON PAGE, JR & KIMBERLY PRUITT PAGE

Corporation or Company (if applicable)

Street Address

1702 ATLANTIC AVENUE

City State Zip

FERNANDINA BEACH, FL 32034

Telephone Number

904-415-3243

Email Address

DAVIDPAGE MD @ COMCAST.NETKIM BEACH COTTAGE @ COMCAST.NET

Applicant or Agent

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

Applicant Name

Corporation or Company (if applicable)

COTNER ASSOCIATES, INC. ARCHITECTS

Street Address

953RD STREET

City State Zip

FERNANDINA BEACH, FL 32034

Telephone Number

904-277-4593

Email Address

JOHN @ COTNER ASSOCIATES.COM

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

MULTI-FAMILY DWELLING (2 STORY) IN AESTHETIC & STRUCTURAL DISREPAIR EXISTS ON NORTHERN 2 LOTS. STRUCTURE IS NON-CONTRIBUTING. THE 3 SOUTHERN LOTS ARE UNIMPROVED. SEE ATTACHED REPORT FROM STRUCTURAL ENGINEER. WE ARE PROPOSING DEMOLITION BASED ON THE STATE OF DISREPAIR AND RELATIVE COST TO RENOVATE.

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

WE ARE PROPOSING A NEW MIXED-USE DEVELOPMENT WITH TWO THREE-STORY STRUCTURES COMPRISED OF COMMERCIAL AND RESIDENTIAL USES TOTALING 10,000 +/- S.F. SEE ATTACHED CONCEPTUAL ELEVATIONS, SITE PLAN & SCHEDULES, PROPOSED DESIGN DETAILS AND ELEMENTS.

List proposed materials and colors, as applicable (use additional sheet if necessary):

Project Scope	Manufacturer	Product Description	FL Product Approval #	Color (Name/Number)
Exterior Fabric	HARDIE N/A	SMOOTH BOARD & BATTEN BRICK		T.B.D.
Doors	PLASTPRO	COMPOSITE		TBD
Windows	PQT	VINYL		TBD
Roofing	TBD	METAL 5V CRIMP		TBD
Fascia/Trim	HARDIE	SMOOTH		TBD
Foundation	TBD	BRICK (TUMBLER ANTIQUE LOOK)		TBD
Shutters	TBD	POWDER COAT ALUMINUM BAHAMA		TBD
Porch/Deck		WOOD 5/4		TBD
Fencing		WOOD (HORIZONTAL BOARD)		TBD
Driveways/Sidewalks	TBD	PAVERS		EARTHTONE BLEND
Signage				
Other RAILS		ALUMINUM (WOVE/GRID)		

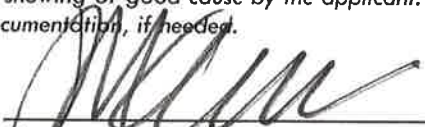
Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

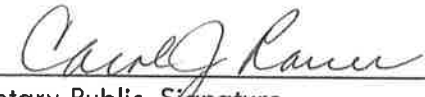
1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.
2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.
3. I/We understand that the COA review time period will not commence until the application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.
4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.
5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such, ex-parte communications are prohibited (Communication about your project with a Historic District Council member).
6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.
7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.
8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.
9. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.

9-5-18
Date


Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

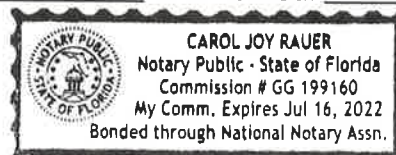
Subscribed and sworn to before me this 5th day of September, 2018.


Notary Public: Signature

CAROL J. RAUER
Printed Name

7/16/22
My Commission Expires

Personally Known ☒ OR Produced Identification ☐ ID Produced: ☐



NASSAU**A. Michael Hickox, CFA, Cert.Res.RD1941**
Nassau County Property Appraiser[Property Search](#)[Sales Search](#)[Nassau Home](#)

OWNER NAME	PAGE DAVID P JR & KIMBERLY P	PARCEL NUMBER	00-00-31-1800-0008-0050
MAILING ADDRESS	1702 ATLANTIC AVE	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	19.9307
		PROPERTY USAGE	VACANT RESIDENTIAL
	FERNANDINA BEACH, FL 32034	DEED ACRES	0
LOCATION ADDRESS	N 2ND ST	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 8 LOTS 5 & 6 IN OR 2117/1534 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Preliminary Values

JUST VALUE OF LAND	\$50,000
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$0
TOTAL MISC VALUE	\$0
JUST OR CLASSIFIED TOTAL VALUE	\$50,000
ASSESSED VALUE	\$50,000
EXEMPT VALUE	\$0
TAXABLE VALUE	\$50,000

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC INDUST 004000	50	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/26/2017	2117/1534	2117/1534	60000	TD	Q	N	MCCRANIE DANIEL I TRUSTEE	PAGE DAVID PEYTON JR & KIMBERLY PRUITT
09/29/2010	1701/1505	1701/1505	34000	WD	U	N	ROWE JASON N & S COURTNEY M	MCCRANIE DANIEL I TRUSTEE
09/01/2004	1256/722	1256/722	225000	WD	Q	Y	ROWE JASON NATHANIEL &	ROWE JASON & S COURTNEY
08/21/1995	736/1768	736/1768	100	QC	U	N	BECTION VIRGINIA T	BECTION MILES W JR

NASSAU

A. Michael Hickox, CFA, Cert. Res. RD1941
Nassau County Property Appraiser

Property Search Sales Search Nassau Home

OWNER NAME	PAGE DAVID PEYTON JR &	PARCEL NUMBER	00-00-31-1800-0008-0080
MAILING ADDRESS	PAGE KIMBERLY PRUITT (H&W) 1702 ATLANTIC AVE	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
	FERNANDINA BEACH, FL 32034	MILLAGE	19.9307
LOCATION ADDRESS	224 2ND ST N	PROPERTY USAGE	MULTI-FAMILY
	FERNANDINA BEACH 32034	DEED ACRES	0
SHORT LEGAL	BLOCK 8 LOTS 7 & 9 IN OR 2117/1512 CITY OF FDNA BEACH	HOMESTEAD	N
		PARCEL MAP RECORD	MAP THIS PARCEL
		TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Preliminary Values

JUST VALUE OF LAND	\$75,000
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$102,715
TOTAL MISC VALUE	\$1,000
JUST OR CLASSIFIED TOTAL VALUE	\$178,715
ASSESSED VALUE	\$178,715
EXEMPT VALUE	\$0
TAXABLE VALUE	\$178,715

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
MULTI-FAM 000800	75	FF	21-3N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
TRI/QUAD	3,636	2,905	4	4	AVERAGE		CONVECTION	CONVECTION	1900	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
FP-2-SG-AV	0 X 0	2	1910
FP-2-SG-AV	0 X 0	0	0

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/26/2017	2117/1512	2117/1512	207000	WD	Q	Y	MCCRANIE SUSAN COURTNEY	PAGE DAVID PEYTON JR & KIMBERLY PRUITT
09/13/2012	1818/608	1818/608	100	QC	U	Y	ROWE JASON N	MCCRANIE SUSAN COURTNEY
09/01/2004	1258/722	1258/722	225000	WD	Q	Y	BECTION VIRGINIA	ROWE JASON & S COURTNEY

This Instrument Prepared by:

Amelia Title Agency, Inc.
2227 Sadler Road
Fernandina Beach, Florida 32034
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraiser's Parcel I.D. (Folio) Number(s):
00-00-31-1800-0008-0050

TRUSTEE'S DEED

By this Deed, Made this 26th day of April, 2017, by Daniel I. McCranie as Trustees of the Daniel I. McCranie, P.A. Profit Sharing Plan & Trust whose address is: 1301 Quattlefield Lane, Fernandina Beach, FL 32034 to David Peyton Page, Jr. and Kimberly Pruitt Page, Husband and Wife whose address is 1702 Atlantic Ave, Fernandina Beach, FL 32034 hereinafter called the grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau, county, Florida, viz:

All that certain piece, parcel or tract of land lying and being in the County of NASSAU and the State of FLORIDA, known and described as follows:

LOT FIVE (5) AND SIX (6) IN BLOCK EIGHT (8), OF THE CITY OF FERNANDINA BEACH (FORMERLY FERNANDINA) IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901)

THE REAL PROPERTY DESCRIBED HEREIN IS NOT THE CONSTITUTIONAL HOMESTEAD NOR THE PRIMARY RESIDENCE OF THE GRANTORS.

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

To Have and to Hold, the same in fee simple forever.

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor.
(The terms "Grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____

Witness Printed Name: MARIE DAVIS

Witness Signature: _____

Witness Printed Name: Michelle Elliott

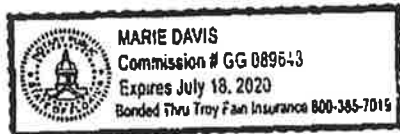
Daniel I. McCranie, P.A. Profit Sharing Plan & Trust

BY: Daniel I. McCranie as Trustee

**STATE OF FLORIDA
COUNTY OF NASSAU**

The foregoing instrument was acknowledged before me this 26th day of April, 2017, by Daniel I. McCranie, Trustee of the Daniel I. McCranie, P.A. Profit Sharing Plan & Trust, who is/ are personally known to me.

My Commission Expires:
Serial Number _____



MB
Notary Public

Return to: (enclose self-addressed stamped envelope)
Name: **Amelia Title Agency, Inc.**

Address: **2227 Sadler Road
Fernandina Beach, FL 32034
Fernandina Beach, Florida 32034**

This Instrument Prepared by:

Address: **Amelia Title Agency, Inc.
2227 Sadler Road
Fernandina Beach, FL 32034**

Property Appraisers Parcel Identification (Folin) Number(s):
00-00-31-1800-0008-0080

Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this **26th** day of **April 2017**, BETWEEN **Susan Courtney McCranie a Single Woman**

whose post office address is: **1521 Fernandina Road, Fernandina Beach Florida 32034**

of the County of **Nassau**, State of **Florida**
grantor, and **David Peyton Page, Jr. and Kimberly Pruitt Page Husband and Wife**

whose post office address is: **1702 Atlantic Ave, Fernandina Beach Florida 32034**

of the County of **Nassau**, State of **Florida**
grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of **Ten and no/100**

Dollars, and other good and valuable
considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted,
bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described
land, situate, lying and being in **Nassau** County, Florida, to-wit:

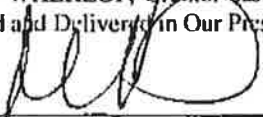
**All of that certain piece, parcel or tract of land lying and being in the County of Nassau and the
State of Florida known and described as follows:**

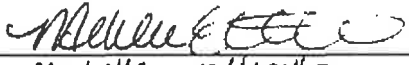
**ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY
OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE
OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS
LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED,
REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901)
AS:**

**LOTS SEVEN (7), EIGHT (8) AND NINE (9) OF BLOCK EIGHT (8) OF THE CITY OF FERNANDINA
BEACH, FLORIDA.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, Sealed and Delivered in Our Presence:



Marie Davis


Michelle Elliott



Susan Courtney McCranie (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 26th day of April 2017 by

Susan Courtney McCranie, a Single Woman
who is personally known to me or who has produced
as identification.

My Commission expires:

(Seal)



Marie Davis
Notary Public





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

August 15, 2018

Mr. John Cotner, AIA
Cotner Associates, Inc.
9 South 3rd Street
Fernandina Beach, Florida 32034

**Re: Structural Evaluation
224 North Second Street
Fernandina Beach, FL**

Dear Mr. Cotner:

We inspected the structure at the above referenced location on August 1, 2018 to examine the existing building which is composed of wood framing on brick piers. The property appraiser website dates the building structure at or around the year 1900. The overall building structure is comprised of wood framed walls, floor and roof systems, wood lap siding and an off-grade brick pier support system on a shallow foundation. The rear part of the structure appears to have been added on at some point in the past, with the front two-thirds of the building most-likely being original. The ground floor appears to be one single family residential unit and the second floor contains two single family residential units. The building does not lie within a flood zone.

The following limited visual inspections were made on the above referenced date:

First Floor:

- Foundation of original portion consists of original solid brick piers with grout, residing on a shallow concrete pad (unverified). Brick grout appears to have reached its life expectancy and is experiencing compression. Original structure has non-structural four-inch masonry block infill between the piers.
- Foundation of the rear addition appears to be masonry block stem wall and/or piers with masonry infill. Masonry appears to be in decent condition.
- The lap siding on all sides of the building has suffered water damage and is experiencing rot in several locations, warranting repair or replacement. Several areas of the siding appears to be separating from the stud system, with separation of lap joints.
- The building's exterior shows damage in the past due to wind, rain and neglect.
- Interior ground floor system is unlevel, with severe slope in some areas, and sagging at rear and center of structure. Cause could be due to deteriorated/damaged girders and/or settling and damaged support piers.

Second Floor:

- Roof leak at center of structure, causing gypsum board ceiling to come down. This area of the ceiling has been repaired. Damage to the roof and ceiling joist system could not be determined. Currently the roof has a tarp over the rear area to cover storm damage that has not been repaired.
- Second floor accessed by stairwell and porch at rear of building. Support structure and deck, railing and stairs appear to be in disrepair and replacement should be considered.

- The lap siding on all sides of the building has suffered water damage and is experiencing rot in several locations, warranting repair or replacement. Several areas of the siding appears to be separating from the stud system, with separation of lap joints.
- South side unit floor system slopes from center to front of structure. Floor system at the rear is experiencing sloping as well.
- North side unit has fire damage in the kitchen area at the rear of the structure. Minor visual damage.
- North side unit floor systems has minor sloping toward the north, but not as bad as the south side unit.
- The building's exterior shows damage in the past due to wind, rain and neglect.

South Side Unit:

- Second floor slopes from center to front of house
- Rear area is also sloping

North Side Unit:

- Fire damage at kitchen area at rear of structure, somewhat minor visual damage
- Floor sloping to North
- North side in better shape than south side

The governing building code at this time is the Florida Building Code, 6th Edition (2017). The governing volume for any work performed on this building is *Existing Building*. If the building has not sustained significant structural damage, then damaged elements shall be permitted to be restored to their predamage condition. If substantial structural damage has occurred, or substantial improvements are to occur, the vertical elements or lateral force-resisting system of the building shall be evaluated. The evaluation shall establish whether the damaged or modified building, if repaired to its predamage state, would comply with the provisions of the Florida Building Code, Building for current pertinent load combinations. However, if substantial improvements to the building are to occur, the Florida Building Code would mandate that the building meet current wind and load combinations as required.

Repairs and upgrades to the building would most likely exceed the threshold definition of "substantial improvement", which limits the cost of repairs to less than fifty percent of the appraised value of the structure before the repairs. Exceeding this definition would subject the repairs to meet current wind load. Further detailed inspection would most likely conclude the structure has sustained "substantial structural damage", as defined in Chapter 2, FBC 2016, *Existing Building* due to past and current damage. Per the Nassau County Property Appraiser's website, the assessed value of the existing structure is \$102,715.00. Therefore the maximum repair value allowed without tripping the FBC thresholds is approximately \$51,300.00. Based on review of the structure, its age and the current damage, we believe that the overall building has sustained enough substantial damage, that repair may not be economically feasible.

We conclude that demolition of the structure would be most practical due to the amount of past and current damage. It is not feasible to attempt repairs below the definition of substantial improvement and the structure, even if restored to its predamage condition, would not meet current wind (and other) loads as dictated by the Florida Building Code, 6th Edition (2017).

We hope you find this letter satisfactory to allow for demolition of the above referenced structure. If you have any questions or concerns, please contact me at your earliest convenience.



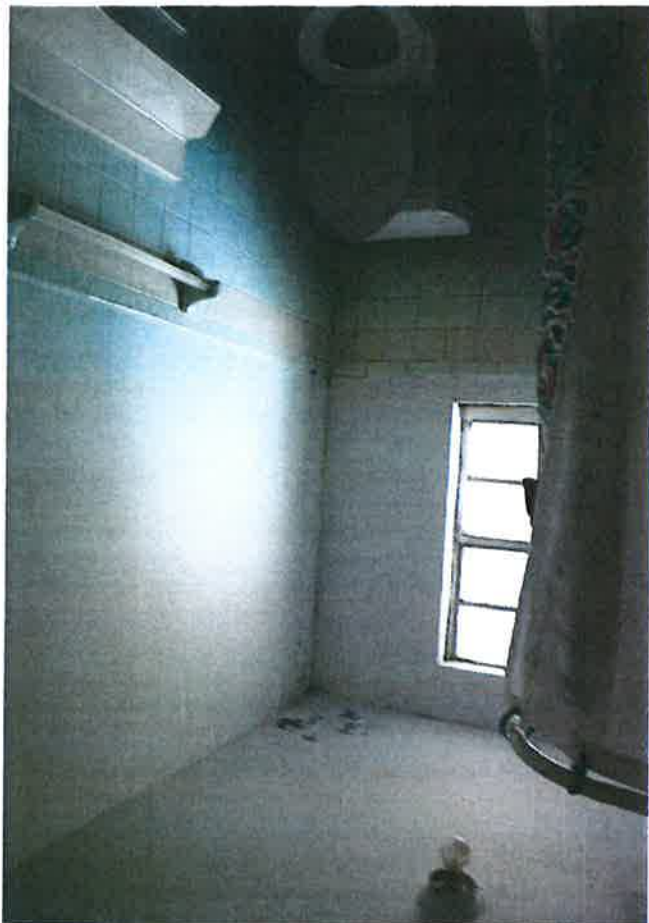
Asa Ray Gillette
FL P.E. No. 56177
Principal
Gillette and Associates, Inc.

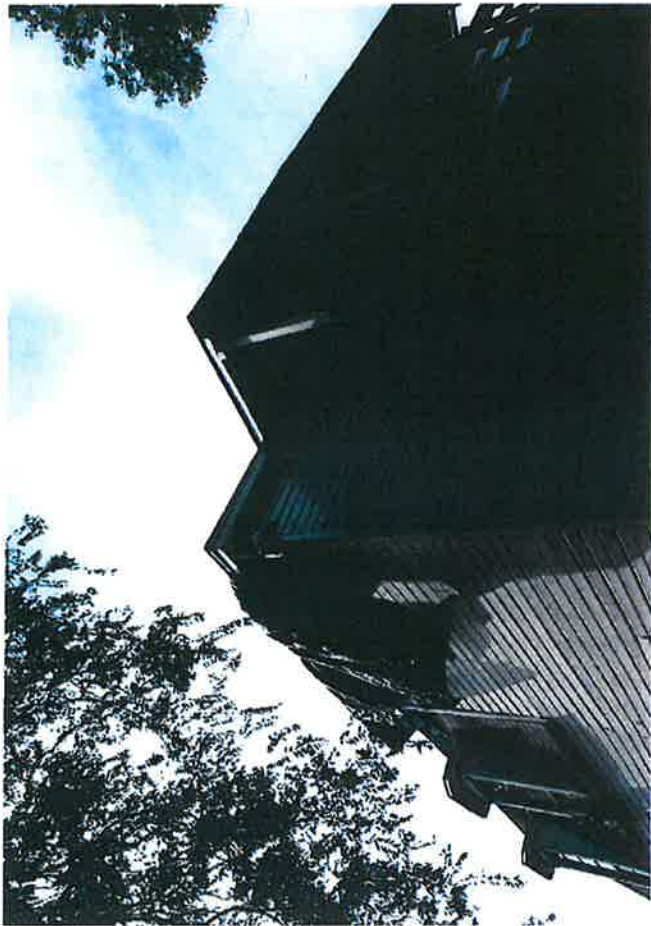
ATTACHMENT A

Interior and Exterior Pictures
Taken on 8/01/18

224 North 2nd Street
Fernandina Beach, Florida







Cotner Associates, Inc.

A r c h i t e c t s

MEMORANDUM

To: David and Kim Page
From: John M. Cotner, AIA
Date: October 15, 2018
Re: 224 North 2nd Street

A. Economic analysis (north parcel/building)

New proposed	5280s.f. (3 storey)
<u>Existing</u>	<u>2905s.f. (2 storey)</u>
Difference	2375s.f.

Assuming average rental rate @ \$15/s.f. / year yields loss of income @ \$35,625 +/-

B. Construction comparison

New proposed 5280 s.f. x \$200/s.f. =	\$1,056,000
Existing renovation 2905s.f. x \$350/s.f. =	\$1,016,750

Renovation requires:

- 1) Building relocation to accommodate parking, setbacks, requirement for new foundation, etc.
- 2) Porches will have to be removed for relocation
- 3) New cladding will be required
 - a. Siding
 - b. Windows/doors
 - c. Roofing
 - d. Reconstruction of porches
- 4) New hvac, electric & plumbing will be required
- 5) All interior finishes will need replacing as gutting will be required for #4 above as well as insulation.

9 South Third Street | Fernandina Beach, Florida | 32034-4206 | www.cotnerassociates.net
Phone 904-277-4593 | Fax 904-277-6734 | Email architect@cotnerassociates.com

FL AAC001651 | GA RA005137 | NC 14077 | PA RA010642B | SC 5211

Note: Due to hand demo, necessary upgrade of cladding materials to attain historic authenticity, unit cost climbs drastically, thus the substantial delta from new vs. renovation cost/unit.

Given the above data, I believe the renovation option is not delivering the highest/best use or method of improvement for an investment property. Given the loss of income, state of disrepair/neglect, the above and Gillette's concurrence as support, I must recommend demolition as your design professional.

Should questions arise, please give me a call or drop me an email. I'll be at HDC 10/18/18, 5:00 to present your case.

John

cc: Sal Cumella



**FINDINGS OF FACT
CERTIFICATE OF APPROVAL
HISTORIC DISTRICT COUNCIL
FERNANDINA BEACH, FLORIDA**

Whereas, the Fernandina Beach Historic District Council shall in all cases heard by the Council make written findings of fact and conclusions of law that support the Council's decisions in accordance with Section 8.01.01 of the Land Development Code, STANDARDS FOR DEVELOPMENT IN THE HISTORIC DISTRICT OVERLAYS;

Whereas, the **FERNANDINA BEACH HISTORIC DISTRICT COUNCIL** has held a public hearing on **October 18, 2018** and has given consideration to the following application:

Case Number: HDC 2018-43
Applicant: Cotner Associates, Inc., agent for David Peyton Page Jr. & Kimberly Pruitt Page
Property Location: 224 N. 2nd Street
Requested Action: Certificate of Approval (COA) to demolish primary structure.

Whereas, the Fernandina Beach Historic District Council, having given consideration to the application as per Section 8.03.03 of the Land Development Code, makes the following findings of fact and conclusions of law based on the following:

1. SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
Findings: *Complies* ☐ *Does not Comply* ☒ *N/A* ☐

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
Findings: Complies ☐ Does not Comply ☐ N/A ☒
8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**
Findings: Complies ☒ Does not Comply ☐ N/A ☐
9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
Findings: Complies ☐ Does not Comply ☒ N/A ☐
10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**
Findings: Complies ☐ Does not Comply ☒ N/A ☐

2. **CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE**

2.01.13 Central Business District (C-3)

The C-3 District is intended for the development of land uses within the central business district as the City's center for residential, financial, commercial, governmental, professional, and cultural activities. The Central Business District category is designed to accommodate single-family or duplex residential uses, either freestanding or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

- A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
- B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
- C. Foster awareness and pride in the accomplishments and events of the City's past;
- D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
- E. Stabilize and improve property values and encourage compatible redevelopment;
- F. Enhance the visual and aesthetic character of the City; and
- G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

- C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

8.03.03.01 Requirements for Demolition Applications

- A. Application requirements. Application for a Certificate of Approval for any demolition of a primary building or structure (contributing or noncontributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC. No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.
- B. Public hearings and notice requirements. Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.
- C. Review criteria for demolition applications. In evaluating applications for a Certificate of Approval for demolition, the HDC shall consider the following:
 - 1. Whether the structure or site would meet national, state, or local criteria for designation;
 - 2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;
 - 3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;
 - 4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;
 - 5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;
 - 6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;
 - 7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;
 - 8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;
 - 9. Whether the applicant will be denied a reasonable return on his or her investment;
 - 10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;
 - 11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.
- D. Written evidence. The HDC may request the following written evidence be submitted as part of an application for a Certificate of Approval for demolition:
 - 1. A report from a certified property appraiser stating that such structure as it exists will not earn a reasonable economic return for the owner.
 - 2. A report from a certified property appraiser as to the estimated market value of the property both in its current condition and after completion of the proposed demolition or removal.
 - 3. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation and/or relocation.

4. An estimate from an architect, developer, real estate consultant, or appraiser experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure in its current location or in any proposed new location.
- E. Demolition delay period. The HDC may grant a Certificate of Approval for demolition as requested by a property owner which may provide for a delayed effective date. The effective date of the certificate will be determined by the HDC based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. The HDC may delay the demolition of contributing buildings within locally designated historic districts for up to six months, and for non-contributing buildings within locally designated historic districts for up to three months. During the delay period, the HDC may take such steps as it deems necessary to preserve the structure requested to be demolished and ensure that the structure is secured and stabilized. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure to a new location.
- F. Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.
- G. Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.
- H. Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from this requirement. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.
- I. Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the Planning Department. During the permit application review period, the Planning Department shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

8.03.06 Economic Hardship

- A. A property owner may demonstrate economic hardship as to demolition, substitution of alternative building materials, or other cases for primary structures by providing the following information as applicable and as may be required by the HDC.
 1. Owner currently receives fixed income benefits;
 2. Owner currently receives assistance through income-indexed program which provides for physical improvements to the property;

3. An estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
4. Any documentation related to good faith attempts to sell, rehabilitate or reuse the structure or structures within the last three (3) years;
5. Proof of payment of property taxes within the last three (3) years;
6. Owner has tax-exempt status as a (501)(c)(3) organization;
7. A report from a developer, real estate consultant, certified property appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility or viability or rehabilitation or reuse of the existing structure or structures; and/or
8. A report from an engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability or feasibility for rehabilitation or reuse.

B. Property owners are not required to prove economic hardship for accessory structures.

3. **APPLICABLE CITY DESIGN GUIDELINES**

CRA ☒

Downtown Historic District ☐

Old Town ☐

CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN: HISTORIC PRESRVATION ELEMENT

Policy 11.08.01.

The City shall encourage protection, preservation, and revitalization of historic non-designated structures and neighborhoods.

Demolition Criteria	
1. Whether the structure or site would meet national, state, or local criteria for designation;	The due to the cultural and architectural value the structure embodies, the structure could meet criteria for designation as a contributing structure to the Downtown Historic District
2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;	Structure is eligible to become a contributing structure to the Downtown Historic District, but is not currently included in the Historic District.
3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;	Loss of the site would further deteriorate this once important street in the City's history.
4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;	The structure is an architectural style unique to the City, but it would be possible to reproduce.
5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character	This structure is the last remaining residential example of Second Empire architecture in the City. This style is unique in that it is an architectural outlier. This style was mainly seen in the northeast and Midwest.

of the district;	
6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;	As one of the last remaining historic structures in the neighborhood, its removal would further weaken the historic relationship between the structures and land.
7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;	Retention of this structure does promote the general welfare of the city by providing an opportunity to study local architecture, development patterns, and local history
8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;	The applicant has provided an assessment from Gillette and Associates, Inc. indicating the level of repairs that are needed. No alternatives to demolition have been provided.
9. Whether the applicant will be denied a reasonable return on his or her investment;	The applicant has recently purchased the property and would not be denied a reasonable return on their investment.
10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;	The applicant has provided a letter from an engineering firm indicating the expected level of repairs that would be required to rehabilitate the structure.
11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.	Code Enforcement and Appeals Board had been working to get the former owner to address the neglect of the structure and bring it into compliance.

WHEREAS after closing the public hearing and additional discussion, a motion was made:

Made by Board Member Escalante and
Seconded by Board Member Pozzetta that:
Application **HDC 2018-43** be:

- ☐ **Approved as presented and granted a Certificate of Approval**
- ☐ **Conceptually approved as presented with conditions:**
- ☒ **Denied for the following reasons:**
☒ See staff findings.
- ☐ **Continued to Date Certain:**

Voting Record

Member	For	Against
Michael Harrison (Chair)	X	
Michael Spino	--	--
Robert Erickson	--	--
Angela Conway	--	--
James Pozzetta		X
Benjamin Morrison, Alternate #1	<i>Recused himself due to professional conflict</i>	
Enrique Escalante, Alternate #2	X	
TOTALS	2	1

The Motion **[PASSED]** **[FAILED]**

Michael Harrison, Chair

Date



HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 NA00246

Recorder # 309

Field Date 3-20-07

Form Date 3-30-07

FormNo 200703

FormNo = Field Date (YYYYMM)

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 224 North 2nd St

Multiple Listing (DHR only) _____

Other Names _____ >> _____

Survey or Project Name _____ Survey# _____

National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
<u>224</u>	<u>North</u>	<u>2nd</u>	<u>Street</u>	

Cross Streets (nearest/ between) _____

City / Town (within 3 miles) Fernandina Beach

In Current City Limits? YES

County Nassau

Tax Parcel #(s) _____

Subdivision Name _____

Block _____

Lot _____

Ownership _____

Name of Public Tract (e.g., park) _____

Route to (especially if no street address) _____

MAPPING

USGS 7.5' Map Name _____

Publication Date _____

>> FERNANDINA BEACH; 2003

Township: _____ Range: _____ Section: _____ 1/4 section: _____

>> 3N ; 28E ; 22 ; UNSP

Irregular Section Name: _____

Landgrant _____

UTM: Zone _____

Easting _____

Northing _____

Plat or Other Map (map's name, location) _____

DESCRIPTION

Style Second Empire

Other Style _____

Exterior Plan Rectangular

Other Exterior Plan _____

Number of Stories 2.5

Structural System(s) _____

>> _____

Other Structural System(s) _____

Foundation Type(s) _____

>> _____

Piers

Other Foundation Types _____

Foundation Material(s) _____

>> _____

Brick

Other Foundation Material(s) _____

Exterior Fabric(s) _____

>> _____

Drop siding

Other Exterior Fabric(s) _____

Roof Type(s) _____

>> _____

Monitor

Other Roof Type(s) _____

Roof Material(s) _____

>> _____

Composition shingles

Other Roof Material(s) _____

Roof Secondary Structure(s) (dormers etc) _____

>> _____

Shed extension

Other Roof Secondary Structure(s) _____

Number of Chimneys 2

Chimney Material Brick

Other Chimney Material(s) _____

Chimney Location(s) east slope

HISTORICAL STRUCTURE FORM

8NA00246

DESCRIPTION (continued)

Window Descriptions metal sash

Main Entrance Description (stylistic details) _____

Porches: #open 1 #closed _____ #incised _____ Location(s) westPorch Roof Types(s) hip

Exterior Ornament _____

Interior Plan _____

Other Interior Plan _____

Condition Fair

Structure Surroundings

Commercial: SOME of this category Residential: SOME of this category

Institutional: _____ Undeveloped: _____

Ancillary Features (Number / type of outbuildings, major landscape features) _____

Archaeological Remains (describe): none

If archaeological remains are present, was an Archaeological Site Form completed? _____

Narrative Description (optional) _____

HISTORY

Construction year 1900

Architect (last name first): _____

Builder (last name first): _____

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use _____ Year Use Started _____ Year Use Ended _____ >> Private residence; 1900;

Other Structure Uses _____

Ownership History (especially original owner, dates, profession, etc.) _____

RESEARCH METHODS

Research Methods _____

>> FL Master Site File-Cultural Resources

Other research methods _____

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? _____

Name of Local Register if Eligible _____

Individually Eligible for National Register? NOPotential Contributor to NR District? YES

Area(s) of historical significance _____

>> Community planning & development

Other Historical Associations _____

Explanation of Evaluation (required) Because the resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible as a contributor to the historic district.

HISTORICAL STRUCTURE FORM

8NA00246

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____

Maintaining Organization: _____

File or Accession #: _____

Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Bland, MylesRecorder Address / Phone 7035 Phillips HWY Ste. 5-129 Jacksonville, FL 904-448-4429Recorder Affiliation Bland & Associates, Inc Other Affiliation _____Is a Text-Only Supplement File Attached (Surveyor Only)? NO

***** MASTER SITE FILE USE ONLY *****

Cultural Resource Type: SSElectronic Form Used: S110Form Type Code: NORMForm Quality Ranking: NEWForm Status Code: SCATSupplement Information Status: NO SUPPLEMENTSupplement File Status: NO SUPPLEMENT FILE

SHPO's Evaluation of Resource

Date _____

FMSF Staffer: _____

Computer Entry Date: 6/4/07Form Comments: _____

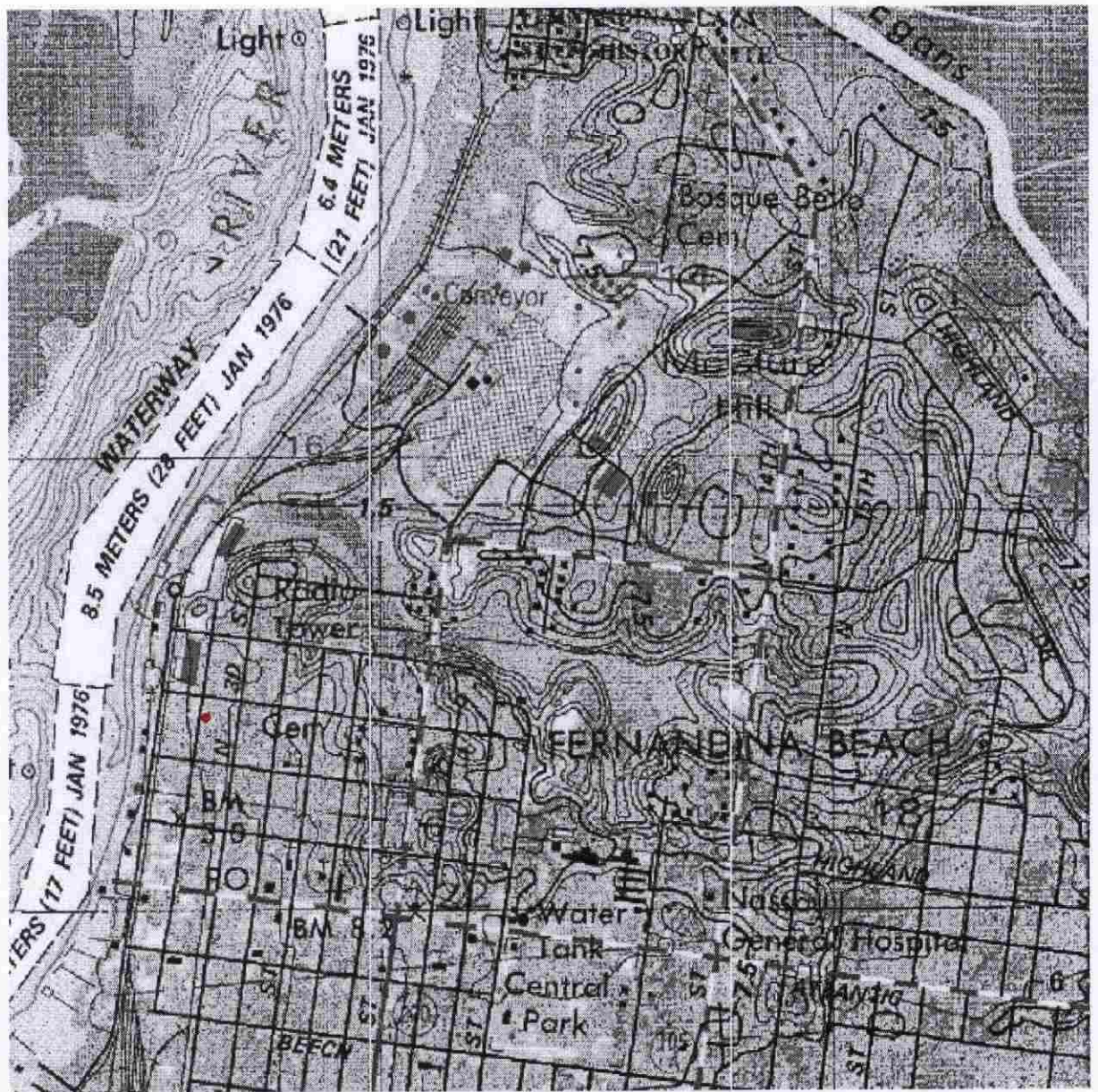
REQUIRED PAPER ATTACHMENTS

- (1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
- (2) LARGE SCALE STREET OR PLAT MAP
- (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

NA00246-200703

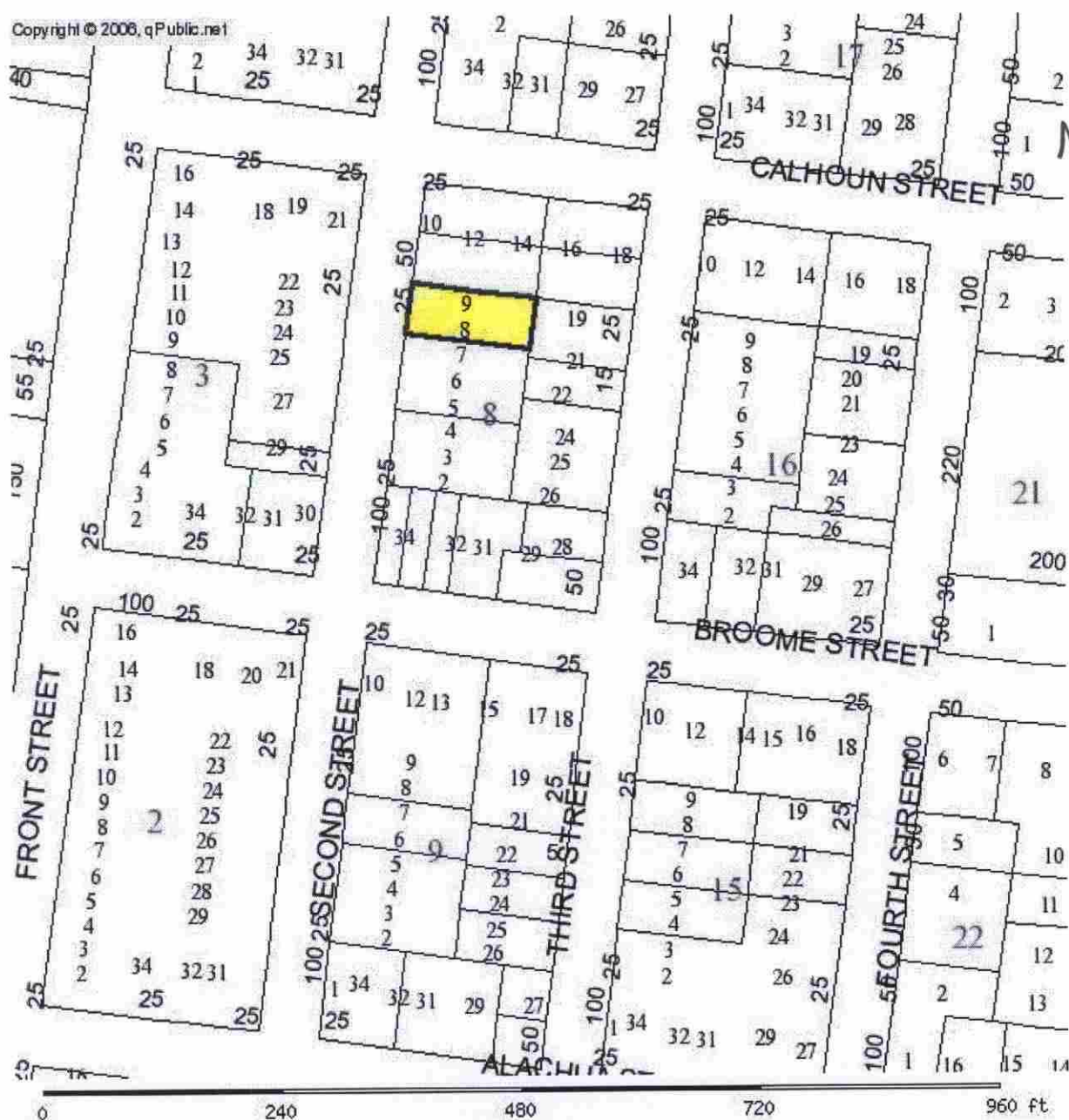
Supplementary Printout

- > **USGS map name/year of publication or revision:**
FERNANDINA BEACH;2003
- > **Township/Range/Section/Qtr:**
3N ;28E ;22;UNSP
- > **Structural system(s):**
- > **Foundation types:**
Piers
- > **Foundation materials:**
Brick
- > **Exterior fabrics:**
Drop siding
- > **Roof types:**
Monitor
- > **Roof materials:**
Composition shingles
- > **Roof secondary structures (dormers etc):**
Shed extension
Gable dormer
- > **Change status/year changed/date noted/nature:**
- > **Original, intermediate, present uses/year started/year ended:**
Private residence;1900;
- > **Research methods:**
FL Master Site File-Cultural Resources
Examine local property records
Pedestrian
- > **Area(s) of historical significance:**
Community planning & development
- > **Repositories: Collection/Housed/Accession#/Describe**
- > **[Other name(s)]:**



N/A 246

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PARCEL INFORMATION TABLE	
Selected Parcel	00-00-31-1800-0008-0080
GIS CALCULATED ACREAGE	0.15
Property Use	MULTI-FAMI
Land Use	MULTI-FAM
OWNERSHIP INFORMATION	
Name	ROWE JASON NATHANIEL &
Mailing Address	MCCRANIE-ROWE S COURTNEY (H&W) 232 NORTH 2ND STREET; FERNANDINA BEACH, FL 32034
Situs/Physical Address	224 N 2ND ST
2006 PROPOSED VALUES	
Land Value	30,520

309

NA
246



**SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)**

**FLORIDA MASTER SITE FILE
Site inventory Form**

SITE NO. **8 NA 246**

SITE NAME: 224 N. 2nd St.
ADDRESS OF SITE: 224 N. 2nd St.
INSTRUCTION FOR LOCATING: N/A

SURVEY DATE: 09/30/85

LOCATION: City of Fernandina Beach 8 7,8,9
Subdivision Name Block No. Lot No.

COUNTY: Nassau

DISTRICT NAME IF APPLICABLE: Fernandina Beach Historic

OWNER OF SITE: NAME: Becton, Miles W., Jr.

ADDRESS: 224 N. 2nd St.

ADDRESS: Fernandina Beach, FL 32034

TYPE OF OWNERSHIP: private

RECORDING DATE: / /

RECORDER: NAME & TITLE: Historic Property Associates, Inc.

ADDRESS: P. O. Box 1002

St. Augustine, FL 32084

CONDITION OF SITE:

INTEGRITY OF SITE:

Check One

Check one or more

EXCELLENT

x

ALTERED

ORIGINAL USE pvt.residence

GOOD

UNALTERED

PRESENT USE pvt.residence

x

FAIR

x

ORIGINAL SITE

DATES c.+ 1884

DETERIORATED

RESTORED: / /

CULTURE/PHASE American

x

MOVED: / /

PERIOD: 19th Century

NR CLASSIFICATION CATEGORY: building

DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING

TRANSPORTATION

DEVELOPMENT

FILL

DETERIORATION

DREDGE

BORROWING

OTHER (See Remarks Below)

AREAS OF SIGNIFICANCE: architecture

SIGNIFICANCE

See Continuation Sheet

RECORD NUMBER

7

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD: Second Empire

PLAN TYPE: rectangular

EXTERIOR FABRIC(S): wood: weatherboard, with cornerboards #
tar paper

STRUCTURAL SYSTEM(S): wood frame: balloon

PORCHES: W/1-story veranda, 5-bay, access from W, 3rd bay;
shed roof; replaces original porch

ORIENTATION: W

FOUNDATION: piers: brick, concrete block

ROOF TYPE: mansard

SECONDARY ROOF STRUCTURE(S): dormer: gable

CHIMNEY LOCATION: N: offset: rear slope # S: offset: rear slope

WINDOW TYPE: DHS, 6/6, wood #
DHS, 2/2, aluminum

CHIMNEY: brick

ROOF SURFACING: tar paper

ORNAMENT EXTERIOR: wood

NO. OF CHIMNEYS 2

NO. OF STORIES 2

NO. OF DORMERS: 7

OUTBUILDINGS:

SURROUNDINGS:

SITE SIZE (approx. acreage) LT1

TOWNSHIP	RANGE	SECTION
3N	28E	22

UTM ZONE	UTM EASTING	UTM NORTHING
----------	-------------	--------------

PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET:

224 N. 2nd St. is located within a subdivision known as the City of Fernandina. The subdivision was laid-out on a series of Spanish land grants acquired by Domingo Fernandez, a ships captain and planter, and his family during the early nineteenth century. Following the acquisition of Florida by the United States in 1821, the heirs of Domingo Fernandez sold the land grants which contained the Eliza or Louisa and Yellow Bluff Plantations to David Levy Yulee, President of the Florida Railroad Company and the first United States Senator from Florida. The Florida Railroad Company recorded the plat of the City of Fernandina in 1857 and the Florida Town Improvement Company revised it in 1887 and 1901.

Constructed c. 1884, it is a two-story frame Second Empire style residential building. It is noteworthy for its mansard roof, gabled dormers, and transom over the entrance. It has been significantly altered by replacement of the original porch and window sashes.

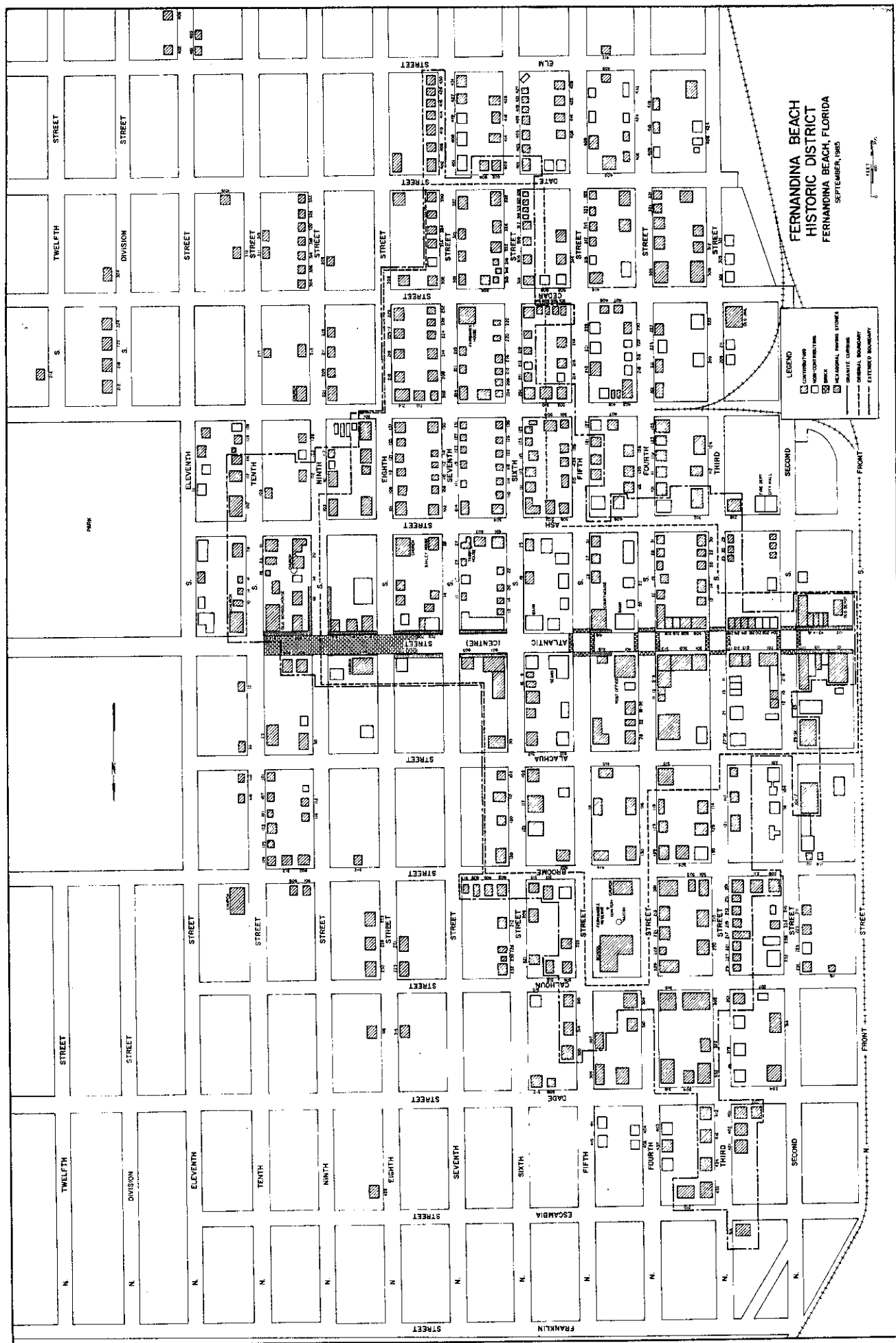


Figure 24



PARKING

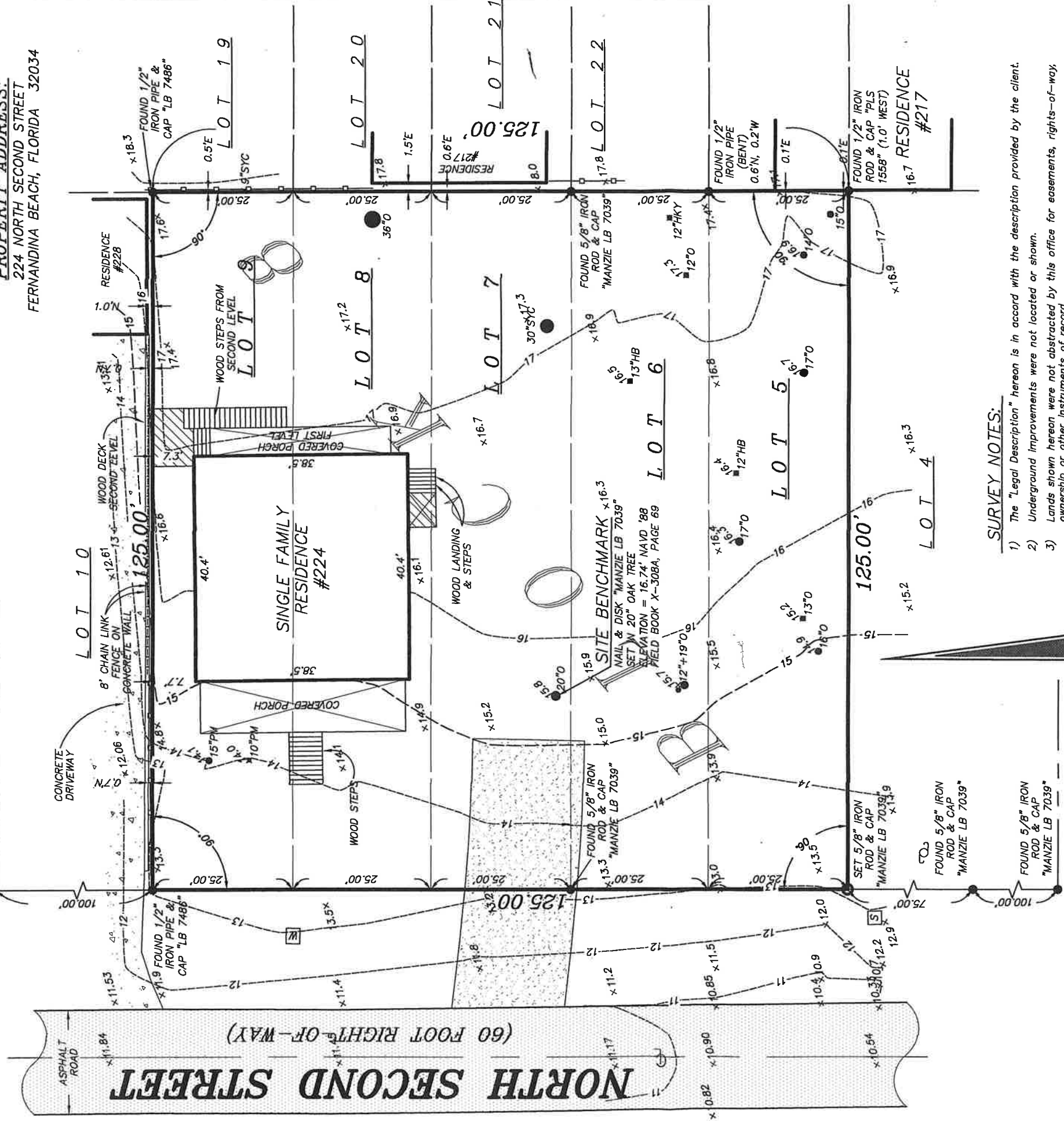


MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED REVISED AND REISSUED IN 1897 AND 1901) AS: LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) OF BLOCK EIGHT (8) OF THE CITY OF FERNANDINA BEACH, FLORIDA.

CERTIFIED TO:
DAVID & KIM PAGE
PROPERTY ADDRESS:
224 NORTH SECOND STREET
FERNANDINA BEACH, FLORIDA 32034

CALHOUN STREET



TREE LEGEND

O = OAK TREE
PM = PALM TREE
SYC = SYCAMORE TREE
HB = HACKBERRY TREE
HKY = HICKORY TREE

TREE DISCLAIMER:

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

COPYRIGHT © 2018 BY MANZIE AND DRAKE LAND SURVEYING

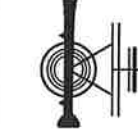
THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Internal lot angles shown hereon are based on recovered monumentation.
- 5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
- 6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C-0237G, Dated 08/02/2017. Flood Zone Information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 7) Site Benchmark is as shown hereon.
- 8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- 9) The Reference Benchmark is a found Nail & Disk in a Wood Utility Pole located at Southwest corner of intersection of Broome Street & North Second Street. (Elevation = 10.30' NAVD '88).
- 10) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

REVISIONS:

- 1) REVISED ON 07/17/2018 TO ADD LOTS 5 & 6, BLOCK 8, TO MAP. (BH)



MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com

Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE."

Michael A. Manzie

MICHAEL A. MANZIE, P.L.S. 4069

7/19/18

SCALE: 1"=20'

JOB NO: 20234

DATE: 03/26/2018

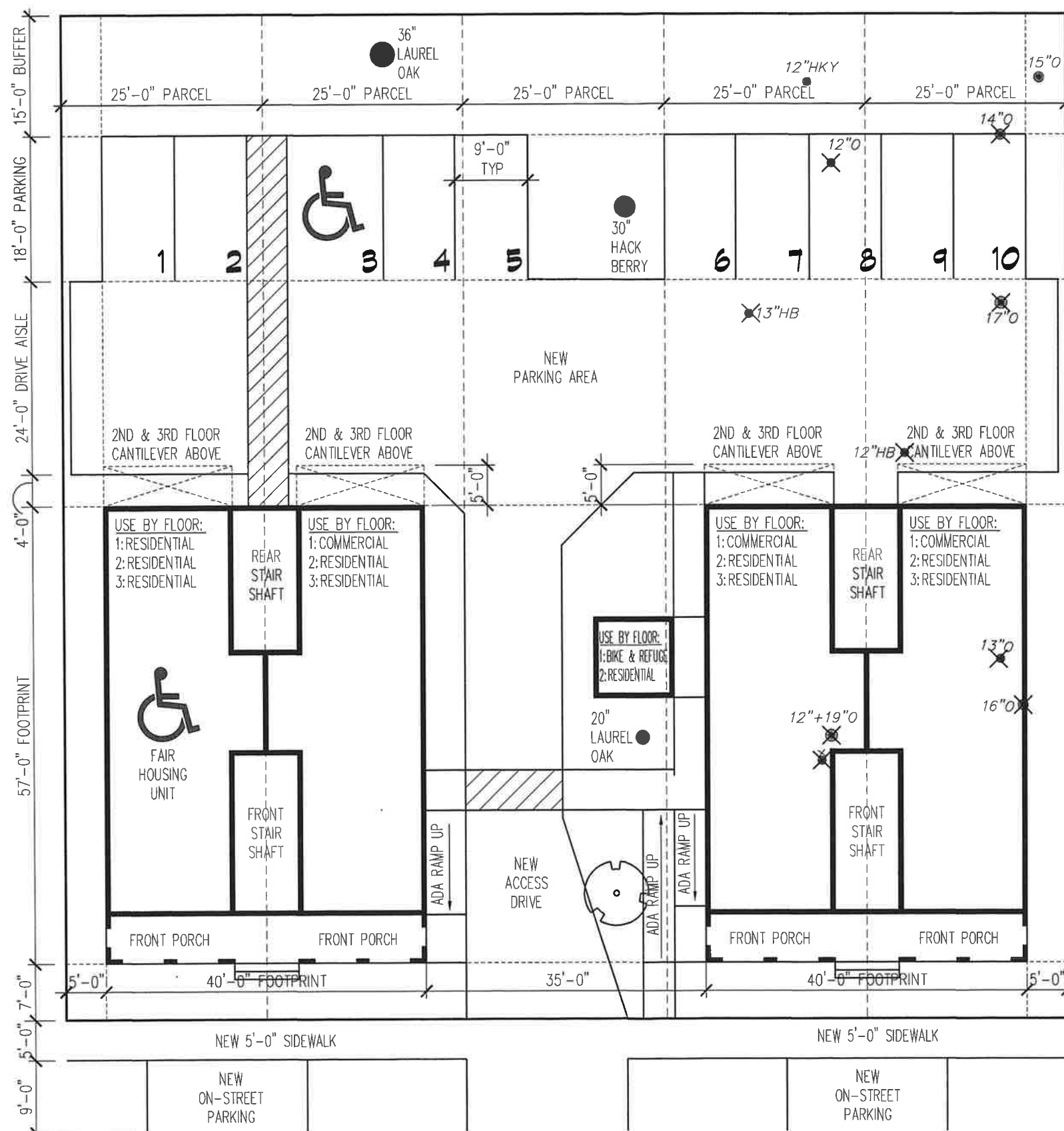
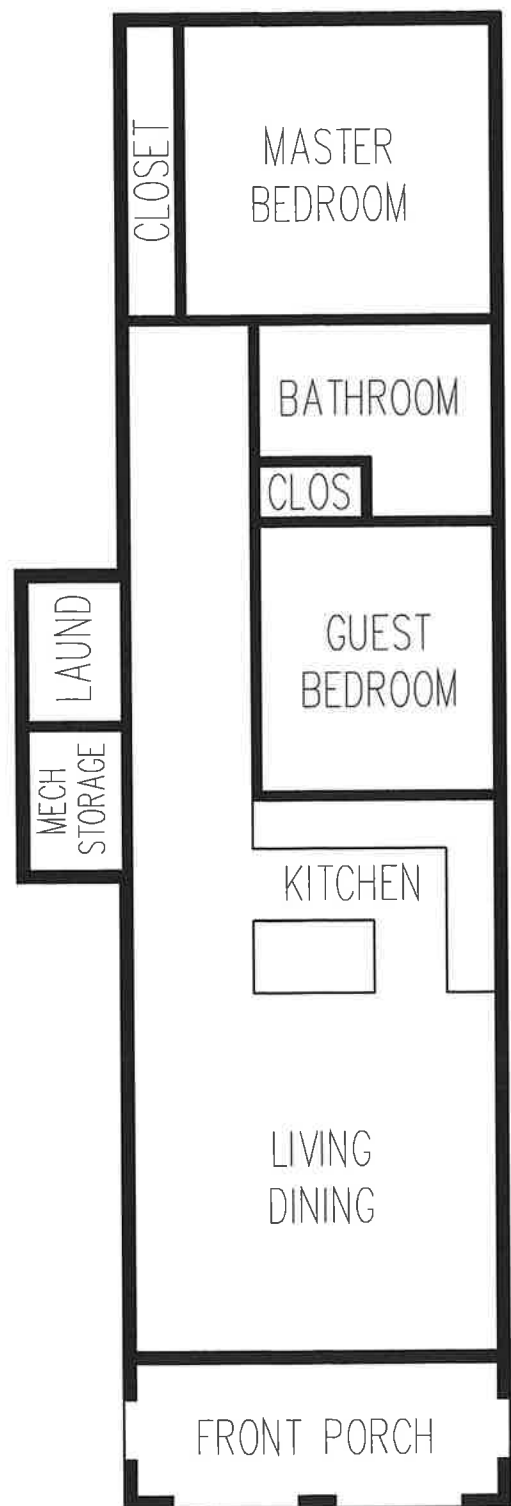
CADD: BH

F.B. NO: X-308A

PAGE NO: 69

FIELD CREW: SS

FILE NO: A-4505



NORTH BUILDING AREA CALC		
FLOOR	COMMERCIAL	RESIDENTIAL
1ST	830 SQ. FT.	830 SQ. FT.
2ND		1,810 SQ. FT. (2 UNITS)
3RD		1,810 SQ. FT. (2 UNITS)
TOTAL	830 SQ. FT.	4,450 SQ. FT.

SOUTH BUILDING AREA CALC		
FLOOR	COMMERCIAL	RESIDENTIAL
1ST	1,660 SQ. FT.	
2ND		1,930 SQ. FT. (2 UNITS)
3RD		1,810 SQ. FT. (2 UNITS)
TOTAL	1,660 SQ. FT.	3,740 SQ. FT.

TOTAL COND. AREA		
	COMMERCIAL	RESIDENTIAL
	2,490 SQ. FT.	8,190 SQ. FT.
	TOTAL: 10,680 SQ. FT.	

PARKING REQUIREMENTS	
PER LDC 8.01.02.E - 9 DWELLING UNITS	
1 SPACE PER DWELLING UNIT = 9 SPACES REQUIRED, 10 PROVIDED	

IMPERVIOUS AREA CALCULATIONS	
TOTAL LOT SIZE: 15,625 SQ. FT.	
IMPERVIOUS AREA: 11,310 (4,700 BUILDINGS, 6,610 HARDSCAPING)	
TOTAL % IMPERVIOUS AREA: 72.4	

**MIXED USE DEVELOPMENT
FOR PAGE PROPERTIES**

COTNER ASSOCIATES, INC. ARCHITECTS
07-17-2018



Page Properties
N. 1st St. Fernandez ydy
Florida
7-18-18 cotner assoc. inc.



Historic District Council

October 18, 2018
5:00 PM

City Hall Commission Chambers
204 Ash Street



HDC 2018-43

October 18, 2018



All required application materials have been received. All fees have been paid. All required notices have been made.

- **Applicant:** Cotner Associates, Inc., agent for David Peyton Page Jr. & Kimberly Pruitt Page
- **Location:** 224 N. 2nd Street
- **Zoning:** C-3
- **Requested Action:** Certificate of Approval (COA) to demolish primary structure.

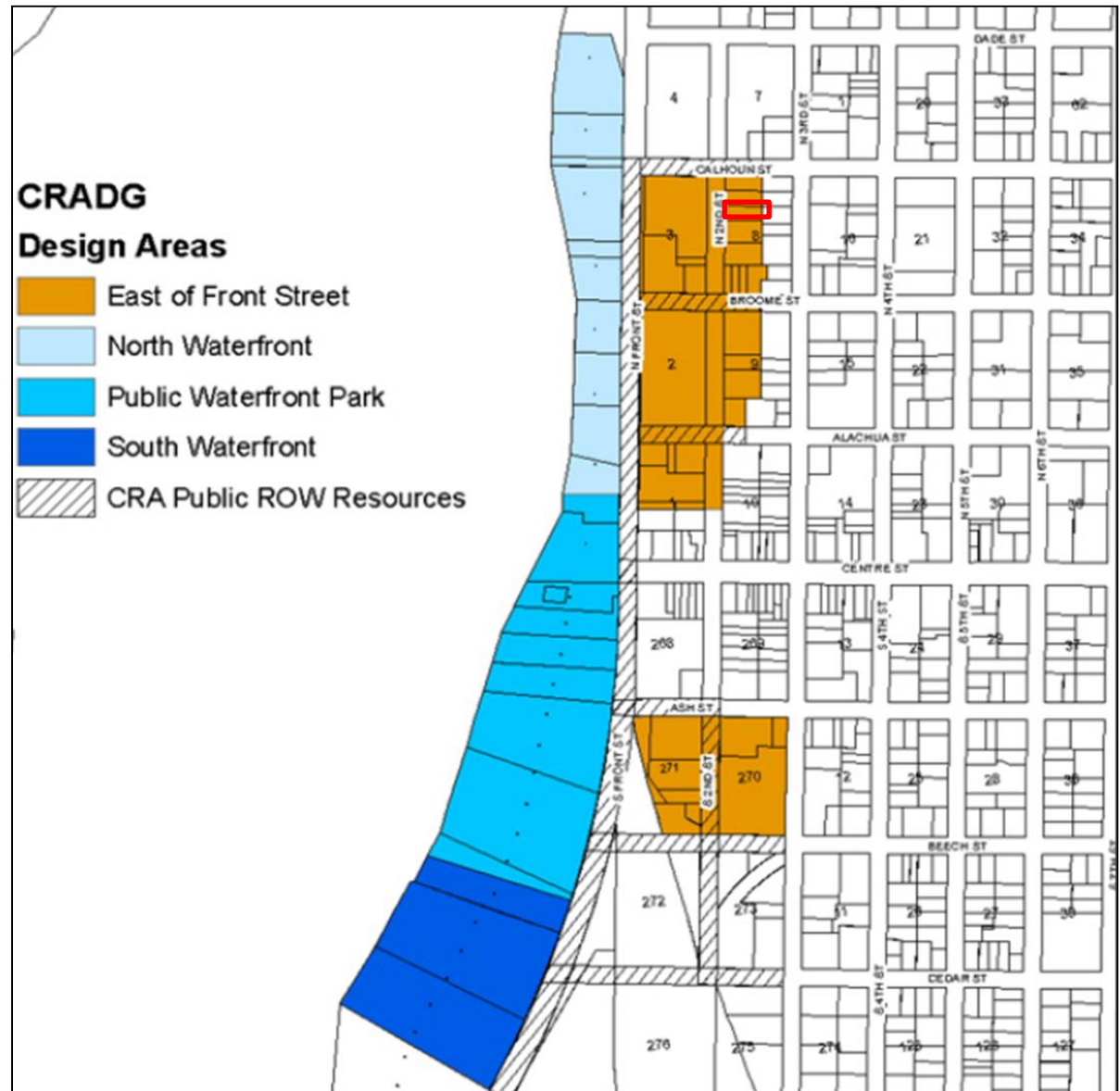
Location



Zoning



Property is
located in
the East of
Front Street
CRA Design
Area



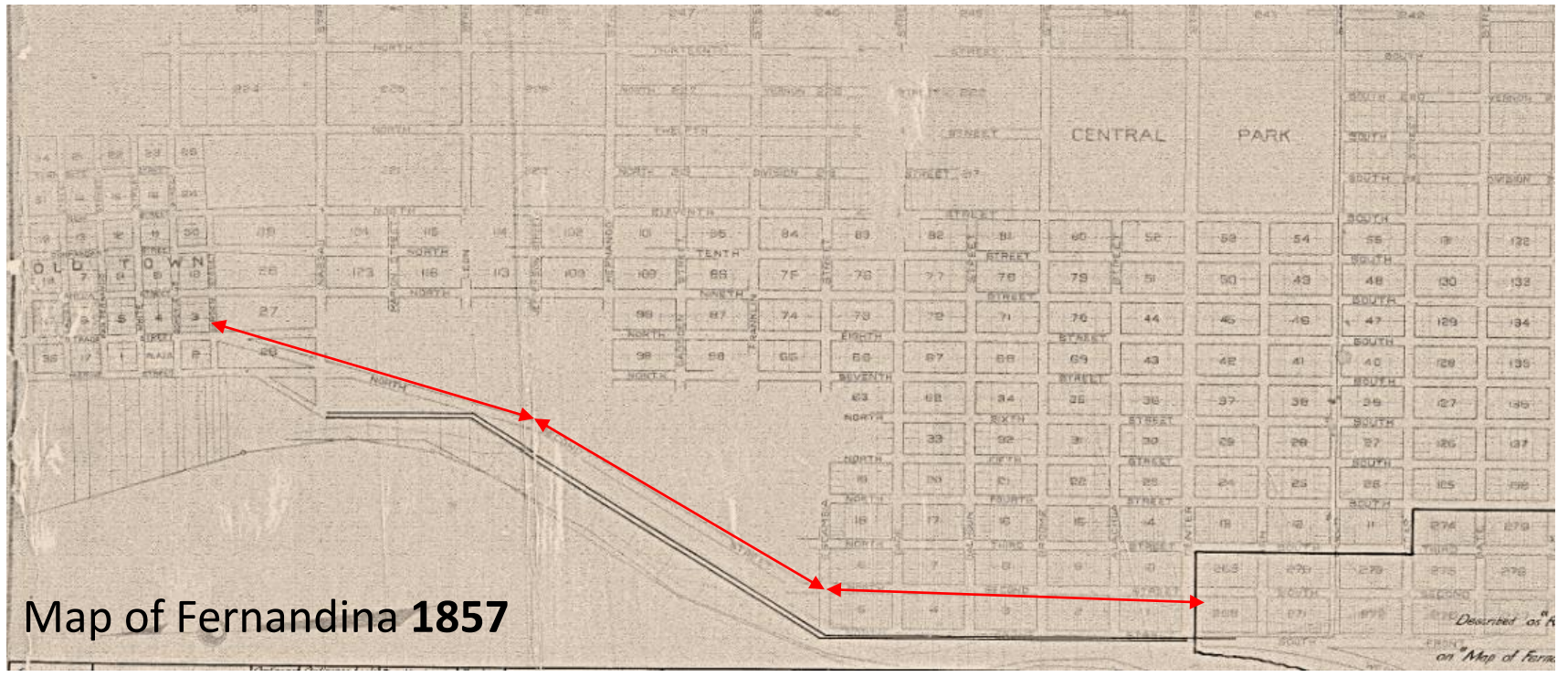
History

- 2nd Street was historically the City's "main street" and central business district. It housed functions such as City Hall, the post office, workshops, stores, and private dwellings.



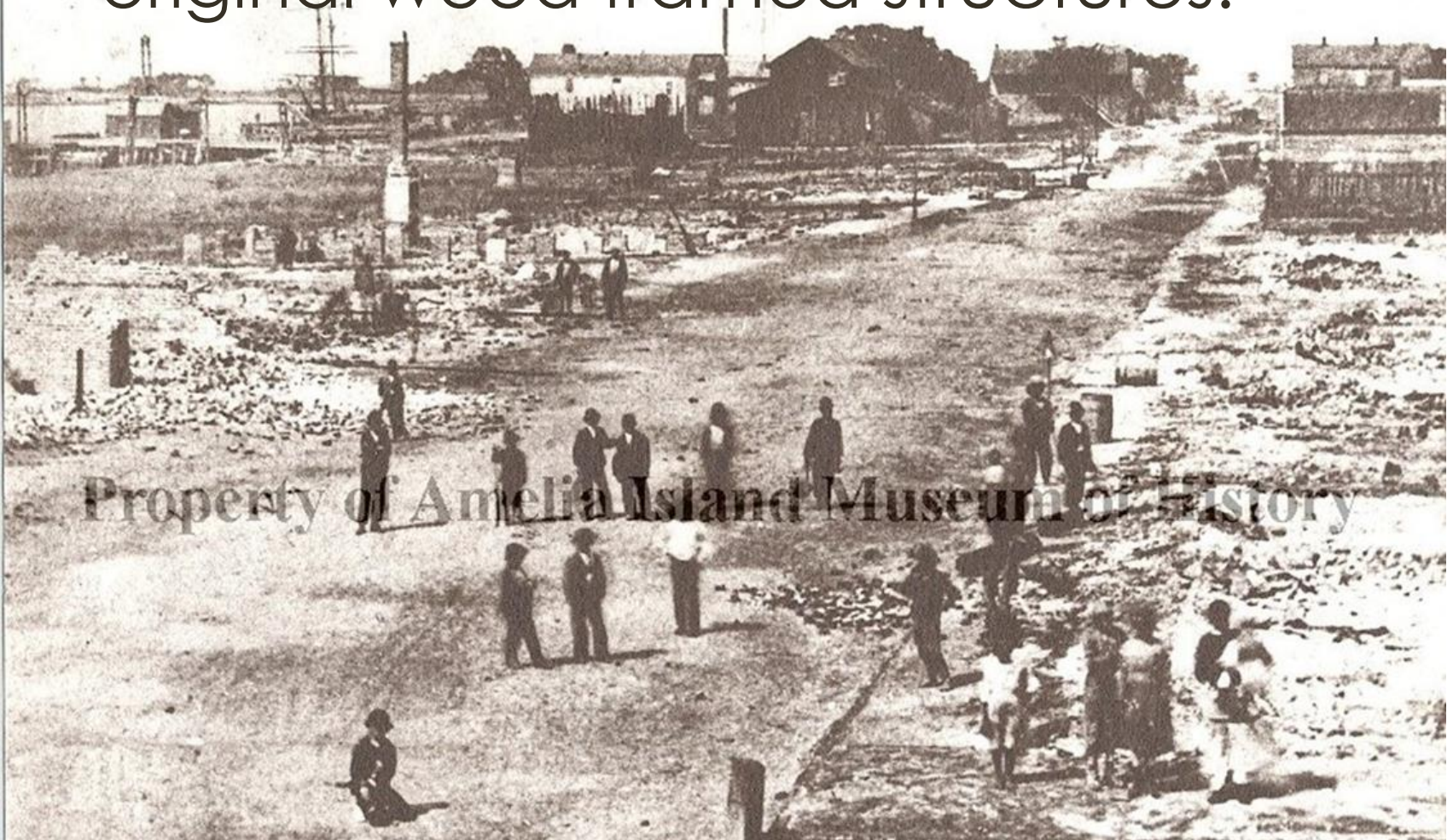
History

- 2nd Street served as the link between Old Town and “New Fernandina”



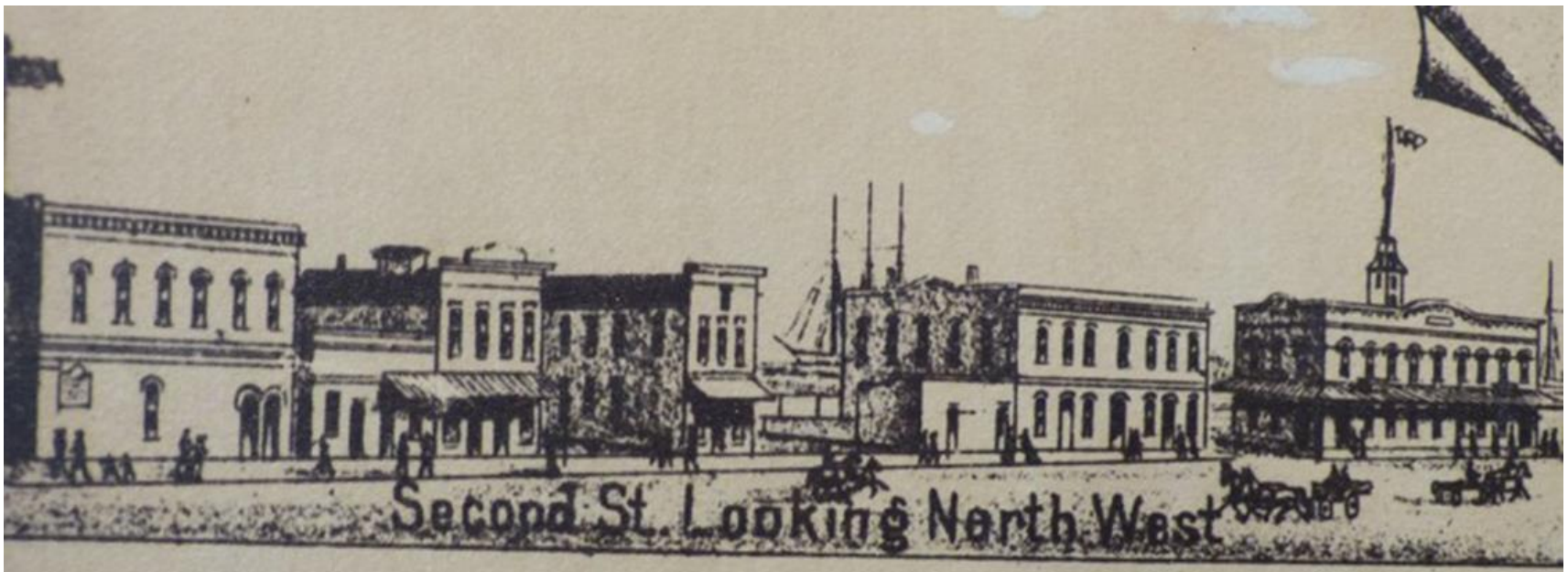
History

- A fire in 1876 destroyed many of the original wood framed structures.



History

- 2nd St was rebuilt with masonry structures



History

- Many of which were destroyed in the Hurricane of 1898



History

- Over time businesses shifted and Centre Street became the main corridor in the City.
- The 2nd street neighborhood slowly declined, ultimately leading to much of it being demolished in the 1990's for the expansion of the port.

History

- Hemmed in between the port and the boundary of the Historic District, this area has been long neglected and struggles to recapture the distinct identity it once had.

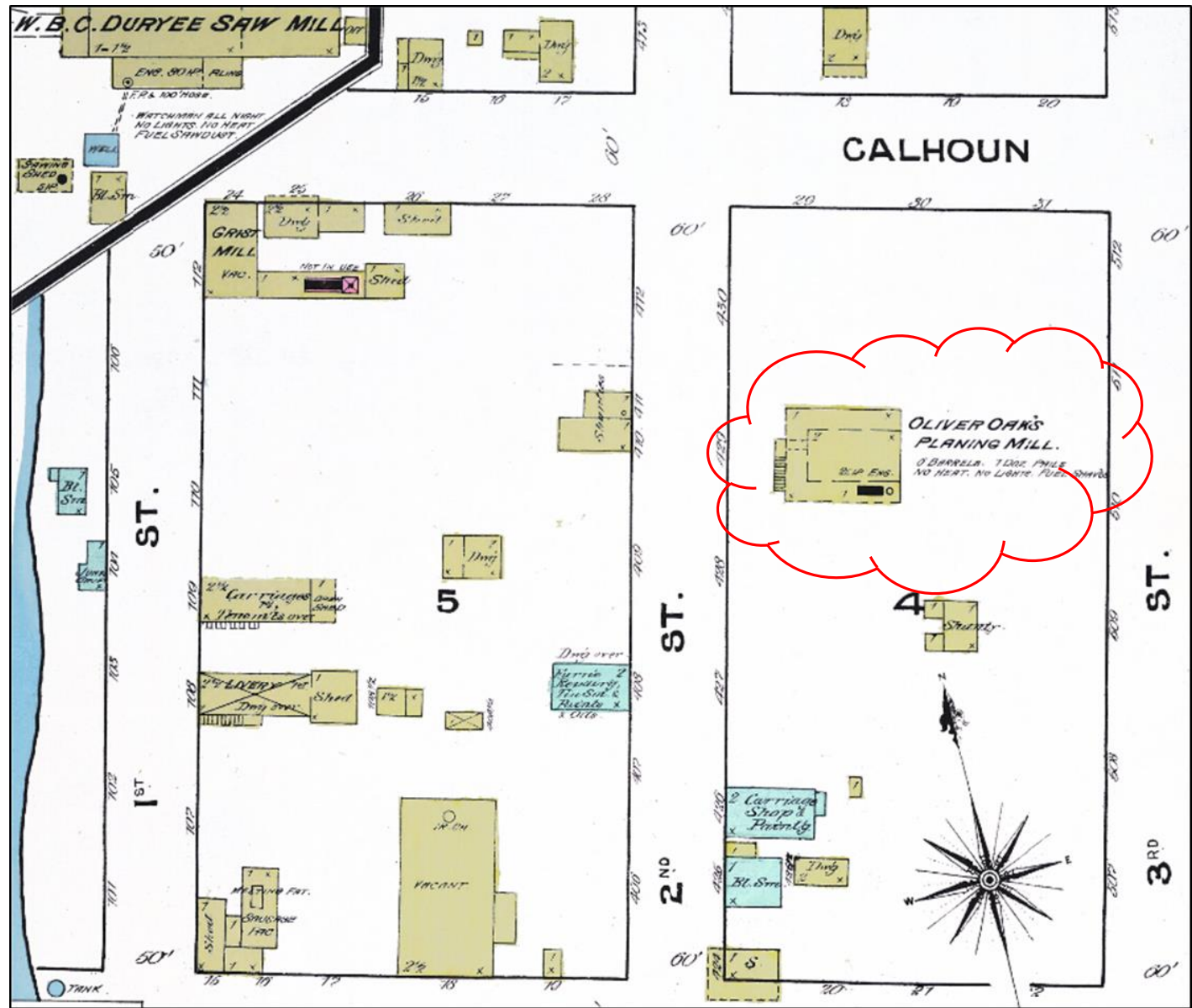


History

- The structure located at 224 N. 2nd Street, in its current form, was constructed between 1897 and 1903.
- The structure was originally the site of Oliver Oak's planing mill, which most likely worked in conjunction with the Duryee Saw Mill a few blocks north.

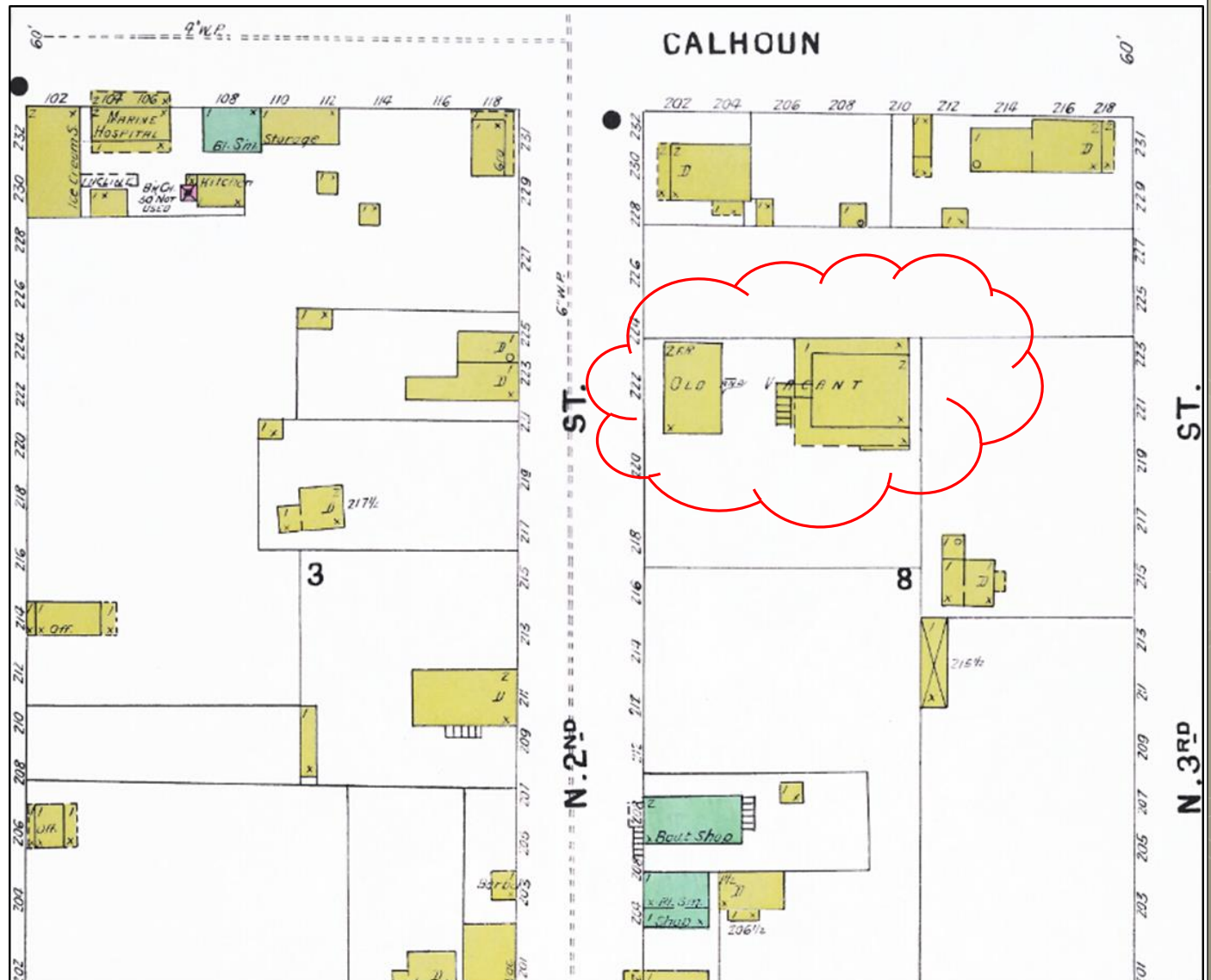
Sanborn Fire Insurance Map 1884

Oliver Oak's
Planning mill
associated
with Duryee
Saw Mill



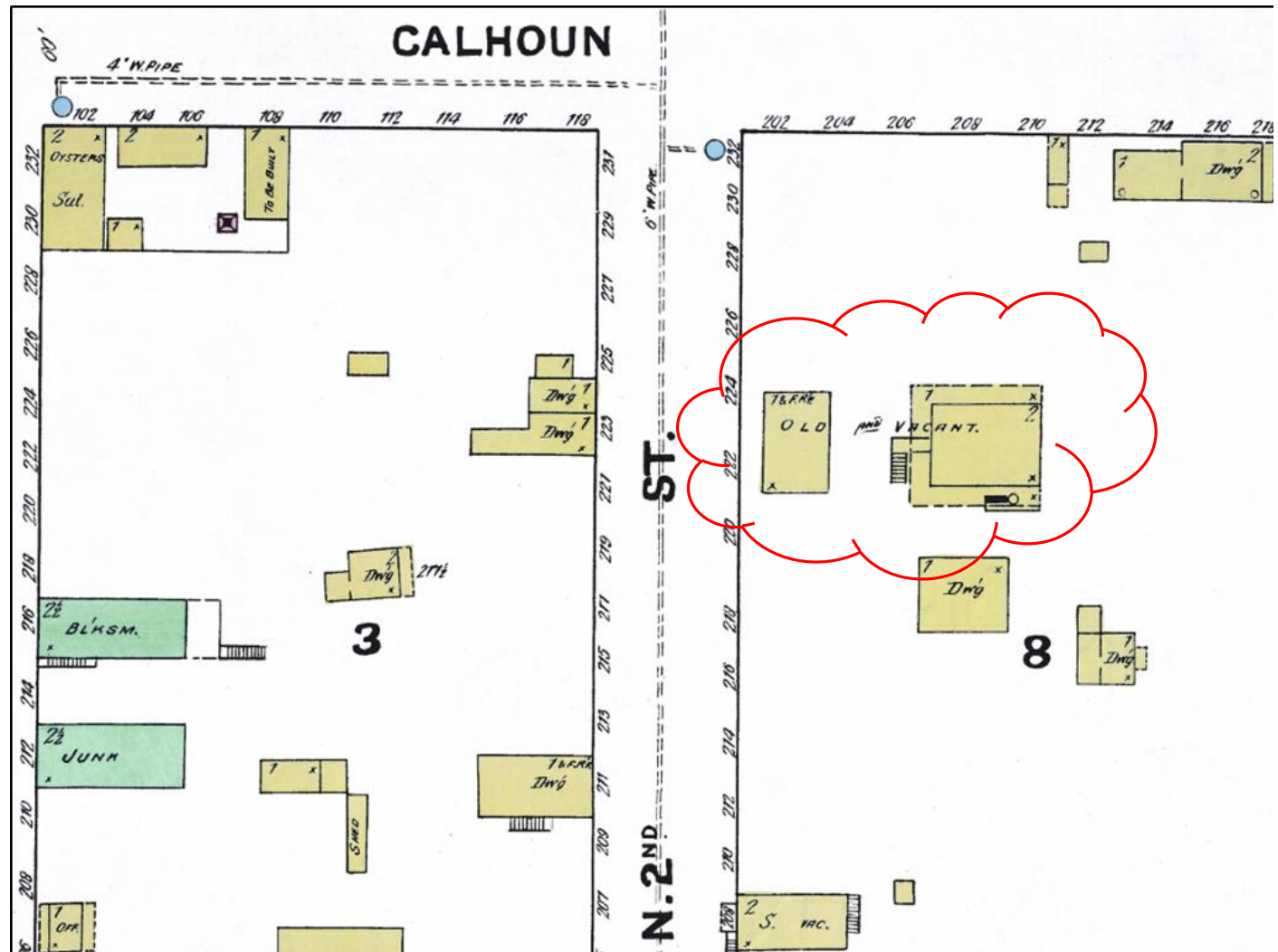
Sanborn Fire Insurance Map 1891

In 1891 and 1897 the structure is shown with a new structure in front of it to the west and is labeled as “old and vacant.”



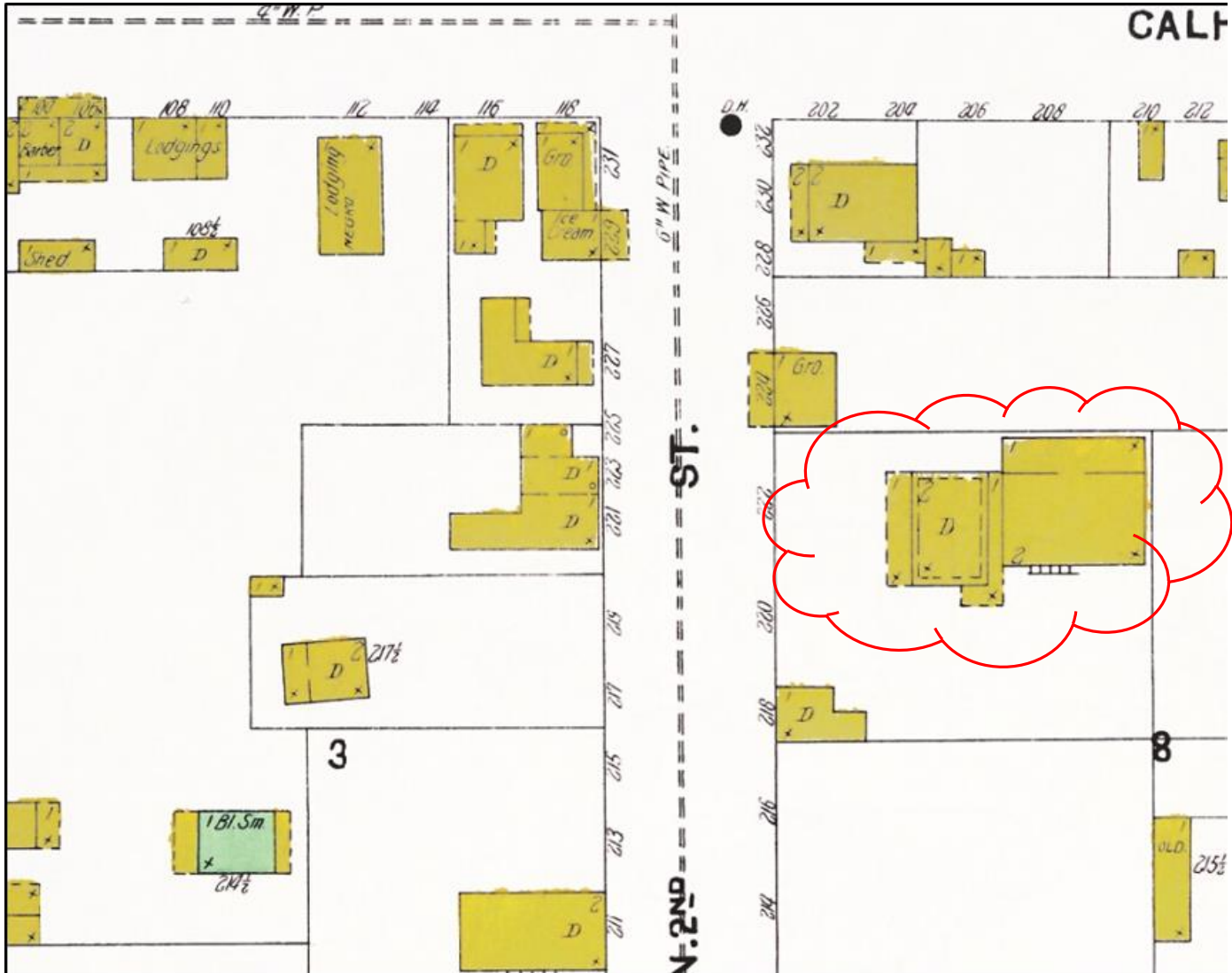
Sanborn Fire Insurance Map 1897

In 1891 and 1897 the structure is shown with a new structure in front of it to the west and is labeled as "old and vacant."



Sanborn Fire Insurance Map 1903

In 1903 the maps show that two of the porches have been removed from the structure and a two-story dwelling w/Mansard roof was added to the front of the building

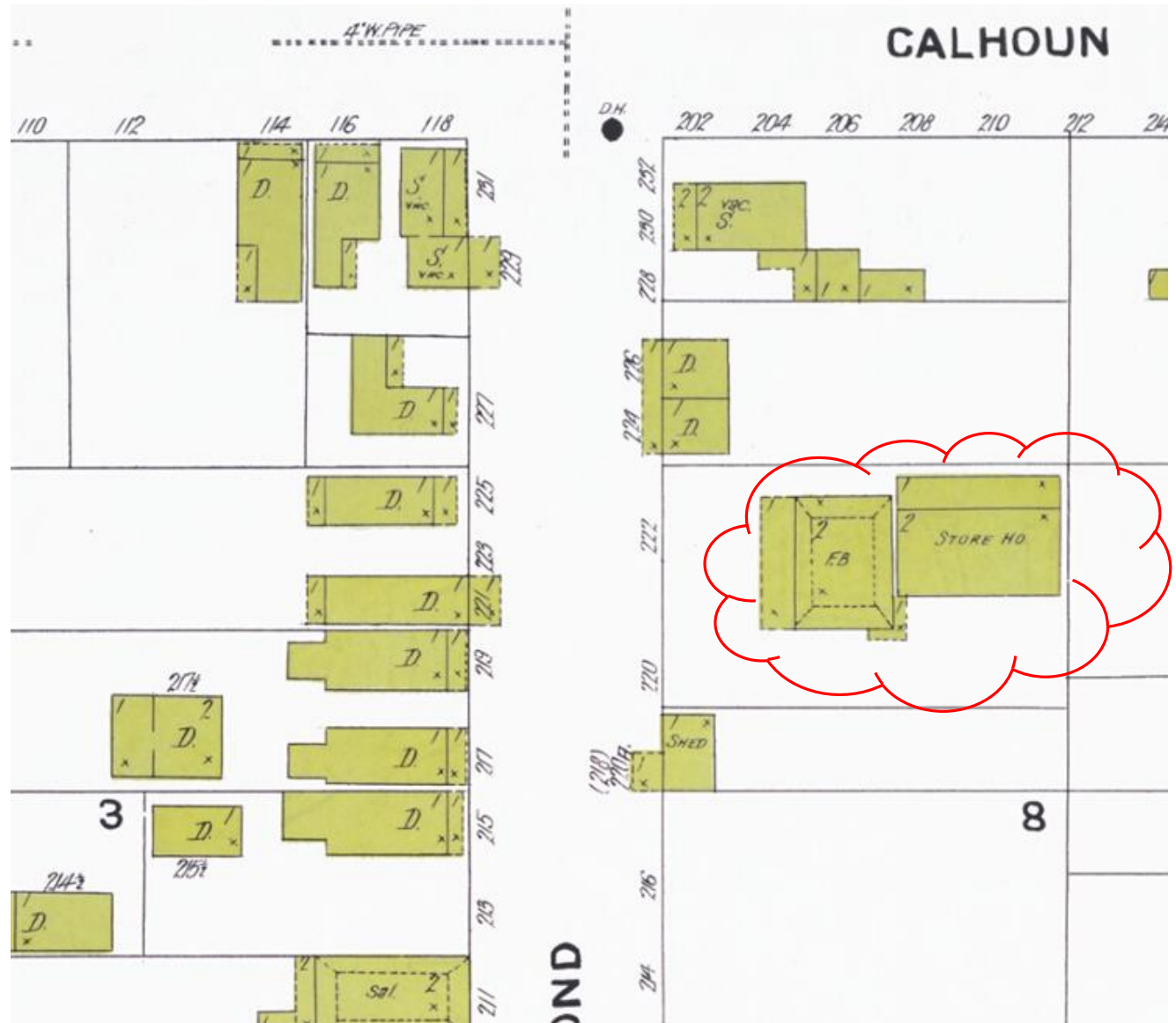


Sanborn Fire Insurance Map 1909

Map shows that the roofed area that connects the two structure is removed

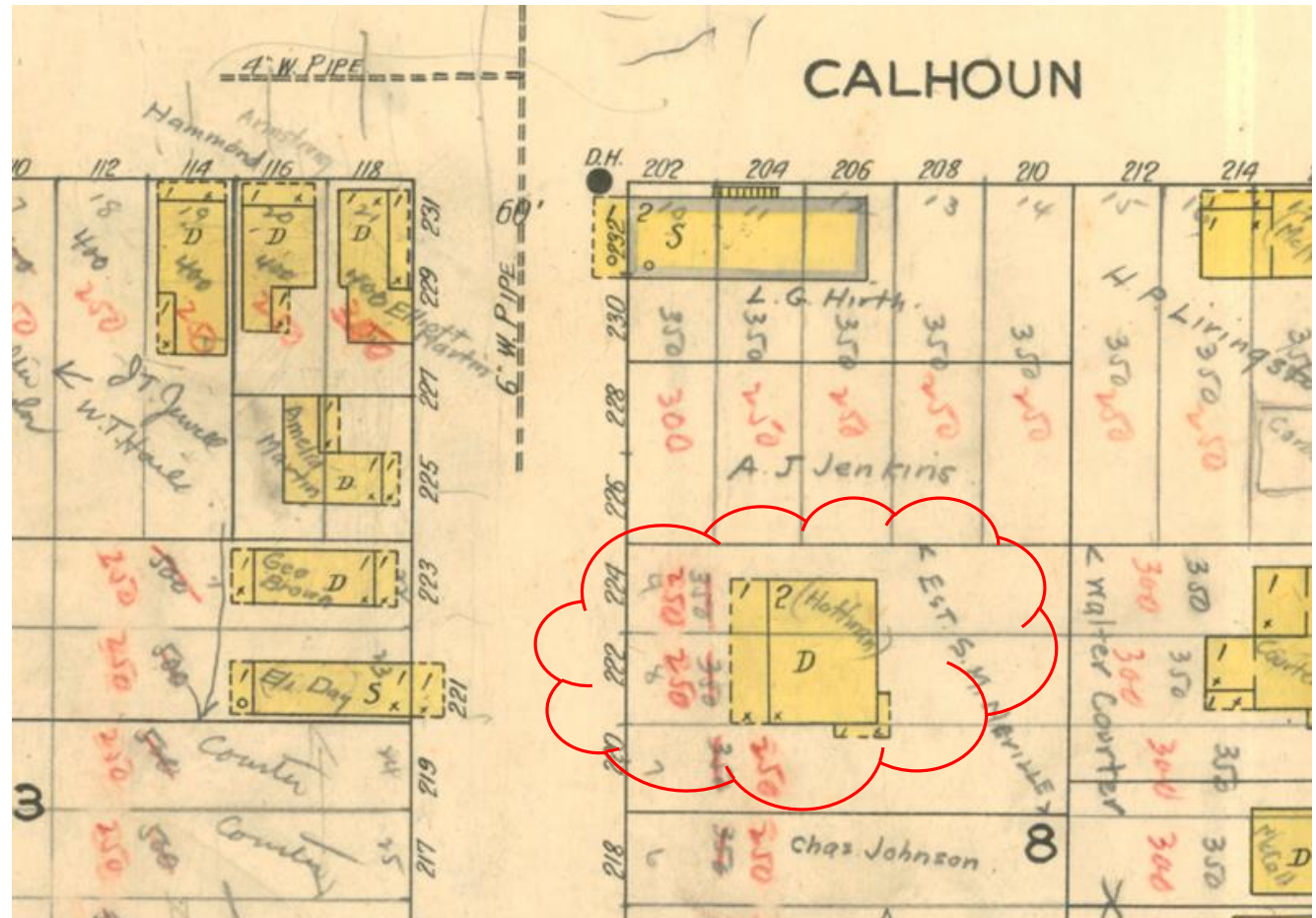
Notes the structure as "female boarding," which is commonly accepted on Sanborn Map keys as meaning a bordello.

The planning mill building is now listed as a "store house"



Sanborn Fire Insurance Map 1926

shows the house
(listed as a dwelling again)
in the same
configuration
with the store
house building
now removed



History

- The two-story structure with one-story wrap-around porches first appears on the Sanborn Fire Insurance Maps in 1884.

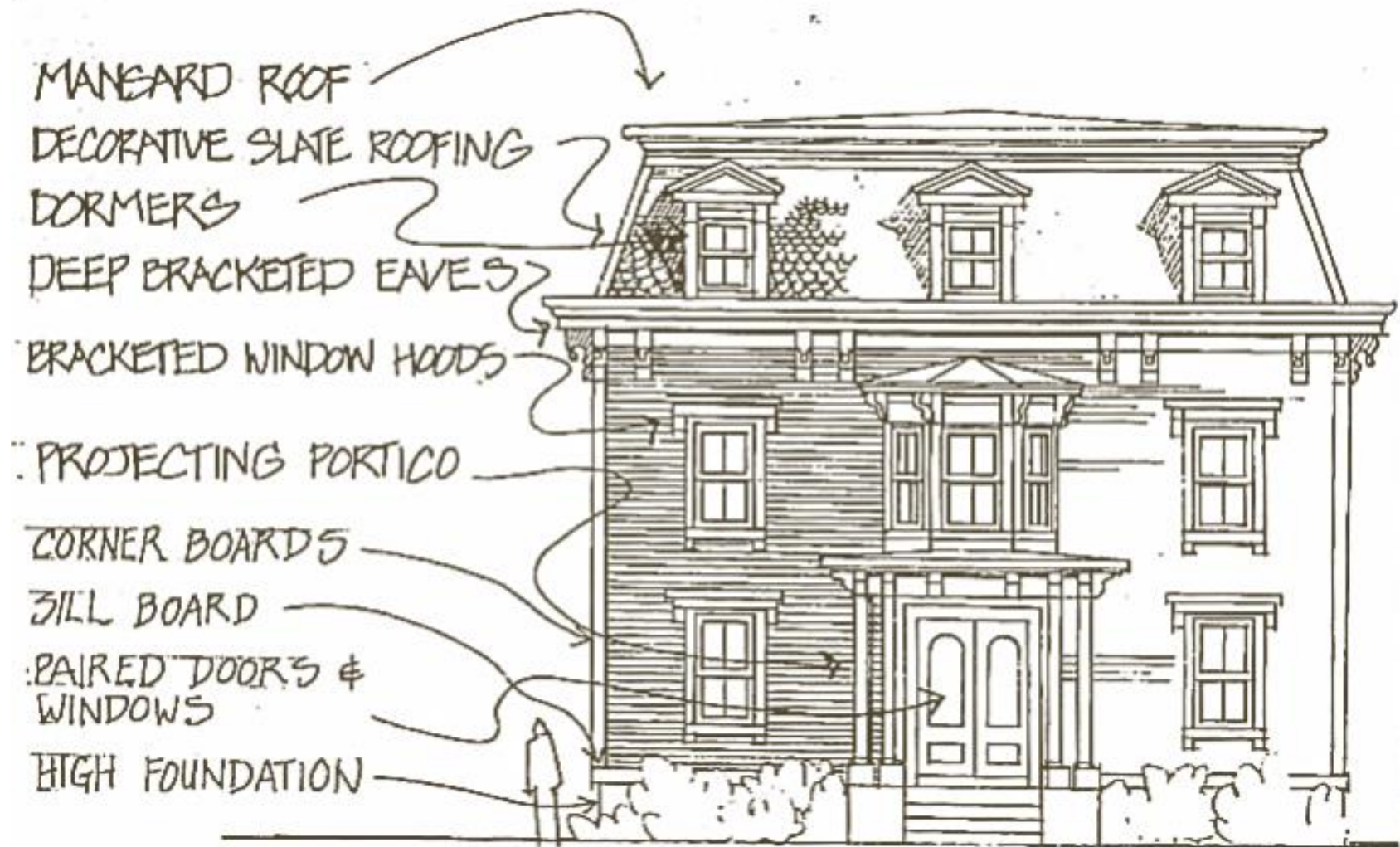
Second Empire Style

- Popular between the years 1855 and 1885
- Distinguished by its Mansard (dual-pitched hipped) roof with dormer windows on steep lower slope; molded cornices normally bound the lower roof slope both above and below; decorative brackets are usually present beneath the eaves.

Other Examples of Second Empire Architecture in Fernandina

- Sanborn Fire Insurance Maps Show 3 other residential examples of second empire architecture
- 224 N. 2nd St is the **ONLY** remaining residential example

Second Empire Style: Common Elements



Other Examples of Second Empire Architecture in Fernandina



St. Josephs Convent (St. Michael's Academy)

Albamarle Hotel

406-410 Broome Street (Demolished)



Appears on Sanborn Maps 1903

Code Enforcement Background

- Identified as having deficiencies caused by owner neglect dating back to 2009.
- As this historic structure does not lie within the Downtown Historic District, it is not subject to Demolition by Neglect regulations.

Code Enforcement Background

- Code Enforcement had been attempting to get the previous owners of the property to properly maintain the structure without success.

Code Enforcement Background



Code Enforcement Background



Code Enforcement Background



- Current owner purchased property in April 2017, per the Nassau County Property Appraiser

Analysis

Secretary of the Interior's Standards	Meets Criteria		
	Yes	No	N/A
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.		X	
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.		X	
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.			X

Analysis

Secretary of the Interior's Standards	Meets Criteria		
	Yes	No	N/A
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.		X	
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.		X	
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.		X	

Analysis

Secretary of the Interior's Standards	Meets Criteria		
	Yes	No	N/A
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.			X
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.	X		

Analysis

Secretary of the Interior's Standards	Meets Criteria		
	Yes	No	N/A
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.		X	
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.		X	

Review Criteria for Demolition Applications

The HDC shall consider the following:

1. Whether the structure or site would meet national, state, or local criteria for designation;

Due to the cultural and architectural value the structure embodies, the structure could meet criteria for designation as a contributing structure to the Downtown Historic District, per NPS National Register Bulletin: How to Apply the National Register Criteria for Evaluation

Review Criteria for Demolition Applications

The HDC shall consider the following:

2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;

The structure could be considered a contributing structure to the Fernandina Beach Downtown Historic District if it were to be properly rehabilitated and added to the district.

Review Criteria for Demolition Applications

The HDC shall consider the following:

3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;

Loss of the site would further deteriorate this once important street in the City's history.

Review Criteria for Demolition Applications

The HDC shall consider the following:

4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;

The structure is an architectural style unique to the City, but it would be possible to reproduce.

Review Criteria for Demolition Applications

The HDC shall consider the following:

5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;

This structure is the last remaining residential example of Second Empire architecture in the City. This style is unique in that it is an architectural outlier. This style was mainly seen in the northeast and Midwest.

Review Criteria for Demolition Applications

The HDC shall consider the following:

6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;

As one of the last remaining historic structures in the neighborhood, its removal would further weaken the historic relationship between the structures and land.

Review Criteria for Demolition Applications

The HDC shall consider the following:

7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;

Retention of this structure does promote the general welfare of the city by providing an opportunity to study local architecture, development patterns, and local history

Review Criteria for Demolition Applications

The HDC shall consider the following:

8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;

The applicant has provided an assessment from Gillette and Associates, Inc. indicating the level of repairs that are needed. No alternatives to demolition have been provided.

Review Criteria for Demolition Applications

The HDC shall consider the following:

9. Whether the applicant will be denied a reasonable return on his or her investment;

The applicant has recently purchased the property and would not be denied a reasonable return on their investment. The home is currently divided into multiple residential rental units and could continue to be used in that manner.

Review Criteria for Demolition Applications

The HDC shall consider the following:

10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;

The applicant has provided a letter from an engineering firm indicating the expected level of repairs that would be required to rehabilitate the structure.

Review Criteria for Demolition Applications

The HDC shall consider the following:

11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.

Code Enforcement and Appeals Board had been working to get the former owner to address the neglect of the structure and bring it into compliance, but has not recommended demolition.

Analysis

- The applicant seeks to redevelop this site to include mixed use structures as part of HDC 2018-44, which is being heard concurrently with this application.



Analysis

- Many examples exist where historic structures are rehabilitated and developed as part of a larger site that is designed to be complimentary to the historic structure and can achieve re-development goals while highlighting historic structures.
- Exhibit 2 in the agenda packet is example of a Design Guidelines for a specific blighted neighborhood in Gainesville Florida, that faced some of the same challenges as the subject property.

Analysis

- Adjacent to the University of Florida, University Heights was established in the early 20th century as a residential neighborhood that housed many of the University's professors. The neighborhood featured large tree canopied lots, and a mix of larger and smaller homes in a range of architectural styles.
- By the 1980s, many of the professors had moved out to newly developed suburbs and the neighborhood began shifting towards being a majority rental properties catering to the student body.

Analysis

- This shift saw changes occur to the neighborhood over the next 30 years.
- Parking became an issue, with many of the cars parked on what had previously been meticulously landscaped front lawns
- Many of the historic homes were in danger of being demolished due to prolonged neglect and insensitive alterations.

Analysis

- Recognizing the need to both acknowledge the neighborhoods changing function and preserve the historic character of the neighborhood, architects and developers came together to create a plan that allowed for the increased density of the area while enhancing the historic character that made the neighborhood special.
- Homes were often relocated on lots to allow for infill construction behind. The infill projects all related to the historic structures in material and design

Analysis

- Since then ALL historic properties in this neighborhood have been retained, many including accessory garages and garage apartments, and have been utilized in adaptive use projects.
- The neighborhood has regained its residential and pedestrian scale, incorporating adequate parking behind or underneath structures. And utilizing charming courtyard spaces between buildings.
- Developers have found that projects that incorporated historic structures are in higher demand and rent at higher rates than other projects throughout the city!

Analysis

University Heights Historic District Projects

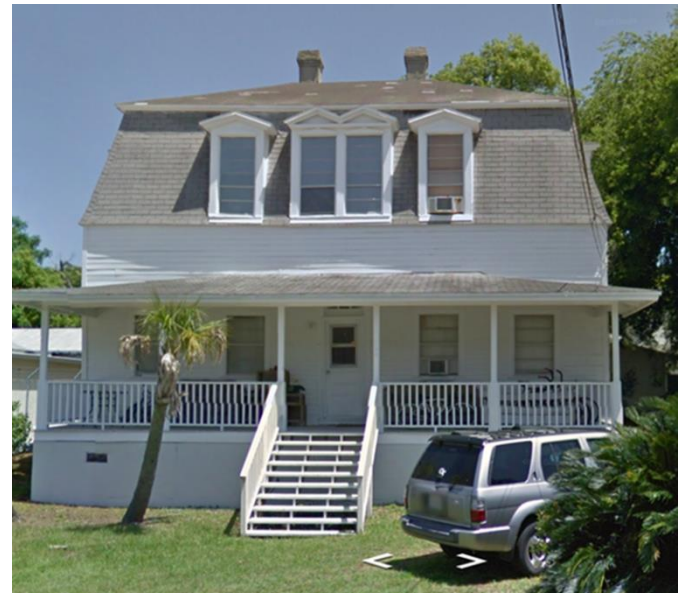


Analysis

- This property was purchased by the current owner in April 2017 according to the Nassau County Property Appraiser
- Although the current owner did not cause the neglect to the structure, they purchased it knowing its condition and historic value.

Analysis

- Since the foundation of the structure is in need of repair, opportunity exists to relocate the structure closer to the front property line and allow for construction of a new building behind the historic structure. Much like the planning mill that was historically located behind the home.



Analysis

- There is also an opportunity to include this property in the Downtown Historic District which abuts this property, making this a certified historic structure
- This would allow for the Building Official to have discretion in the application of “substantial improvement” regulations, allow for exemptions from ADA requirements from the State, and make the project eligible for both local ad valorem tax exemptions and the Federal Historic Preservation Tax Credits.

STAFF RECOMENDATION

Staff finds that the requested action, as presented, is not consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Waterfront Community Redevelopment Area Guidelines.

Staff recommends:

DENIAL of HDC 2018-43

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2018-43 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

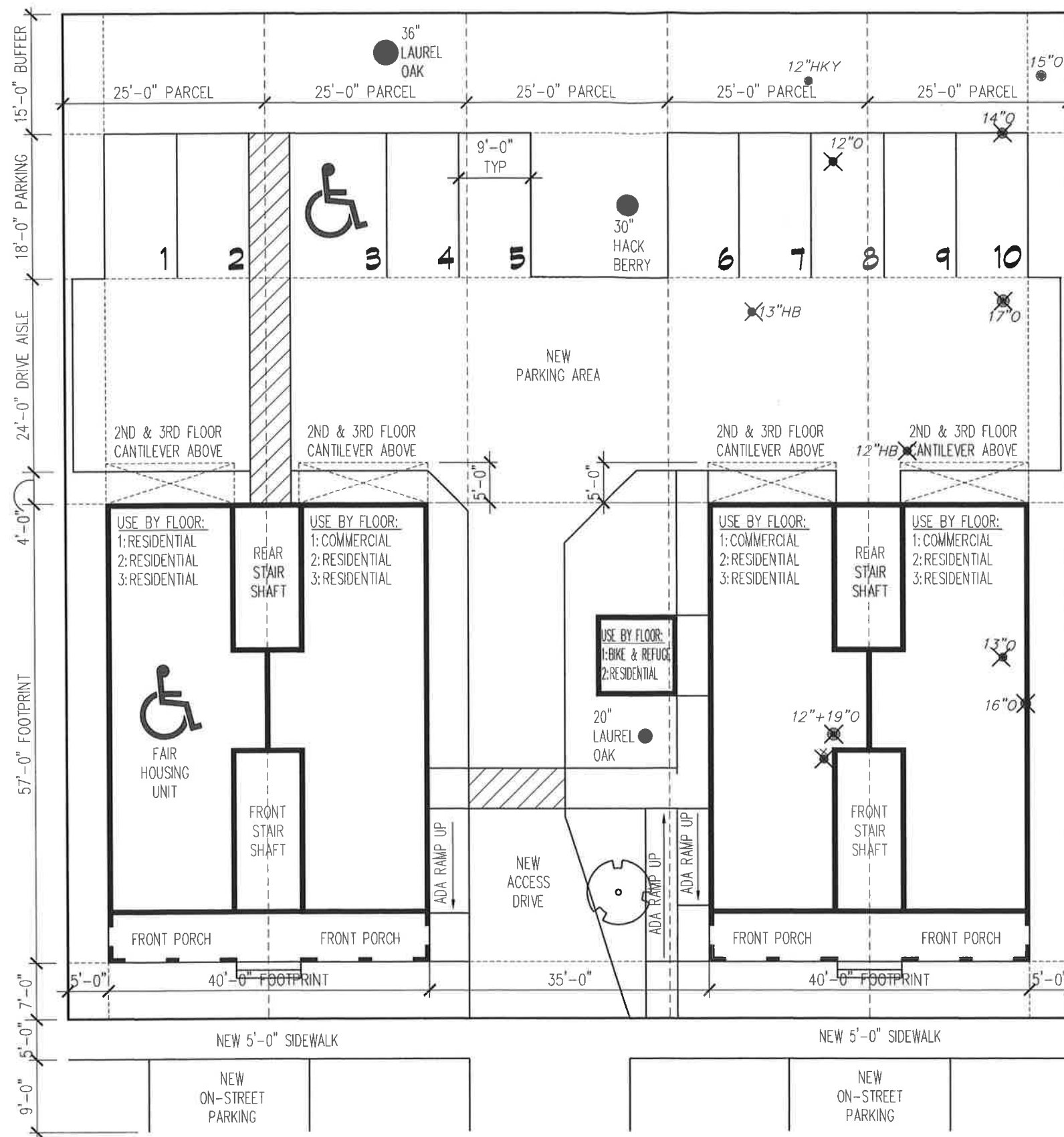
That HDC case 2018-43, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards and the Waterfront Community Redevelopment Area Guidelines to warrant approval at this time.



UNIT
A-1.1

TYP. UNIT PLAN

1/8" = 1' - 0"



Plan North

NORTH 2ND STREET

PROP
A-1.1

PROPOSED SITE PLAN

1/16" = 1' - 0"

NORTH BUILDING AREA CALC

FLOOR	COMMERCIAL	RESIDENTIAL
1ST	830 SQ. FT.	830 SQ. FT.
2ND		1,810 SQ. FT. (2 UNITS)
3RD		1,810 SQ. FT. (2 UNITS)
TOTAL	830 SQ. FT.	4,450 SQ. FT.

SOUTH BUILDING AREA CALC

FLOOR	COMMERCIAL	RESIDENTIAL
1ST	1,660 SQ. FT.	
2ND		1,930 SQ. FT. (2 UNITS)
3RD		1,810 SQ. FT. (2 UNITS)
TOTAL	1,660 SQ. FT.	3,740 SQ. FT.

TOTAL COND. AREA

COMMERCIAL	RESIDENTIAL
2,490 SQ. FT.	8,190 SQ. FT.
TOTAL: 10,680 SQ. FT.	

PARKING REQUIREMENTS

PER LDC 8.01.02.E - 9 DWELLING UNITS

1 SPACE PER DWELLING UNIT = 9 SPACES REQUIRED, 10 PROVIDED

IMPERVIOUS AREA CALCULATIONS

TOTAL LOT SIZE: 15,625 SQ. FT.

IMPERVIOUS AREA: 11,310 (4,700 BUILDINGS, 6,610 HARDCAPING)

TOTAL % IMPERVIOUS AREA: 72.4

MIXED USE DEVELOPMENT FOR PAGE PROPERTIES

COTNER ASSOCIATES, INC. ARCHITECTS

07-17-2018

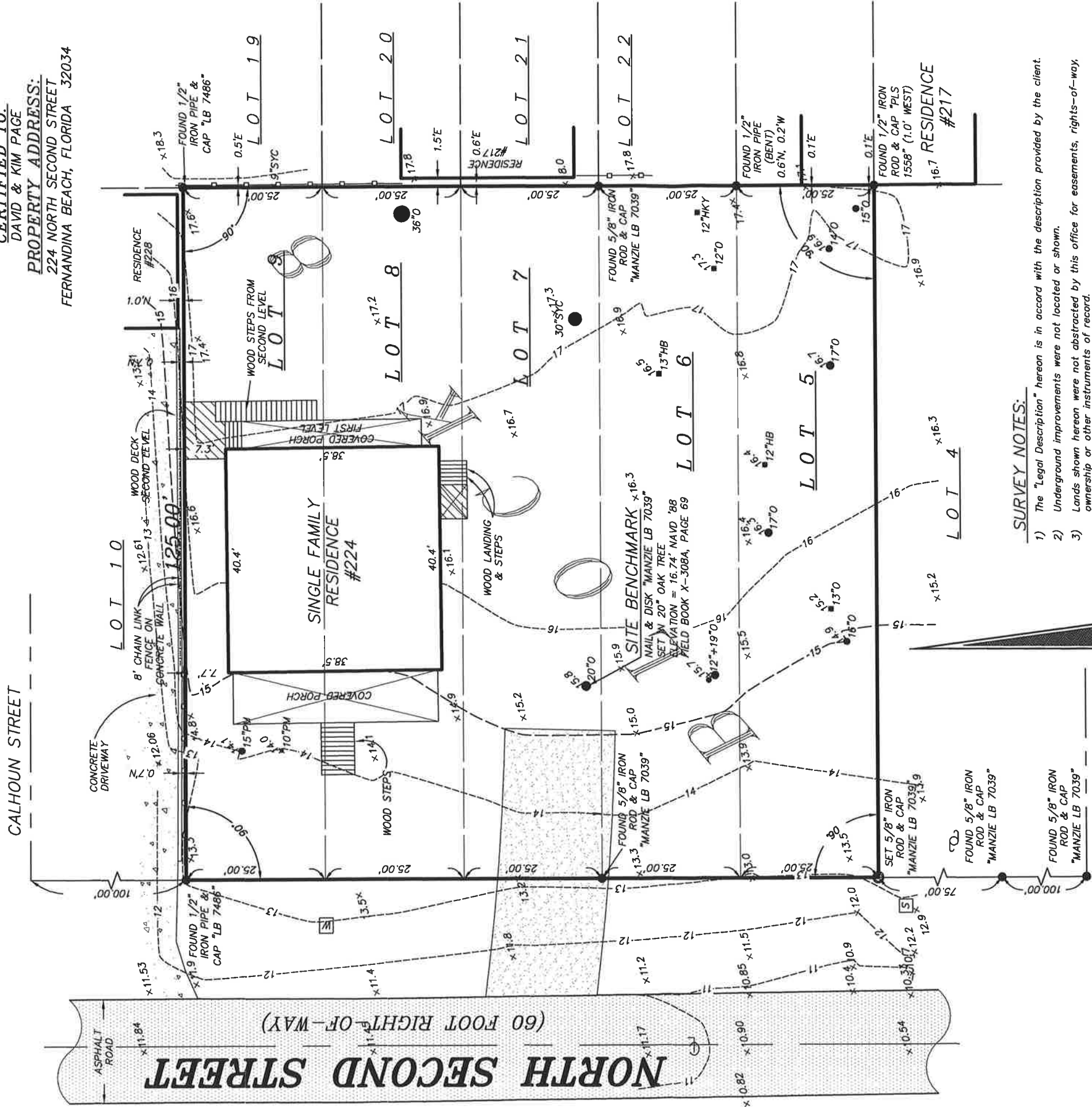


Page Properties
 11. 2nd St. fernandina ydy
 florida
 7-18-18 cotner assoc. inc.

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA, AND FURTHER KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED REVISED AND REISSUED IN 1897 AND 1901) AS: LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) OF BLOCK EIGHT (8) OF THE CITY OF FERNANDINA BEACH, FLORIDA.

CERTIFIED TO:
DAVID & KIM PAGE
PROPERTY ADDRESS:
224 NORTH SECOND STREET
FERNANDINA BEACH, FLORIDA 32034



TREE LEGEND

O = OAK TREE
PM = PALM TREE
SYC = SYCAMORE TREE
HB = HACKBERRY TREE
HKY = HICKORY TREE

TREE DISCLAIMER:

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION. TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Internal lot angles shown hereon are based on recovered monumentation.
- 5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
- 6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 02376, Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 7) Site Benchmark is as shown hereon.
- 8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '86)
- 9) The Reference Benchmark is a found Nail & Disk in a Wood Utility Pole located at Southwest corner of intersection of Broome Street & North Second Street. (Elevation = 10.30' NAVD '88).
- 10) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

REVISIONS:

- 1) REVISED ON 07/17/2018 TO ADD LOTS 5 & 6, BLOCK 8, TO MAP. (BH)

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=20' JOB NO: 20234 DATE: 03/26/2018 CADD: BH
F.B. NO: X-308A PAGE NO: 69 FIELD CREW: SS FILE NO: A-4505

MICHAEL A. MANZIE, P.L.S. 4069







CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Evaluation and Appraisal Report (EAR)

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

A review of the requirements and planning for completion of the EAR as required by 163.3191 Florida Statutes which states in relevant part "at least once every seven years each local government must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements and notify the state land planning agency of its determination."

If the EAR makes the determination that changes to the Comprehensive Plan are necessary they will be due September 1, 2019. The City is presently negotiating with the Northeast Florida Regional Council to contract the EAR review.

The purpose of the discussion is to review the process and seek Commissioner input. As example we have in the past discussed inclusion of "Adoption Action Areas" for our coastal areas.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 12/18/2018

Submitted By: Caroline Best
Caroline Best, City Clerk

Date: November 26, 2018

COMMISSION ACTION:

Select Year: 2018 ▼ Go

The 2018 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

Chapter 163
INTERGOVERNMENTAL
PROGRAMS

View Entire
Chapter

163.3191 Evaluation and appraisal of comprehensive plan.—

(1) At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination.

(2) If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government shall prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. [163.3184](#).

(3) Local governments are encouraged to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. Plan amendments transmitted pursuant to this section shall be reviewed pursuant to s. [163.3184](#)(4).

(4) If a local government fails to submit its letter prescribed by subsection (1) or update its plan pursuant to subsection (2), it may not amend its comprehensive plan until such time as it complies with this section.

(5) The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with the requirements of this section.

History.—s. 11, ch. 75-257; s. 10, ch. 85-55; s. 11, ch. 86-191; s. 10, ch. 92-129; s. 13, ch. 93-206; s. 6, ch. 95-322; s. 29, ch. 96-410; s. 5, ch. 96-416; s. 4, ch. 98-146; ss. 6, 14, ch. 98-176; s. 5, ch. 98-258; s. 17, ch. 2000-158; s. 9, ch. 2002-296; s. 905, ch. 2002-387; s. 4, ch. 2004-230; s. 8, ch. 2005-290; s. 12, ch. 2005-291; s. 13, ch. 2007-196; s. 5, ch. 2007-198; s. 4, ch. 2007-204; s. 5, ch. 2010-205; s. 20, ch. 2011-139; s. 8, ch. 2012-96; s. 9, ch. 2012-99.