



**AGENDA
BOARD OF ADJUSTMENT
REGULAR MEETING
JANUARY 17, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MEETING MINUTES**
 - 3.1 Approval of Minutes for the Regular Meeting of September 20, 2023.
- 4. NEW BUSINESS**
 - 4.1 BOA 2023-0001 -STEVE CIBOR, 1133 OCEAN AVENUE
Administrative Appeal from Law Offices of Matthew N.L. Roach, PC
- 5. BOARD BUSINESS**
 - 5.1 Election of chair
 - 5.2 Election of vice-chair
- 6. STAFF REPORT**
- 7. PUBLIC COMMENT**
- 8. ADJOURNMENT**

NEXT BOA REGULAR MEETING IS SCHEDULED FOR FEBRUARY 21, 2024

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact (904) 310-3115 or through the Florida Relay Services at 711 at least 24 hours in advance to request such accommodations.

All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3135.



**MINUTES
BOARD OF ADJUSTMENT
REGULAR MEETING
SEPTEMBER 20, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

Present:	Steven Papke (Chair)	Chuck Oliva
	Barry Hertslet	Faith Ross
	Jag Pagnucco	Janet Mann (Alt 1)
	Kelly Powers (Alt 2)	

Absent: None

Others: Taylor Hartmann, City Planner
Tammi Bach, City Attorney
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

No members disclosed any ex parte communications.

Tammi Bach, City Attorney, explained the quasi-judicial procedures regarding variances and the appeal process.

Ms. McCann administered the oath to all parties that wished to provide testimony.

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes from the Regular Meeting of July 19, 2023.

Member Hertslet noted typos in his name throughout the Minutes. Chair Papke noted his name missing in the motion of item 3.2. Corrections will be made.

ACTION TAKEN: A motion was made by Member Hertslet, seconded by Member Ross, to approve the Minutes for the regular meeting of July 19, 2023, as corrected.

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

4. OLD BUSINESS

There were no old business items.

5. NEW BUSINESS

5.1 BOA 2023-0022 - NASSAU HABITAT FOR HUMANITY, AGENT FOR JASMINE SCRAVER, 1014 S. 10TH STREET

Variance Request for LDC Section 1.03.05(A) Construction or Demolition of Structures on Combined Lots, to restore four (4) 25' x 100' lots of record. (*Quasi-Judicial*)

Ms. Hartman presented the staff report analysis and recommended approval as all 6 criteria have been met.

Member Ross asked about the possibility of allowing group homes on this property instead of affordable housing for single-family. Ms. Bach explained the requirements for group homes and Ms. Hartmann explained that additional standards would be required.

Member Pagnucco asked for the definition of employee housing. Ms. Bach expanded on some requirements regarding affordable housing. Vice-Chair Oliva asked Ms. Hartmann to expand on the Special Privilege criteria analysis. Ms. Hartmann explained her analysis.

Barnes Moore, 1749 Lisa Avenue, agent for Habitat for Humanity, provide some history regarding Habitat for humanity and some of their immediate goals. He explained affordable housing is aimed at the work force with earnings between 30% and 80% AMI and offering a 0% interest mortgage. He added that applicants must also be involved and provide at least 30 hours of sweat equity. He explained that the plan is to demolish the existing structures and build 4 new 2-story homes which will also enhance the neighborhood.

Public Hearing was opened.

Don Shaw, 515 Spanish Way West, commented that a lot of the people present are volunteers for Habitat for Humanity and supported the request for the variance.

Taina Christner, 406 Beech Street, voiced concern about the project as she feels it would encourage other owners to divide parcels and increase density in this neighborhood.

Ms. Bach commented that the BOA can put conditions on approval regarding the Habitat for Humanity requirements regarding affordability and work force. Mr. Moore stated that they have a purchase contract on this property and that Habitat intends to purchase this property to build these 4 homes. He offered a short list of their requirements such as mortgages and deed restrictions and emphasized that Habitat for Humanity is addressing a critical need for affordable housing.

Goeff Haines, 1496 First Avenue, previous board member with Habitat for Humanity, spoke of the structure of the current Purchase Agreement and contingencies with the current owner.

Public Hearing was closed.

Board discussion was opened.

Member Ross spoke of conditions she would like to be included in the motion. Ms. Bach provided insight to board members as to what conditions could be included in the motion.

ACTION TAKEN: A motion was made by Member Pagnucco, seconded by Member Hertslet, to approve BOA 2023-0022 as presented, AND moved that the BOA make the following findings of fact and conclusions of law part of the record: That BOA case 2023-0022, as presented without conditions, is substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time.

Vote upon passage of the motion was taken by voice vote, as follows:

DRAFT

Member Pagnucco	Aye
Member Hertslet	Aye
Member Ross	Nay
Vice Chair Oliva	Nay
Chair Papke	Aye

Motion failed.

ACTION TAKEN: A motion was made by Member Ross, seconded by Member Oliva, to approve BOA 2023-0022 with the following conditions, that affordable housing for residents of these lots meet the Nassau County AMI between 30% and 80% and that site design meet the LDC requirements, AND that the BOA make the following findings of fact and conclusions of law part of the record: That BOA case 2023-0022, as presented with conditions, is substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time.

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

6. STAFF REPORT

7. PUBLIC COMMENT

Member Hertslet asked if the City Manager can waive an application fee for Variance for a non-profit organization. Ms. Hartmann noted that only the City Manager can waive such a fee.

Member Ross inquired about the City being involved in designating areas for affordable housing. Ms. Hartmann noted that this would be an illegal practice and would also be contrary to the Comprehensive Plan. Ms. Bach suggested that the City could provide and put incentives in place to develop affordable housing. Member Ross also asked if there were any guidelines in place. Ms. Bach answered that there are currently some standards for multi-family development guidelines being worked on.

8. ADJOURNMENT 6:05 PM

Sylvie McCann, Recording Secretary

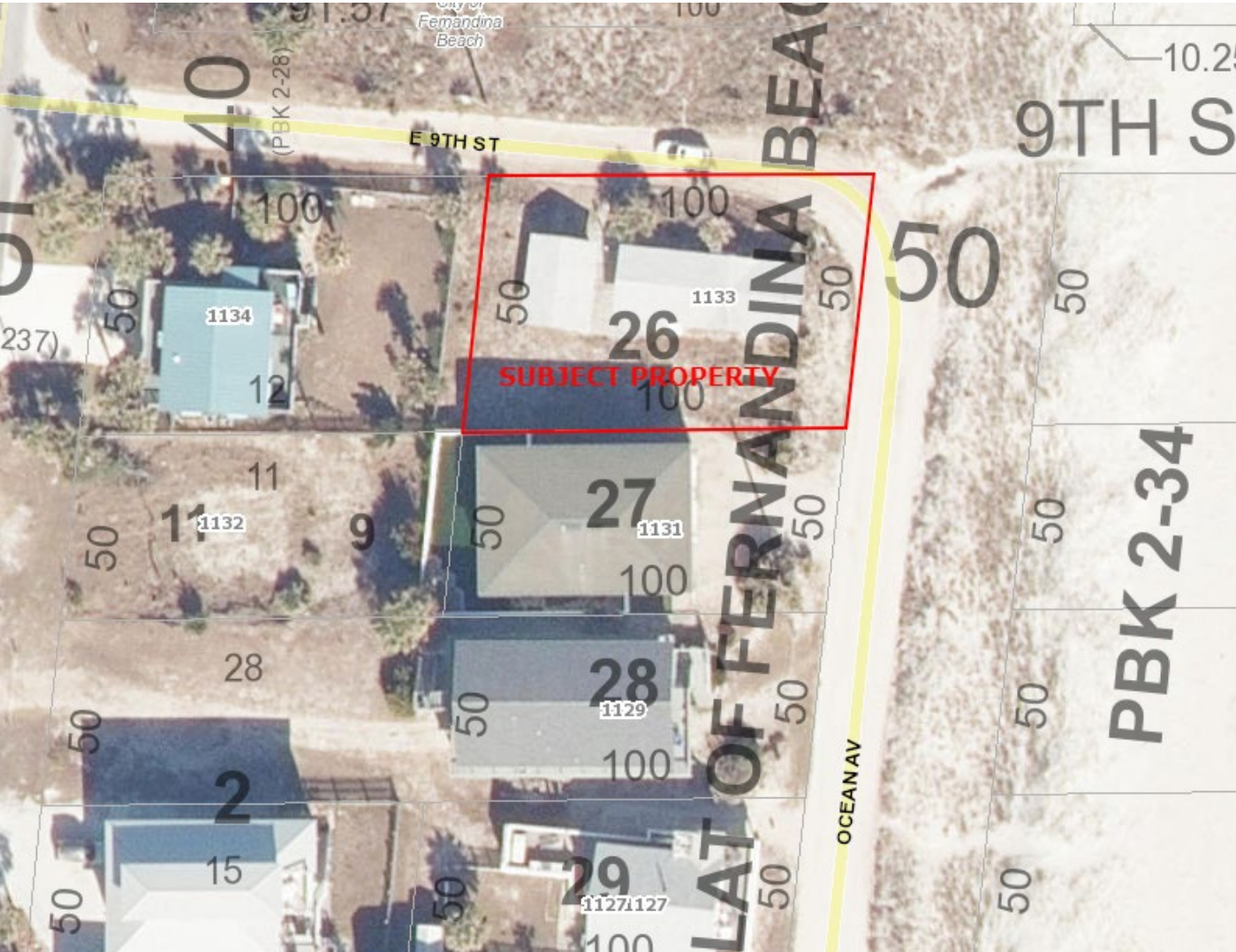
Steven Papke, Chair



ADMINISTRATIVE APPEAL STAFF REPORT
ADMIN 2023-0001
JANUARY 17, 2024

Subject Property Owner:	Steven Cibor
Subject Property Address:	1133 Ocean Avenue
Subject Parcel Number:	00-00-31-126A-0026-0000
Applicants:	Matthew Roach, Chuck Reimel, Hulin Reeves, Jr., Janet Mann, & Steve Halloran
Requested action:	The applicant is appealing administrative decision ADMIN2023-0070 for a Context Sensitive Setback review issued on September 28, 2023.
Current zoning:	R-2
FLUM land use category:	Medium-density Residential
Existing uses on the site:	Single-family dwelling

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



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The appellees are adjacent property owners and contest Staff's interpretation of LDC 4.02.03(F)(a) as it relates to case ADMIN2023-0070 approved on September 28, 2023. The appellees claim that "Pursuant to the reading of the code, the subject property should not be included in determining the average setback. Reading chapter 4(F)(1)(a), it is clear the drafters did not intend for the subject property to be included in the calculation. Section 4(F)(1)(a) states the following; 'If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply...' Further, Section 4(F)(1)(a)(i) states the following "The front setback of OTHER principal structures on the block face must be measured from the property line..." It is clear that the drafter intended to include the subject property in Section 4(F)(1)(a) but purposely excluded it in Section 4(F)(1)(a)(i). This is confirmed in figure 4.02.03(F) wherein all the examples the exclude the subject property."

To complete the context sensitive setback determination Staff utilized the current LDC and the original 2012 memo regarding this specific process which states "... strictly conforming to current Land Development Code regulations results in substantial change to the existing character of a neighborhood and structures; encourages demolition; and prevents currently non-conforming structures from retaining or expanding their non-conformities." and "The language allows for greater flexibility in setback requirements to encourage retention of existing structures that contribute to the unique characteristics of our established neighborhoods." These statements viewed together with Comp Plan policy 1.06.08 are the basis for approval utilizing the existing structure setback as part of the average calculation for a proposed addition.

POLICY 1.06.08.

The City shall encourage context sensitive and reasonable home additions that allow for normal upgrades to retain vitality and discourage demolition of the existing structure. The intent of this policy is to develop regulations that discourage teardowns and provide for expansions of existing structures that are appropriate for the neighborhood.

A brief history of the adoption of the Context Sensitive Setback review process can be found in EXHIBIT 3.

August 30, 2023 - Context Sensitive Review application received (EXHIBIT 1).

September 18, 2023 – Staff analysis and report completed. Subject property posted with a Notice of Intent to Approve sign (EXHIBIT 1).

September 28, 2023 – Adjacent property owner, Matthew Roach, submits a letter of objection to the Notice of Intent to Approve, to City Manager George and City Attorney Bach via email (EXHIBIT 2). Mr. Roach was provided with the information necessary to apply for an official administrative appeal.

October 10, 2023 – Administrative appeal application received (EXHIBIT 2).

October 11, 2023 – Context Sensitive Review approval letter sent to the subject property owner (EXHIBIT 1).

January 17, 2024 – Quasi-judicial hearing scheduled. Postponed, until after the November-December holiday season, at the request of the appellee via email (EXHIBIT 2). Subject property owner agreed to the postponement at an in-person meeting on November 28, 2023.

APPLICABLE GUIDELINES:

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE: **CONSISTENCY WITH THE LAND DEVELOPMENT CODE:**

Section 1.04.00 CITY MANAGER:

The City Manager is the chief administrative official of the City. For the purposes of this LDC, the City Manager administers, interprets, and implements the standards, criteria, and procedures of this LDC. The City Manager may delegate such responsibilities to City staff. Throughout this LDC, the term “City Manager” is used to indicate the person responsible for specified actions, except where specified actions are reserved or specifically delegated to another position. In all instances, “City Manager” means the “City Manager or designee.”

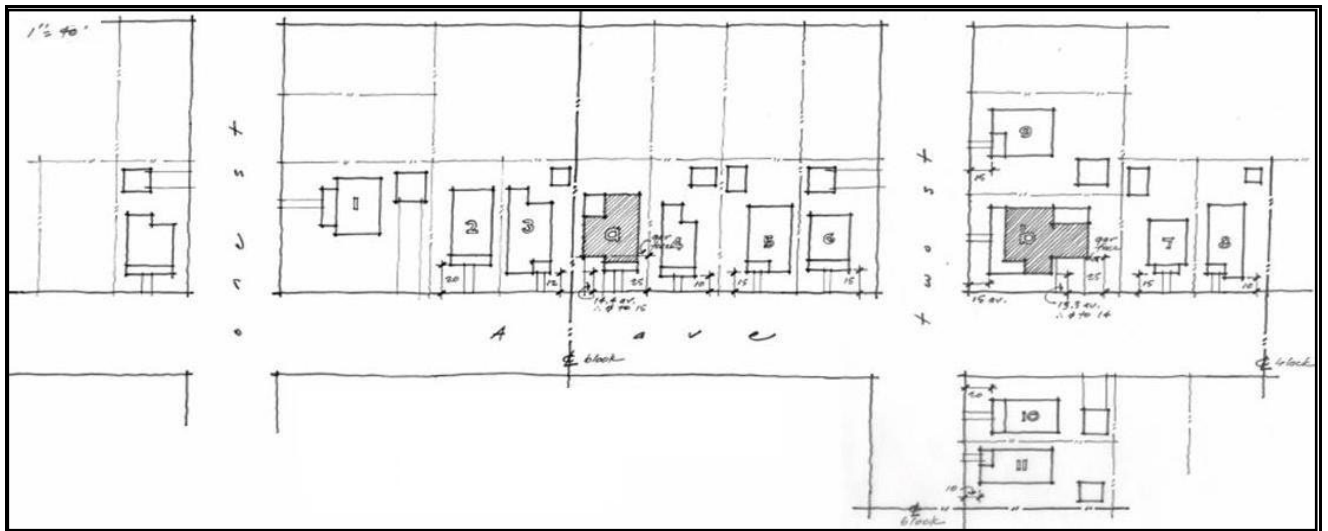
Section 4.02.03(F) Context Sensitive Setback Determination:

1. Authority and Limitation

The City Manager is authorized to alter setback standards in Table 4.02.03(E) of this LDC based on context sensitive review of setbacks in the vicinity of the subject property. Accessory structure setbacks are not eligible for context sensitive setback determinations. The authority to alter setback standards is limited to the following:

- a. If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply with minimum front yard setbacks, property owners may elect to apply for a context sensitive front yard setback determination.
 - i. The front setback of other principal structures on the block face must be measured from the property line to the closest vertical element of the roofed portion of the principal structure, such as porch supports or the building face. Block Face shall be defined as one (1) side of a street between two (2) intersecting streets. The orientation of structures on corner lots determines the applicable block face.
 - ii. On properties seeking a context sensitive setback determination, principal structures must be set back from the front property line a distance equal to the average front setback depth of **all principal structures on the same block face**, using measurements obtained in 4.02.03(F)(1)(a)(i).
 - iii. Buildings that front on a different street than the subject lot or that are separated from the subject lot by a street or alley may not be used in computing the average.
 - iv. In using a context sensitive setback determination, front-loaded garages must be setback at least twenty-five (25) feet in all cases.

Figure 4.02.03(F): Contextual Setback Determination



In this example, lots 2, 3, 4, 5, and 6 represent the block face. Lot 1 is not included in the block face calculations because it fronts on a different street. If this block were classified in a R-2 district, the minimum required front setback would be 25 feet. The block face shown would qualify for use of a contextual front setback determination since more than 50% of the principal structures on the block face do not comply with the R-2 district's 25-foot front setback requirement. When constructing on lot "a" the property owner would be allowed to use the average setback of **all existing principal structures on the block face**. In this example, the resulting contextual setback would be 14.4 feet—the average of front setbacks for structures on lots 2, 3, 4, 5 and 6.

Lot "b" may use the setback of lot 9, since the orientation of the structure on lot "b" will be oriented onto two streets and lot 9 is the only other structure on this block. The orientation of structures on corner lots determines the applicable block face.

2. Procedure

- i. An application and applicable fees for a context sensitive setback determination shall meet the requirements set forth in Section 11.01.03, and City policies, as amended from time to time.
- ii. Measurements accompanying an application must be validated by a licensed land surveyor.
- iii. The City Manager shall evaluate the application for a context sensitive setback determination for compliance with the requirements set forth in Section 4.02.03(F)(1) above.
- iv. Upon approval, the City Manager shall provide a notice of intent to approve, to be posted on the subject property for a period of ten (10) days. Any appeals of this intent to approve shall follow the process provided in Section 11.07.00.
- v. Following the notice period, the City Manager issue a written order stating the approved setbacks for the subject property. A copy of such order shall be submitted with any building permit application for the property.

LIST OF EXHIBITS:

EXHIBIT 1 – Context Sensitive Setback determination application and supporting documents.

EXHIBIT 2 – Administrative Appeal application and supporting documents.

EXHIBIT 3 – Ordinance 2021-29 establishing a Context Sensitive Setback review process and supporting documents.

Respectfully Submitted,



Taylor Hartmann
Planner I

Administrative Reviews: Context Sensitive Review

USE THIS FORM TO Apply for staff-level reviews of front setback adjustments (context sensitive review).

Fees

Once an application is verified complete, an invoice will be emailed to the applicant.



Context Sensitive Review \$400

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and to ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. After staff determines the application is complete and a staff report is issued, the property is posted with a notice for 10 days. If no appeals are filed during that time, the application is approved.

Application Requirements



A complete/ signed application;



A current survey of the property (no older than two years);



Proof of Ownership (copy of deed or tax statement);



A completed Owner's Authorization for Agent Representation form, if necessary;



A detailed letter of intent outlining the proposed action(s);



Measurements of adjacent property setbacks verified by licensed land surveyor

Please see the Land Development Code (LDC) for detailed information:



Context Sensitive Review -- see LDC Section 4.02.03(F)



Appeal Process -- See LDC Section 11.01.05(F)

The LDC is available for review at

www.bhfl.us/LDC

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser's Website → [Map Search](#)

Site Address*

1133 Ocean Ave

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-126A-0026

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Steven

Last Name*

Cibor

Company (if applicable)

Mailing Address*

1127 Ocean Ave

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

443-610-7414

E-mail Address*

steve@rugclub.net

OWNER'S AGENT

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

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

MD

Zip

20740

Telephone Number

4436104191

E-mail Address

stcibor@gmail.com

PROJECT INFORMATION

Adjacent Property Front Setbacks*

See Excel Document

Average of Adjacent Property Front Setbacks*

16.62

Description of Request*

I am requesting a Context Sensitive Setback Determination for my property located at 1133 Ocean Ave Fernandina Beach. I feel that the block face shown in the survey will qualify for the use of the setback since all the principal structures on the block face do not comply with the R-2 districts 25-foot setback requirement. I would like my property to be included in the calculation since there is no intention on removing the current structure. I will send a separate email To Taylor with additional documentation. Thank you for your time and consideration.

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.

Applicant First Name*

Steven

Applicant Last Name*

Cibor

Today's Date*

8/29/2023

Upload Supporting Documentation*

1133 Ocean Ave Context Sensitive Setback Survey 6-16-23.pdf

Upload 2

Parcel NNumber 00-00-31-126A-0026 1133 Ocean Ave - Cibor.pdf

City of FB logo NEW
Reflex

Print

Administrative Reviews: Context Sensitive Review - Submission #12219

Date Submitted: 8/30/2023

NASSAU COUNTY TAXING AUTHORITY
96135 NASSAU PLACE, SUITE 4
YULEE, FL 32097

DO NOT PAY THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold public hearings to adopt budgets and tax rates for the next year. The purpose of these public hearings is to receive opinions from the general public and to answer questions on the proposed tax changes and budget prior to taking final action. Each taxing authority may amend or alter its proposals at the hearing.

2023 REAL ESTATE PROPERTY



002715

P1 T8*****AUTO**5-DIGIT 32034
00-00-31-126A-0026-0000
CIBOR STEVEN T REV TRUST
CIBOR STEVEN T TRUSTEE
1127 OCEAN AVENUE
FERNANDINA BEACH FL 32034-2078

01

LEGAL DESCRIPTION

LOT 26
FERREIRAS REPLAT OF FDNA BCH
PB 2/34



SITUS ADDRESS

1133 OCEAN AV
FERNANDINA BEACH FL 32034

Parcel Number: 00-00-31-126A-0026-0000

Taxing Authority	COLUMN 1*		COLUMN 2*		COLUMN 3*		PUBLIC HEARING INFORMATION A public hearing on the proposed taxes and budget will be held on:
	Tax Rate 2022	Your Property Taxes 2022	Tax Rate If No Budget Change is Adopted 2023	Your Property Taxes If No Budget Change is Adopted 2023	Tax Rate PROPOSED 2023	Your Property Taxes IF PROPOSED Budget is Adopted 2023	
2 COUNTY	7.1041	\$ 273.42	6.4311	\$ 6,878.23	7.0840	\$ 7,576.52	9/12/23 6PM Commission Chambers 96135 Nassau PL Yulee, FL 32097
AMELIA ISLAND BEACH RENOURISHMENT	0.0960	\$ 3.69	0.0871	\$ 93.16	0.0960	\$ 102.67	9/12/23 6PM Commission Chambers 96135 Nassau PL Yulee, FL 32097
CITY OF FERNANDINA BEACH	5.3330	\$ 205.25	4.8298	\$ 5,165.60	4.8298	\$ 5,165.60	9/05/23 5:05PM City Comm Chambers 204 Ash St Fernandina Beach, FL 32034
CITY OF FERNANDINA BEACH DEBT	0.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	9/05/23 5:05PM City Comm Chambers 204 Ash St Fernandina Beach, FL 32034
SCHOOL - STATE	3.2550	\$ 206.65	2.8828	\$ 3,083.23	3.2120	\$ 3,435.32	9/11/23 6:30PM 1201 Atlantic Ave. Fernandina Beach, FL 32034
SCHOOL - LOCAL	2.2480	\$ 142.72	1.9909	\$ 2,129.32	3.2480	\$ 3,473.82	9/11/23 6:30PM 1201 Atlantic Ave. Fernandina Beach, FL 32034
ST JOHNS RIVER WATER MANAGEMENT DISTRICT	0.1974	\$ 7.60	0.1793	\$ 191.77	0.1793	\$ 191.77	9/12/23 5:05PM 4049 Reid Street Palatka, FL 32177
FL INLAND NAVIGATION DIST	0.0320	\$ 1.23	0.0288	\$ 30.80	0.0288	\$ 30.80	9/07/23 5:05PM F.Langford Pavillion 1707 NE Indian River Dr, Jensen Beach, FL 34957
AMELIA ISLAND MOSQUITO CONTROL	0.1151	\$ 4.43	0.1044	\$ 111.66	0.1144	\$ 122.35	9/15/23 5:30PM 2500 Lynndale Rd Fernandina Beach, FL 32034
Total Property Taxes	18.3806	\$ 844.99	16.5342	\$ 17,683.77	18.7923	\$ 20,098.85	

Taxing Districts	Market Value		Assessed Value		Exemptions		Taxable Value	
	2022	2023	2022	2023	2022	2023	2022	2023
County	704,860	1,069,526	88,487	1,069,526	50,000	0	38,487	1,069,526
School	704,860	1,069,526	88,487	1,069,526	25,000	0	63,487	1,069,526
Municipality	704,860	1,069,526	88,487	1,069,526	50,000	0	38,487	1,069,526
Other	704,860	1,069,526	88,487	1,069,526	50,000	0	38,487	1,069,526

Assessment Reductions	Applicable to:	Value
None		

Exemptions	Applicable to:	Value
None		

* See reverse side for explanations.

* If you feel the market value of your property is inaccurate or does not reflect fair market value or if you are entitled to an exemption that is not reflected above contact your county property appraiser at 96135 NASSAU PL #4 YULEE, FL 32097 (904) 491-7300.

* If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the county property appraiser and must be filed ON OR BEFORE **Sept. 11, 2023**.

* Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other government services and facilities which may be levied by your county, city, or any special district.

**REVOCABLE TRUST AGREEMENT
FOR
THE JENNIFER R. CIBOR REVOCABLE TRUST**

SECTION 1. *Agreement.*

1.01. This Trust Agreement is made this 13th day of June, 2016, by **JENNIFER R. CIBOR** of Prince George's County, State of Maryland, as Settlor, and **JENNIFER R. CIBOR** of Prince George's County, State of Maryland, as Trustee.

1.02. Settlor declares that Settlor has transferred to the Trustee the property described in *Schedule A* attached to this instrument. The Trustee hereby agrees to hold that property and any other property of the trust estate, IN TRUST, on the terms set forth in this instrument.

1.03. It is Settlor's desire, by this instrument, to create an inter vivos revocable trust in accordance with the laws of the State of Maryland whereby Settlor's separate property will be held in trust and managed for Settlor's benefit during Settlor's lifetime and distributed to the beneficiaries named herein upon Settlor's death.

SECTION 2. *Recitations and Definitions.*

2.01. "Settlor" refers to **JENNIFER R. CIBOR**. "Trustee" refers to **JENNIFER R. CIBOR** while she is serving as Trustee, and to such other persons or corporations as may succeed her from time to time as Trustee pursuant to the provisions of Section 11 of this Agreement.

2.02. Settlor is married and has two (2) children, namely: **BRANDON CIBOR** and **ANDREW CIBOR**. Settlor has no deceased children. Settlor has one (1) stepson, namely: **THADDEUS S. CIBOR**.

2.03. The Settlor may at any time by a duly executed written instrument alter or amend this Trust in any manner, provided that the duties and responsibilities of any Trustee shall not be increased without the written consent of such Trustee. The Settlor may at any time by a duly executed written instrument revoke this Trust in whole or in part, in which event any and all trust property covered by such revocation shall revert to the Settlor, free of trust.

2.04. This trust shall be known as **THE JENNIFER R. CIBOR REVOCABLE TRUST**.

2.05. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed according to this instrument. The trust estate consists of the property (plus the proceeds and undistributed income of the property) that is listed in *Schedule A* and that is hereafter transferred to the trust by the Settlor or Settlor's will,

the corpus of a new trust, to be known as the "RESIDUARY TRUST," with the powers and for the uses and purposes and in accordance with the limitations, terms and provisions hereinafter expressly set forth. The Trustee shall have the power to select the assets to fund the RESIDUARY TRUST.

6.02. If the Settlor's spouse disclaims, in whole or in part, said spouse's interest in any part of the marital deduction bequest or said spouse's interest in any other property which may pass to said spouse under the Settlor's Will or by operation of law or by reason of survivorship, then the Trustee shall add any such property so disclaimed to the RESIDUARY TRUST to be disposed of in accordance with the provisions hereof as if same were part of this Trust from the date of the Settlor's death.

6.03. The Trustee is hereby directed to invest and reinvest the trust, as hereinafter provided, to collect the rents, revenues, income, and profits arising from the trust, to pay all costs, taxes, and expenses incident to the trust, and to dispose of the principal and net income of the trust as hereafter set forth. The Trustee shall not be required to sell any property or make any property productive for the purposes of making distributions or divisions of the trust property.

(a) Accounting from the time of the Settlor's death, the Trustee shall pay the net income from the RESIDUARY TRUST to the Settlor's spouse for and during the lifetime of said spouse.

(b) During the lifetime of the Settlor's spouse, the Trustee shall, in addition, pay to any one or more of the group consisting of the Settlor's spouse and children and descendants of any deceased child of the Settlor, living from time to time, such amounts of the principal of the RESIDUARY TRUST and in such proportions among them as the Trustee may deem advisable to provide for their maintenance, support, health, and education (including college, professional or other higher education). In making any determination as to the amount, if any, that should be paid to any child or descendant of the Settlor hereunder, the Trustee shall bear in mind that the Settlor's primary objective is to assure that during the lifetime of the Settlor's spouse all of the needs of the Settlor's spouse shall be liberally provided for. Notwithstanding the above, the Trustee shall not make any payment from the RESIDUARY TRUST to the Settlor's spouse for as long as there should be any assets remaining in the MARITAL TRUSTS which, in the determination of the Trustee, are reasonably available and adequate for such purpose.

6.04. Upon the death of the Settlor's spouse or upon the Settlor's death if the Settlor's spouse predeceases the Settlor, the principal of the RESIDUARY TRUST and any accrued or undistributed income or the assets which would have constituted this trust, as the case may be, shall be divided and held in two separate trusts designated respectively as the "Exempt Trust" and the "Nonexempt Trust." The Exempt Trust shall consist of that portion of this property which is exempt from the federal generation-skipping transfer tax. The Nonexempt Trust shall consist of the balance, if any, of this property. These trusts shall be held and disposed of as set forth below. The distributions to be made from these trusts are cumulative and the trust provisions of each are not to be construed as exclusive of the other trust.

(a) One-half (1/2) thereof (or all thereof, in the event nothing passes pursuant to Section 8.01(b) hereof, as the case may be) to those persons, and in such proportions, as would be entitled to take the same (under the laws of the State of Maryland, in effect at any such time), had the Settlor then died, seized and possessed of the same, intestate, unmarried, without creditors and a resident of the State of Maryland.

(b) One-half (1/2) thereof (or all thereof, in the event nothing passes pursuant to Section 8.01(a) hereof, as the case may be) to those persons, and in such proportions, as would be entitled to take the same (under the laws of the State of Maryland, in effect at any such time), had the Settlor's spouse then died, seized and possessed of the same, intestate, unmarried, without creditors and a resident of the State of Maryland.

SECTION 9. *Powers and Authorities of Trustee.*

9.01. The Trustee shall have all powers, authorities and discretions granted by common law, statute, and under any rule of court. In addition, the Trustee is expressly authorized and empowered, in the Trustee's sole and absolute discretion, to exercise the following powers without application to, approval of or ratification by any court:

(a) to invest and reinvest in any kind of property, real or personal, and including common and preferred stocks, zero coupon bonds, voting trust certificates, securities, interests, and obligations in or of corporations, governmental bodies or agencies, unincorporated associations, partnerships (general or limited), limited liability companies, joint ventures, tenancies in common, trusts, investment companies, investment trusts, common trust funds, or in any other kind of property, domestic or foreign, wasting or nonwasting, productive or nonproductive, regardless of the fact that any or all of the investments made or retained are of a character or size which would not be permissible under any statute or rule of court or otherwise deemed advisable for investments by the Trustee;

(b) to retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon or otherwise deal with or dispose of any property, regardless of its nature, the lack of diversification of any trust, or the fact that any arrangement with respect to such property extends beyond the duration of any trust;

(c) to vote in person at stock or security holders' meetings, partners' or members' meetings, or at any adjournment of such meetings; to vote by general or limited proxy, with or without power of substitution, with respect to any such shares of stock or other securities; or to execute proxies to one or more nominees;

(d) to value and appraise the assets comprising the trust estate and make any allocations, divisions or distributions required or permitted by this trust, in kind or in money, or partly in kind and partly in money, in different assets or disproportionate interests in assets, and to that end to allot to any part or share such assets, real or personal, or portions thereof or undivided interests therein, as the Trustee may select. Except as otherwise herein specifically

provided, the judgment and any determination of the Trustee in connection with, including any decisions to make a non-pro rata distributions and any decisions regarding the values assigned to various assets, shall be binding and conclusive on all parties interested therein;

(e) to retain, for any period, all property initially received by the Trustee as a part of any trust created under my trust, including any assets with respect to which the Trustee is given the power to invest and reinvest, regardless or whether such property or asset constitutes a large part or all of any trust or are not of the character, size, or income yield permissible or otherwise deemed advisable for investments by the Trustee, as the Trustee may determine, without any liability or loss;

(f) to borrow money in such amounts and upon such terms and from such persons or corporations as the Trustee shall deem prudent, and for the repayment of any monies so borrowed, to bind the trust estate by the execution and delivery of such obligations and such other evidences of indebtedness and by the imposition of such liens upon the real and personal property of the trust estate or any part thereof as the Trustee may deem advisable;

(g) to pay, compromise, adjust, abandon, submit to arbitration, renew, settle, sue on, defend, sell, release and otherwise deal with any claims or demands of any trust against others or of others against such trust as the Trustee may determine, including the acceptance of deeds of real property in satisfaction of bonds, mortgages and security interests, and to make any payments, in connection with the exercise of this power which the Trustee may determine, out of any trust created hereunder;

(h) to make, execute, acknowledge and deliver all such deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts options, promissory notes, guarantees, bills of sale, powers of attorney, releases and other instruments and documents, sealed or unsealed, of whatsoever character, and to do or cause to be done all such other matters or things as the Trustee may deem necessary or proper to effect or exercise any power or authority given to or vested in the Trustee herein or by law;

(i) to deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee is empowered:

(1) to inspect and monitor any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(2) to respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(3) to refuse to accept property as a trust asset if it determines that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets;

(4) to settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

(5) to disclaim any power which it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law; and

(6) to decline to serve as trustee or, having undertaken to serve, resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets. When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)");

(7) to receive any property, real or personal, by lifetime or testamentary transfer or otherwise; provided, however, that the trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances;

9.02. The Trustee shall not be personally liable to any beneficiary or other party interested in the trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from matters involving hazardous substances, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of any environmental laws related to the trust; provided that the trustee shall not be excused from liability for its own negligence or wrongful or wilful acts.

9.03. Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee against any claims filed against the trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental law.

**REVOCABLE TRUST AGREEMENT
FOR
THE STEVEN T. CIBOR REVOCABLE TRUST**

SECTION 1. *Agreement.*

1.01. This Trust Agreement is made this 13th day of June, 2016, by **STEVEN T. CIBOR** of Prince George's County, State of Maryland, as Settlor, and **STEVEN T. CIBOR** of Prince George's County, State of Maryland, as Trustee.

1.02. Settlor declares that Settlor has transferred to the Trustee the property described in *Schedule A* attached to this instrument. The Trustee hereby agrees to hold that property and any other property of the trust estate, IN TRUST, on the terms set forth in this instrument.

1.03. It is Settlor's desire, by this instrument, to create an inter vivos revocable trust in accordance with the laws of the State of Maryland whereby Settlor's separate property will be held in trust and managed for Settlor's benefit during Settlor's lifetime and distributed to the beneficiaries named herein upon Settlor's death.

SECTION 2. *Recitations and Definitions.*

2.01. "Settlor" refers to **STEVEN T. CIBOR**. "Trustee" refers to **STEVEN T. CIBOR** while he is serving as Trustee, and to such other persons or corporations as may succeed him from time to time as Trustee pursuant to the provisions of Section 10 of this Agreement.

2.02. Settlor is married and has three (3) children, namely: **THADDEUS S. CIBOR**, **BRANDON CIBOR** and **ANDREW CIBOR**. Settlor has no deceased children.

2.03. The Settlor may at any time by a duly executed written instrument alter or amend this Trust in any manner, provided that the duties and responsibilities of any Trustee shall not be increased without the written consent of such Trustee. The Settlor may at any time by a duly executed written instrument revoke this Trust in whole or in part, in which event any and all trust property covered by such revocation shall revert to the Settlor, free of trust.

2.04. This trust shall be known as **THE STEVEN T. CIBOR REVOCABLE TRUST**.

2.05. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed according to this instrument. The trust estate consists of the property (plus the proceeds and undistributed income of the property) that is listed in *Schedule A* and that is hereafter transferred to the trust by the Settlor or Settlor's will as insurance proceeds or pension benefits, or from any other person or source. The Settlor's property, listed in *Schedule A* or subsequently added to the trust estate is the separate estate of Settlor.

6.02. If the Settlor's spouse disclaims, in whole or in part, said spouse's interest in any part of the marital deduction bequest or said spouse's interest in any other property which may pass to said spouse under the Settlor's Will or by operation of law or by reason of survivorship, then the Trustee shall add any such property so disclaimed to the RESIDUARY TRUST to be disposed of in accordance with the provisions hereof as if same were part of this Trust from the date of the Settlor's death.

6.03. The Trustee is hereby directed to invest and reinvest the trust, as hereinafter provided, to collect the rents, revenues, income, and profits arising from the trust, to pay all costs, taxes, and expenses incident to the trust, and to dispose of the principal and net income of the trust as hereafter set forth. The Trustee shall not be required to sell any property or make any property productive for the purposes of making distributions or divisions of the trust property.

(a) Accounting from the time of the Settlor's death, the Trustee shall pay the net income from the RESIDUARY TRUST to the Settlor's spouse for and during the lifetime of said spouse.

(b) During the lifetime of the Settlor's spouse, the Trustee shall, in addition, pay to any one or more of the group consisting of the Settlor's spouse and children and descendants of any deceased child of the Settlor, living from time to time, such amounts of the principal of the RESIDUARY TRUST and in such proportions among them as the Trustee may deem advisable to provide for their maintenance, support, health, and education (including college, professional or other higher education). In making any determination as to the amount, if any, that should be paid to any child or descendant of the Settlor hereunder, the Trustee shall bear in mind that the Settlor's primary objective is to assure that during the lifetime of the Settlor's spouse all of the needs of the Settlor's spouse shall be liberally provided for. Notwithstanding the above, the Trustee shall not make any payment from the RESIDUARY TRUST to the Settlor's spouse for as long as there should be any assets remaining in the MARITAL TRUSTS which, in the determination of the Trustee, are reasonably available and adequate for such purpose.

6.04. Upon the death of the Settlor's spouse or upon the Settlor's death if the Settlor's spouse predeceases the Settlor, the principal of the RESIDUARY TRUST and any accrued or undistributed income or the assets which would have constituted this trust, as the case may be, shall be divided and held in two separate trusts designated respectively as the "Exempt Trust" and the "Nonexempt Trust." The Exempt Trust shall consist of that portion of this property which is exempt from the federal generation-skipping transfer tax. The Nonexempt Trust shall consist of the balance, if any, of this property. These trusts shall be held and disposed of as set forth below. The distributions to be made from these trusts are cumulative and the trust provisions of each are not to be construed as exclusive of the other trust.

6.05. The assets of the Exempt Trust shall be allocated among the children of the Settlor living at the time of the death of the survivor of the Settlor's spouse and the Settlor, *per stirpes*. Each share allocated to a child shall be set apart as a separate trust for the benefit of that child and disposed of as set forth in this Section 6.05 (a) through (j) hereinbelow, provided, however, that no distribution of principal be made from the Exempt Trust until the principal and accumulated income of the Nonexempt Trust shall have been fully distributed and exhausted.

(b) One-half (½) thereof (or all thereof, in the event nothing passes pursuant to Section 8.01(a) hereof, as the case may be) to those persons, and in such proportions, as would be entitled to take the same (under the laws of the State of Maryland, in effect at any such time), had the Settlor's spouse then died, seized and possessed of the same, intestate, unmarried, without creditors and a resident of the State of Maryland.

SECTION 9. *Powers and Authorities of Trustee.*

9.01. The Trustee shall have all powers, authorities and discretions granted by common law, statute, and under any rule of court. In addition, the Trustee is expressly authorized and empowered, in the Trustee's sole and absolute discretion, to exercise the following powers without application to, approval of or ratification by any court:

(a) to invest and reinvest in any kind of property, real or personal, and including common and preferred stocks, zero coupon bonds, voting trust certificates, securities, interests, and obligations in or of corporations, governmental bodies or agencies, unincorporated associations, partnerships (general or limited), limited liability companies, joint ventures, tenancies in common, trusts, investment companies, investment trusts, common trust funds, or in any other kind of property, domestic or foreign, wasting or nonwasting, productive or nonproductive, regardless of the fact that any or all of the investments made or retained are of a character or size which would not be permissible under any statute or rule of court or otherwise deemed advisable for investments by the Trustee;

(b) to retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon or otherwise deal with or dispose of any property, regardless of its nature, the lack of diversification of any trust, or the fact that any arrangement with respect to such property extends beyond the duration of any trust;

(c) to vote in person at stock or security holders' meetings, partners' or members' meetings, or at any adjournment of such meetings; to vote by general or limited proxy, with or without power of substitution, with respect to any such shares of stock or other securities; or to execute proxies to one or more nominees;

(d) to value and appraise the assets comprising the trust estate and make any allocations, divisions or distributions required or permitted by this trust, in kind or in money, or partly in kind and partly in money, in different assets or disproportionate interests in assets, and to that end to allot to any part or share such assets, real or personal, or portions thereof or undivided interests therein, as the Trustee may select. Except as otherwise herein specifically provided, the judgment and any determination of the Trustee in connection with, including any decisions to make a non-pro rata distributions and any decisions regarding the values assigned to various assets, shall be binding and conclusive on all parties interested therein;

(e) to retain, for any period, all property initially received by the Trustee as a part of any trust created under my trust, including any assets with respect to which the Trustee is given the power to invest and reinvest, regardless of whether such property or asset constitutes a large part or all of any trust or are not of the character, size, or income yield permissible or

otherwise deemed advisable for investments by the Trustee, as the Trustee may determine, without any liability or loss;

(f) to borrow money in such amounts and upon such terms and from such persons or corporations as the Trustee shall deem prudent, and for the repayment of any monies so borrowed, to bind the trust estate by the execution and delivery of such obligations and such other evidences of indebtedness and by the imposition of such liens upon the real and personal property of the trust estate or any part thereof as the Trustee may deem advisable;

(g) to pay, compromise, adjust, abandon, submit to arbitration, renew, settle, sue on, defend, sell, release and otherwise deal with any claims or demands of any trust against others or of others against such trust as the Trustee may determine, including the acceptance of deeds of real property in satisfaction of bonds, mortgages and security interests, and to make any payments, in connection with the exercise of this power which the Trustee may determine, out of any trust created hereunder;

(h) to make, execute, acknowledge and deliver all such deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts options, promissory notes, guarantees, bills of sale, powers of attorney, releases and other instruments and documents, sealed or unsealed, of whatsoever character, and to do or cause to be done all such other matters or things as the Trustee may deem necessary or proper to effect or exercise any power or authority given to or vested in the Trustee herein or by law;

(i) to deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee is empowered:

(1) to inspect and monitor any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(2) to respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(3) to refuse to accept property as a trust asset if it determines that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets;

(4) to settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

(5) to disclaim any power which it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law; and

(6) to decline to serve as trustee or, having undertaken to serve, resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets. When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)");

(7) to receive any property, real or personal, by lifetime or testamentary transfer or otherwise; provided, however, that the Trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances;

9.02. The Trustee shall not be personally liable to any beneficiary or other party interested in the trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from matters involving hazardous substances, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of any environmental laws related to the trust; provided that the trustee shall not be excused from liability for its own negligence or wrongful or wilful acts.

9.03. Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee against any claims filed against the trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental law.

9.04. The Trustee, while acting in good faith and exercising due care, shall not be liable or held responsible for any loss or depreciation in the value of any trust, created herein, resulting from any of the investments or reinvestments made or retained as aforesaid.

SECTION 10. *Spendthrift Provisions and Facility of Payments.*

10.01. Except as otherwise specifically provided in other portions of this Trust, the Trustee shall make all payments hereunder directly to the beneficiary entitled to them and not to any other person. A deposit of funds to the beneficiary's account in a bank or other financial institution is the equivalent of direct payment to the beneficiary. No payment may be assigned, anticipated, or encumbered by the beneficiary; nor may any payment be attached, garnished, or executed upon by any creditor of the beneficiary.

Trustee shall be under no obligation to inspect or to verify the same; nor shall the Trustee be responsible for any loss or misapplication by such bank or trust company.

13.05. Any other provisions of this Trust to the contrary notwithstanding, to avoid any violation of the "Rule Against Perpetuities," the Trustees shall have discretion to terminate any trust held hereunder and distribute free of any further trust the remaining principal thereof to the persons then entitled to receive the principal and income therefrom in the proportions in which they are then entitled to the same.

13.06. Any use in this Trust Agreement of pronouns of the masculine or feminine gender shall be interpreted as including persons of the female and male sex, where the sense so requires.

IN WITNESS WHEREOF, the Settlor and the Trustee have executed and sealed this Revocable Trust Agreement as of the 13th day of June, 2016.

WITNESS:

Kathleen M. Lauth

Kathleen M. Lauth

STEVEN T. CIBOR (SEAL)
STEVEN T. CIBOR, Settlor

STEVEN T. CIBOR (SEAL)
STEVEN T. CIBOR, Trustee

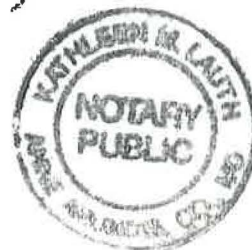
STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL)

ss:

I HEREBY CERTIFY that, on this 13th day of June, 2016, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared **STEVEN T. CIBOR**, Settlor and Trustee, and acknowledged the foregoing Trust Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Kathleen M. Lauth (SEAL)
Notary Public
My Commission Expires: 8-10-17



8-30-23

To whom it may concern,

My name is Steven T Cibor, and I am the owner of 1133 Ocean Ave Fernandina Beach, FL 32034. My wife and I purchased this property with the sole purpose of building our forever home and moving from 1127 Ocean Ave to 1133 Ocean Ave which we intend to keep and live in until or passing.

When we first decided to purchase the property, it was our intention to keep the current 1920's 747 sqft home and it still is. This property has a historic and sentimental value to both us and the community. We have been inquiring with the city since before we purchased it on how to accomplish this, first by looking at the prospect of it becoming our secondary structure which it was determined it could not be since the secondary structure has to be behind the primary structure.

We are now requesting that the City Manager perform a Context Sensitive Setback Review and determination for the property at 1133 Ocean Ave Fernandina Beach, FL 32034 and request that he authorize the setback to be 16'8", so we can start working with an architect to draft plans for the property to see what we would and would not be able to build with the intention of keeping the current building.

Respectfully

Steven T Cibor

MAP OF BOUNDARY & CONTEXT SENSITIVE SETBACK SURVEY
LOT 26, FERREIRA'S REPLAT
OF FERNANDINA BEACH

AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE
PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO: STEVE CIBOR

OCEAN AVENUE
EXTENSION
(NOT A PHYSICALLY
OPEN STREET)

EAST 9TH STREET
EXTENSION
(NOT A PHYSICALLY
OPEN STREET)

EAST 9TH STREET

40' RIGHT-OF-WAY

NORTH FLETCHER AVENUE

60' RIGHT-OF-WAY

OCEAN AVENUE

50' RIGHT-OF-WAY

EAST 8TH STREET

40' RIGHT-OF-WAY

BEACH
ACCESS 11N

40' RIGHT-OF-WAY

LEGEND

- OHU— = OVERHEAD UTILITY WIRES
- ▨ = COVERED AREA
- W = WATER METER
- o— = WOOD OR VINYL FENCE
- ▨ = WOOD FLATWORK
- ⊙ = CENTERLINE
- B.R. = BEARING REFERENCE
- R/W = RIGHT-OF-WAY
- P.I.N. = PARCEL IDENTIFICATION NUMBER

REVISIONS:

- 1) REVISED ON 9/27/2022 TO SHOW RESIDENCE TO THE WEST OF THE SUBJECT PROPERTY (BMD)
- 2) REVISED ON 2/8/2023 TO SHOW ADDITIONAL BUILDING IMPROVEMENTS PER CLIENT'S REQUEST. (BMD)
- 3) REVISED ON 02/14/2023 TO SHOW THE EXTENSION OF EAST NINTH STREET & OCEAN AVENUE. (LP)
- 4) REVISED ON 06/14/2023 TO CHANGE 1129'S WOOD DECK TO A COVERED WOOD DECK. (LP)

SURVEY NOTES:

- 1) Unless it bears the original signature and the original raised seal of a Florida licensed Surveyor and Mapper or Validated Digital Signature by a Florida licensed Surveyor and Mapper, this map/report is for informational purposes only and is not valid.
- 2) The "Legal Description" hereon is in accord with the description provided by the client
- 3) Underground Improvements were not located or shown.
- 4) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 5) Bearings shown hereon are based on on N05°48'04"E for the westerly right-of-way line of Ocean Avenue. The bearing reference line is indicated as thus (BR).
- 6) The property shown hereon lies within flood zone "VE 13 & AO DEPTH 1" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0241 C", Dated "08/02/2017".
- 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 USGS brass disk in concrete "USGS Z-326". (Elevation = 7.55' (NAVD88))

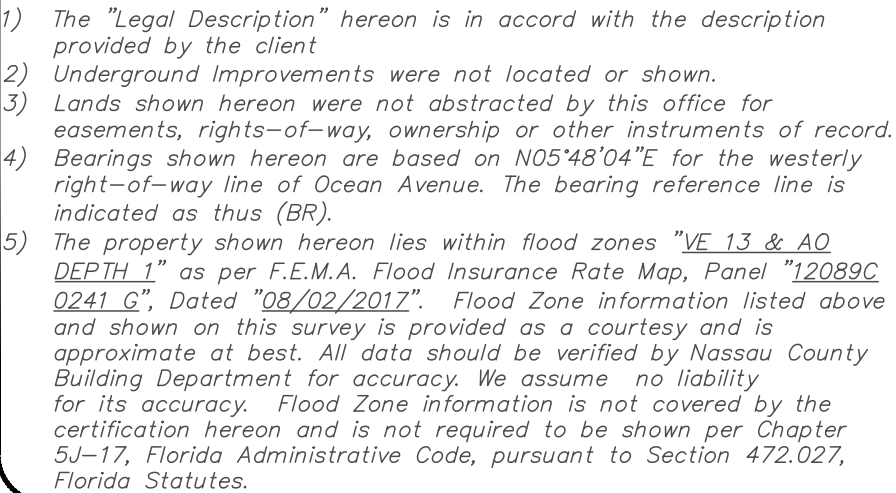
THE INFORMATION SHOWN HEREON MEETS THE
STANDARDS OF PRACTICE SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS
AND MAPPERS IN CHAPTER 5J-17, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION
472.027, FLORIDA STATUTES.

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

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: 21636 DATE: 9/12/2022 CADD: B. DAVIS
F.B. NO: X-356 PAGE NO: 45 CREW: JM FILE NO: B-1793

CERTIFIED TO: STEVE CIBOR



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

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



	Address	Feet	Inches		
Lot 31	1123 Ocean Ave	23	1	276	277
Lot 30	1125 Ocean Ave	11	7	132	139
Lot 29	1127 Ocean Ave	9	8	108	116
Lot 28	1129 Ocean Ave	24	6	288	294
Lot 27	1131 Ocean Ave	24	8	288	296
Lot 26	1133 Ocean Ave	6	3	72	75
		97			1197
		1164		by 6	199.5
					16.63
					16' 8"



APPLICATION FOR CONTEXT SENSITIVE REVIEW DETERMINATION

OWNER/APPLICANT:	Steve Cibor
REQUESTED ACTION:	Context Sensitive Setback Determination
LOCATION:	00-00-31-126A-0026-0000; 1133 Ocean Ave.
LAND USE + ZONING:	Medium-Density Residential, R-2
EXISTING USES ON SITE:	Single-family residence

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

BACKGROUND INFORMATION:

The applicant has requested a context sensitive review determination for 00-00-31-126A-0026-0000 in accordance with Section 4.02.03(F) of the Land Development Code.

The applicant has provided measurements as validated by a licensed land surveyor for the other properties on the block face meeting the 50% requirement as per 4.02.03(F)(1)(a). The setbacks for the properties on the block face are:

- 1123 Ocean Ave – 23.1'
- 1125 Ocean Ave – 11.7'
- 1127 Ocean Ave – 9.8'
- 1129 Ocean Ave – 24.6'
- 1131 Ocean Ave – 24.8'
- 1133 Ocean Ave – 6.3'

The resulting average front yard setback, based on this information, is $100.3'/6 = 16.7'$

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The following Comprehensive Plan policies are applicable:

Policy 1.02.10 – The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.

Policy 1.06.07 – The City shall review its existing suburban design standards and establish urban design standards or overlays in select areas of the city, as appropriate, in order to better reflect the particular character of an identified neighborhood. Changes to the suburban design standards may include changes in setback requirements.



CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

The applicant has demonstrated that the proposed front yard setback is consistent with the requirements as outlined in LDC 4.02.03(F).

Section 4.02.03(F) states:

4.02.03(F) Context Sensitive Setback Determination

1. Authority and Limitation

The City Manager is authorized to alter setback standards in Table 4.02.03(E) of this LDC based on context sensitive review of setbacks in the vicinity of the subject property. Accessory structure setbacks are not eligible for context sensitive setback determinations. The authority to alter setback standards is limited to the following:

- a. If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply with minimum front yard setbacks, property owners may elect to apply for a context sensitive front yard setback determination.
 - i. The front setback of other principal structures on the block face must be measured from the property line to the closest vertical element of the roofed portion of the principal structure, such as porch supports or the building face. Block Face shall be defined as one (1) side of a street between two (2) intersecting streets. The orientation of structures on corner lots determines the applicable block face.
 - ii. On properties seeking a context sensitive setback determination, principal structures must be set back from the front property line a distance equal to the average front setback depth of all principal structures on the same block face, using measurements obtained in 4.02.03(F)(1)(a)(i).
 - iii. Buildings that front on a different street than the subject lot or that are separated from the subject lot by a street or alley may not be used in computing the average.
 - iv. in using a context sensitive setback determination, front-loaded garages must be setback at least twenty-five (25) feet in all cases.

2. Procedure

- a. An application and applicable fees for a context sensitive setback determination shall meet the requirements set forth in Section 11.01.03, and City policies, as amended from time to time.
- b. Measurements accompanying an application must be validated by a licensed land surveyor.
- c. The City Manager shall evaluate the application for a context sensitive setback determination for compliance with the requirements set forth in Section 4.02.03(F)(1) above.
- d. Upon approval, the City Manager shall provide a notice of intent to approve, to be posted on the subject property for a period of ten (10) days. Any appeals of this intent to approve shall follow the process provided in Section 11.07.00.
- e. Following the notice period, the City Manager issue a written order stating the approved setbacks for the subject property. A copy of such order shall be submitted with any building permit application for the property.



CONCLUSION:

The requested context sensitive review is compliant with the City's Land Development Code and Comprehensive Plan. There will not be an impact on the privacy or light, air, or open space of adjacent properties. This change is consistent with the intent of the Comprehensive Plan to modify design standards to better reflect the character of the neighborhood.

Further, the application meets the criteria for a context sensitive review determination as outlined in Section 4.02.03(F). The new front yard setback will be 16.7'.

RECOMMENDATION:

Staff recommend approval of the 16.7' front yard setback and will post the property accordingly.

Taylor Hartmann
Planner I



NOTICE OF INTENT TO APPROVE

DATE OF NOTICE: 09/18/2023

REQUEST: **Context Sensitive Review Determination
(Front Yard Setback)**

PROPERTY OWNER: **Steve Cibor**

PROPERTY LOCATION: **1133 Ocean Avenue**

TRACKING NUMBER: **ADMIN 2023-70**

For additional information please contact the Department of Planning & Conservation
by phone (904) 310-3480 or at City Hall (204 Ash Street).



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

Taylor Hartmann

Planner I

10/11/2023

Steve Cibor
1133 Ocean Ave.
Fernandina Beach, FL 32034

RE: 00-00-31-126A-0026-0000; 1133 Ocean Ave

Mr. Cibor,

Your application for a context sensitive review determination (File# ADMIN 2023-70) has been approved as of September 28, 2023.

A copy of the staff report has been enclosed with this letter. Please note that this approval is valid for 1 year, expires: 09/28/2024.

If you have any further questions, please contact the City of Fernandina Beach Department of Planning & Conservation at 904-310-3480.

Sincerely,

A handwritten signature in cursive script that reads "Taylor Hartmann".

Taylor Hartmann
Planner I

Attachment

CC: File

Print

Board of Adjustment (BOA) - Submission #12468

Date Submitted: 10/10/2023

BOARD OF ADJUSTMENT (BOA)

USE THIS FORM TO Apply for a variance to obtain relief from the design standards of this Land Development Code (LDC) where otherwise hardship would occur. A person who is adversely affected by any administrative decision may appeal such decision to the BOA.

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Residential Properties \$2,500

☐

Non-Residential properties \$5,000

☒

Administrative Appeals \$500

2023 Submission Deadlines + Board Meetings Calendar

 BOA 2023

IMPORTANT NOTES

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Board of Adjustment's public hearing;



A current signed, sealed, scaled survey of the property (no older than two years from date of application);



Proof of ownership (copy of deed or tax statement)



If applying as an agent, Owner's Authorization for Agent Representation form must be signed/notarized and submitted as part of the application;



A detailed letter stating the reasons for the request;



Materials as needed to illustrate the nature of the request, including but not limited to, site plans, architectural drawings, photographs, etc. (Site plans must be dimensioned and to scale).

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you must meet with the applicable planner prior to submitting your application. Completed Board applications are **due forty-five (45) days prior** to the meeting date. Cases in the historic districts or Community Redevelopment Area are heard by the Historic District Council, please use the HDC Variance Application. Cases in all other areas of the City are heard by the Board of Adjustment.

Please see the Land Development Code (LDC) for detailed information:



Procedures for Variances – LDC Section 10.02.04.



Expiration of Variance Approval – LDC Section 10.02.04(C).



Appeals on a Variance – LDC Section 10.02.04(D).



Appeals of Administrative Action – LDC 11.07.00

The LDC is available for review at www.fbfl.us/LDC

Appeals

Any person aggrieved by any decision of the BOA regarding a variance may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition shall be presented to the court within thirty (30) days after the filing of the decision at the office of the Board; otherwise, the decision of the Board shall be final.

Limitations on the Grant of a Variance



1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.



2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.



3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered g



4. A variance shall not change the requirements for concurrency.



5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.



6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.



7. A variance shall not be granted for procedure or process components of this Land Development Code.



8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Ave



9. A variance will not be granted which authorizes the filling of wetlands prohibited by Land Development Code Section 3.03.03(A)



10. No variance shall be granted to exceed the maximum building height of 35 feet for a building on any lot within 800 feet of the mean highwater line of the Atlantic Ocean under LDC Section 4.02.03(D



11. A variance shall not be granted for any residential or residential mixed-use structure to exceed the maximum building height requirements contained in Table 4.02.03(E).



12. A variance shall not be granted to exceed the minimum side yard setbacks listed in Table 4.02.03(E) for any building within 800 feet of the mean high-water mark of the Atlantic Ocean.

REVIEW TYPE*



Variance



Appeal of Administrative Decision

Have you met with a planner for a pre-application meeting?*

No ▼

What was the date of your pre-application meeting?*

mm/dd/yyyy

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website → Map Search](#)

Site Address*

1133 Ocean Ave

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-

Zoning District*

R-2 ▼

Future Land Use Designation*

High Density Residential ▼

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

steven

Last Name*

Cibor

Company (if applicable)

Mailing Address***City*****State*****Zip*****Telephone Number*****E-mail Address*****OWNER'S AGENT**

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

First Name**Last Name****Company (if applicable)****Mailing Address****City****State****Zip****Telephone Number****E-mail Address****PROJECT INFORMATION****Variance Requested from LDC Section(s)***

Summary of Request (more detailed information to be provided in required letter of intent)*

Context Sensitive Review Determination for 1133 Ocean Ave. should not have been granted as it is not required for the improvements that the appicatee is making to the property.

REQUIRED FINDINGS FOR A GRANT OF A VARIANCE

In order for an application for a variance to be approved or approved with conditions, the BOA must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof of demonstrating that the application for a variance complies with each of the requirements. Please explain in detail how your case meets the following requirements:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.*

see attached letter

2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.*

see attached letter

3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.*

see attached letter

4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.*

The variance granted is not required for the improvements that the owner is looking to make.

5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.*

see attached letter

6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.*

see attached letter

Upload Supplemental Materials

Charles George.docx

Upload 2

No file chosen

Upload 3

No file chosen

Upload 4

No file chosen

Upload 5

No file chosen

Upload 6

No file chosen

Upload 7

No file chosen

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.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff will install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant's First Name***Applicant's Last Name*****Today's Date***

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 |
www.fbfl.us/planning

Please make sure to disable pop-up blocker in order to submit.

LAW OFFICES OF MATTHEW N.L. ROACH, PC

Attorneys at Law
295 Main Street, 2ND Floor
Mt. Kisco, New York 10549

(914) 962-8445
TELECOPIER
(914) 962-4709
mroach@mroachlaw.com

September 28, 2023

Via Email

Charles George, P. E.
City Manager
204 Ash Street
Fernandina Beach, FL 32034

Tammi Bach, Esq.
City Attorney
516 S. 10th Street, Suite 213
Fernandina Beach, FL 32034

Re: 1133 Ocean Ave., Fernandina Beach
Tracking number Admin 2023-70

Mr. George

I am writing to object to the approval of the Context Sensitive Review Determination allowing for the variance for the front yard of 1133 Ocean Ave. For the following reasons, the property should not be approved for the variance.

- 1) The applicant should have used the average setback of each individual property. This would result in the average setback for the properties as follow

	South corner of the building	North corner of the building	Average setback
Lot 31	23.1	26.1	24.6
Lot 30	11.7	13.3	12.5
Lot 29	9.9	9.8	9.85
Lot 28	24.6	28.6	26.6
Lot 27	24.8	28.8	26.8
Average set back of all 5 properties			19.96

- 2) Pursuant to the reading of the code, the subject property should not be included in determining the average setback. Reading chapter 4(F)(1)(a), it is clear the drafters did not intend for the subject property to be included in the calculation. Section 4(F)(1)(a) states the following;

“If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply...”

Further, Section 4(F)(1)(a)(i) states the following

“The front setback of **OTHER** principal structures on the block face must be measured from the property line...”

It is clear that the drafter intended to include the subject property in Section 4(F)(1)(a) but purposely excluded it in Section 4(F)(1)(a)(i). This is confirmed in figure 4.02.03(F) wherein all the examples exclude the subject property.

- 3) The applicant failed to provide a detailed letter of intent outlining his proposed actions. Upon seeing the current house on the property, a second story cannot be added to it. If his true intentions are to attempt to have a second story added, a letter from an engineer and architect should be included in the application stating that the current structure can handle a second story and a design of the same.
- 4) Lastly, the spirit of the Context Sensitive Review is to attempt to create some type of uniformity on the block. In this case, there are five properties that we know will remain in place and of these there is one property that is only four inches short of the setback and two others that are at a greater distance than the setback. If the subject property is granted a variance, it would create an incohesiveness on this block. I believe that it is the applicant's intention to obtain this variance and then remove the current structure, which is why he has not provided architectural plans to submit with this application.

For these reasons, this application must be reversed.

Sincerely,
Matthew Roach

LAW OFFICES OF MATTHEW N.L. ROACH, PC

Attorneys at Law
295 Main Street, 2ND Floor
Mt. Kisco, New York 10549

(914) 962-8445
TELECOPIER
(914) 962-4709
mroach@mroachlaw.com

November 5, 2023

Via Email

City Manager
204 Ash Street
Fernandina Beach, FL 32034

Tammi Bach, Esq.
City Attorney
516 S. 10th Street, Suite 213
Fernandina Beach, FL 32034

Re: 1133 Ocean Ave., Fernandina Beach
Tracking number Admin 2023-70

Please accept this letter as our amended appeal regarding the above referenced property.

The following people would like to be added to the appeal

Chuck Reimel	Hulin Reeves, Jr.	Janet Mann	Steve Halloran
--------------	-------------------	------------	----------------

- 1) We hereby withdraw argument 1.
- 2) Argument 2 we expand the argument that the subject property should not be used in the calculations in determining the setback.

Pursuant to the reading of the code, the subject property should not be included in determining the average setback. Reading chapter 4(F)(1)(a), it is clear the drafters did not intend for the subject property to be included in the calculation. Section 4(F)(1)(a) states the following;

“If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply...”

Section 4(F)(1)(a)(i) states in relevant part, the following

“The front setback of **OTHER** principal structures on the block face must be measured from the property line...” emphasis added

Section 4(F)(1)(a)(ii) states, the following

“On properties seeking a context sensitive setback determination, principal structures must be set back from the property line a distance equal to the average front depth of all principal structures on the same block face, **USING MEASUREMENTS OBTAINED IN 4.02.02(F)(1)(A)(i).**” emphasis added

The drafters may have intended to include the subject property in Section 4(F)(1)(a) to determine if an applicant can apply for a context sensitive setback determination. The drafters, by using the word “OTHER” in Section 4(F)(1)(a)(i) purposely excluded the subject property in the section. Finally, Section 4(F)(1)(a)(ii) states that the subject property must be setback an equal distance to the average found in 4(F)(1)(a)(i) which again does not include the property seeking the context sensitive setback determination.

This is confirmed in Figure 4.02.03(F) wherein the drafters identified the subject property with a letter and the other properties with numbers. The drafters did not include the subject property in determining the block face nor did they include it in determining the average setback of the other properties. It is clear that the drafters purposely exclude the subject property from all determinations in Section 4.02.03(F) when reviewing if a property is entitled to a Context Sensitive Review Determination.

- 3) If the City is in agreement that the sole purpose of a Context Sensitive Review Determination is to preserve older homes and is not to be used for new construction, we then withdraw arguments 3 and 4.

For the reasons stated herein, we believe that the granting of the setback determination should be reverse.

LAW OFFICES OF MATTHEW N.L. ROACH, PC

Attorneys at Law
295 Main Street, 2ND Floor
Mt. Kisco, New York 10549

(914) 962-8445
TELECOPIER
(914) 962-4709
mroach@mroachlaw.com

November 27, 2023

Via Email

City Manager
204 Ash Street
Fernandina Beach, FL 32034

Tammi Bach, Esq.
City Attorney
516 S. 10th Street, Suite 213
Fernandina Beach, FL 32034

Re: 1133 Ocean Ave., Fernandina Beach
Tracking number Admin 2023-70

Please accept this supplemental letter to our November 5, 2023 letter regarding the above referenced property.

In furtherment of argument 2 we expand that argument in that the “Map of Boundary & Context Sensitive Setback Survey” (hereinafter the “Survey”) supplied by the applicant and used to determine the percentages of principal structures not complying with the average setback is defective.

Section 4(F)(1)(a)(i) states in relevant part, the following

“The front setback of other principal structures on the block face must be measured from the property line to the closest **VERTICAL ELEMENT OF THE ROOF...**” emphasis added

The Survey measurements for the front yard setback in lots 27, 28, and 31 (hereinafter the “Complying Lots”) are measured from the edge of the roof and not the “closest vertical element of the roof” as required by the code. An inspection of the properties shows that the roof edge is anywhere from 6 inches to 2 feet past the closest vertical element of the roof. If the measurements were taken from the closest vertical element the Complying Lots would show that they are within the required front yard setback of 25 feet. As a result, the applicant has provided incorrect measurements to the planning department.

Further, it is our belief that

- 1) the subject property and should not be used in determining whether at least 50% of the principal structures do not comply with the minimum front yard setback;
- 2) and of the remaining 5 principal structures 3 of the 5 comply with the minimum front yard setback therefore not allowing for a Context Sensitive Review Determination;

Even if it is determined that the applicant is entitled to Context Sensitive Review Determination, the appeal should be granted as the setback used for the Complying Lots is incorrect as the measurement has been taken from the roof line and not the vertical element. As stated above the front yard setback shown on the Survey is from the roof edge and not the closet vertical element.

For the reasons stated herein, we believe that the appeal should be granted and the setback determination should be reverse.

Sincerely,
Matthew Roach

From: [Matthew Roach](#)
To: [Taylor Hartmann](#)
Subject: Re: Letter
Date: Thursday, November 16, 2023 3:06:54 PM
Attachments: [image830027.png](#)
[image925515.png](#)
[image366570.png](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Got it. Jan 17 it is.

On Nov 16, 2023, at 2:02 PM, Taylor Hartmann <thartmann@fbfl.org> wrote:

No, the December deadline has passed.

Taylor Hartmann
City Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3485 | thartmann@fbfl.org
www.fbfl.us

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From: Matthew Roach <mattr@mroachlaw.com>
Sent: Thursday, November 16, 2023 2:00 PM
To: Taylor Hartmann <thartmann@fbfl.org>
Subject: Re: Letter

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So if I don't agree to move it to January it would be December 20?

On Nov 16, 2023, at 1:11 PM, Taylor Hartmann <thartmann@fbfl.org> wrote:

It is scheduled for January 17, 2024. This is the standard meeting day for the Board of Adjustment.

Taylor Hartmann
City Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3485 | thartmann@fbfl.org
www.fbfl.us
- - -

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From: Matthew Roach <mattr@mroachlaw.com>
Sent: Thursday, November 16, 2023 12:26 PM
To: Taylor Hartmann <thartmann@fbfl.org>
Subject: RE: Letter

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Quick question when would the hearing be for December and January. My January is starting to look a little crazy.

Matthew NL Roach, Esq.
Law Offices of Matthew NL Roach, PC
1929 Commerce Street, Suite 1
Yorktown Heights, NY 10598
Phone: 914-962-8445
Fax: 914-962-4709

From: Taylor Hartmann <thartmann@fbfl.org>
Sent: Wednesday, November 08, 2023 9:10 AM
To: Matthew Roach <mattr@mroachlaw.com>
Subject: RE: Letter

Good morning, Matt,

I've received confirmation from the City Attorney that postponing your administrative appeal to the month of January 2024, is acceptable. If you are still comfortable with this, can you please submit the request for postponement, until after the holiday season, in writing? It can be emailed directly to me, and I will then attach it to your case file.

Thank you,
Taylor

Taylor Hartmann
City Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3485 | thartmann@fbfl.org
www.fbfl.us

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From: Matthew Roach <mattr@mroachlaw.com>
Sent: Sunday, November 5, 2023 9:06 AM
To: Kelly Gibson <kgibson@fbfl.org>
Cc: Taylor Hartmann <thartmann@fbfl.org>
Subject: RE: Letter

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Attached please find the amended letter for the appeal of the setback determination for 1133 Ocean Ave. Thank you for all of your help in the matter.

Matt

Matthew NL Roach, Esq.
Law Offices of Matthew NL Roach, PC
295 E. Main St.
Mt. Kisco, NY 10549
Phone: 914-962-8445
Fax: 914-962-4709

From: Kelly Gibson <kgibson@fbfl.org>
Sent: Friday, October 20, 2023 4:36 PM

To: Matthew Roach <mattr@mroachlaw.com>
Cc: Taylor Hartmann <thartmann@fbfl.org>
Subject: RE: Letter

Good Afternoon,

I appreciate your prompt follow up. I think the best way would be to update the appeal letter to indicate all names/parties wishing to be included in the appeal.

Sincerely,

Kelly Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us
-- --

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From: Matthew Roach <mattr@mroachlaw.com>
Sent: Friday, October 20, 2023 2:54 PM
To: Kelly Gibson <kgibson@fbfl.org>
Cc: Taylor Hartmann <thartmann@fbfl.org>
Subject: Re: Letter

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

I had a conversation with the neighbors and I think that we want to proceed with the appeal. Can you tell me how they can add themselves to my application. I'm assuming that if we are all on the application then they don't have to talk at the meeting which I think everyone will appreciate.

I'm also going to amend my appeal to focus on my argument number two.

Thanks
Matt

On Oct 17, 2023, at 10:19 AM, Matthew Roach <mattr@mroachlaw.com> wrote:

That will work for me. You can reach me at 914-552-6231.

Thanks
Matt

On Oct 17, 2023, at 10:04 AM, Kelly Gibson <kgibson@fbfl.org> wrote:

Good Morning!

Would it be possible to talk by phone tomorrow morning, Wednesday at 8:30am?

Kelly Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us
--

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From: Matthew Roach <mattr@mroachlaw.com>

Sent: Monday, October 16, 2023 11:55 AM

To: Kelly Gibson <kgibson@fbfl.org>

Cc: Taylor Hartmann <thartmann@fbfl.org>

Subject: RE: Letter

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Is there a time that we can have a phone call?

Matthew NL Roach, Esq.
Law Offices of Matthew NL Roach, PC
1929 Commerce Street, Suite 1
Yorktown Heights, NY 10598
Phone: 914-962-8445
Fax: 914-962-4709

From: Kelly Gibson <kgibson@fbfl.org>

Sent: Friday, October 13, 2023 8:42 AM

To: Matthew Roach <mattr@mroachlaw.com>

Cc: Taylor Hartmann <thartmann@fbfl.org>

Subject: RE: Letter

Good Morning,

We have received the application and I believe Taylor left you a message earlier this week to discuss further together. She is out of the office today, but I would be happy to schedule an appointment time for you to meet by phone on Monday. Please let me know what time works best for you.

Sincerely,

Kelly Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us
[<image001.png>](#) [<image002.png>](#) [<image003.png>](#)

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From: Matthew Roach <mattr@mroachlaw.com>

Sent: Friday, October 13, 2023 8:32 AM

To: Kelly Gibson <kgibson@fbfl.org>

Subject: Re: Letter

You don't often get email from mattr@mroachlaw.com. [Learn why this is important](#)

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Kelly

I submitted my appeal and reached out to the Planning Department a couple of times but have not heard back from anyone. Can you help.

Thanks
Matt

On Oct 11, 2023, at 1:01 PM, Matthew Roach <mattr@mroachlaw.com> wrote:

Kelly

I filed the appeal the other day. I hope that it was done correctly. Can you let me know what else I need to do.

Thanks
Matt

Matthew NL Roach, Esq.
Law Offices of Matthew NL Roach, PC
1929 Commerce Street, Suite 1
Yorktown Heights, NY 10598
Phone: 914-962-8445
Fax: 914-962-4709

From: Kelly Gibson <kgibson@fbfl.org>
Sent: Tuesday, October 03, 2023 2:45 PM
To: Tammi Bach <tbach@fbfl.org>; Matthew Roach <mattr@mroachlaw.com>
Cc: Charles George <cgeorge@fbfl.org>; Agnes White <awhite@fbfl.org>; Katie Newton <knewton@fbfl.org>; Taylor Hartmann <thartmann@fbfl.org>; Sylvie McCann <smccann@fbfl.org>
Subject: RE: Letter

Good Afternoon,

Thank you for taking my call this afternoon to discuss potential next steps on filing for an administrative appeal. The application is found on the City website at this link under the Board of Adjustment (link provided below). I understand that there may be multiple neighbors filing this appeal jointly with you. If you would like, we are happy to meet to discuss the process and your request at a time that is convenient for everyone. If you have any questions, please reach out to me directly.

<http://www.fbfl.us/FormCenter/Planning-Conservation-15/Board-of-Adjustment-BOA-175>

Sincerely,

Kelly Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

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From: Tammi Bach <tbach@fbfl.org>

Sent: Thursday, September 28, 2023 2:37 PM

To: mattr@mroachlaw.com

Cc: Charles George <cgeorge@fbfl.org>; Agnes White <awhite@fbfl.org>; Katie Newton <knewton@fbfl.org>; Kelly Gibson <kgibson@fbfl.org>

Subject: Letter

Mr. Roach: the City is in receipt of your letter objecting to context sensitive adjustment for 1133 Ocean Avenue

Tammi Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, Florida 32034

(904) 310-3276 | tbach@fbfl.org

www.fbfl.us

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City of Fernandina Beach

To: Planning Advisory Board (PAB) Members
CC: Tammi Bach, City Attorney
From: Kelly N. Gibson, CDD
Date: November 8, 2012
Re: Changes to LDC Chapter 4 Context Sensitive Design + Chapter 7 Parking Standards

At the PAB's November 14, 2012 regular meeting, the board will be considering changes to allow administrative waivers of front yard setback design standards. Earlier this year (February), the City completed updates to its Comprehensive Plan based on its 2010 adopted Evaluation and Appraisal Report (EAR). One of the community identified "major issues" of the previous Comprehensive Plan was Neighborhood Preservation. The EAR report found that the existing Comprehensive Plan and Land Development Code did not address the needs of these City's non-designated but, unique neighborhoods.

These neighborhoods represent building trends from the early twentieth century to the present day. Over time, American housing has undergone a major change from smaller homes to larger homes; since the 1950's, the average American house size has increased by 138%. Homes in 1950 had an average of 1000 square feet versus 2434 square feet in 2006. The homes in many neighborhoods in Fernandina Beach have less square footage than the typical new home being constructed today. In addition to incompatible or inadequate Land Development Code policies regarding these neighborhoods, they are also subject to development pressure in the form of teardowns. Teardowns can be entire structural demolition with replacement of a new structure, or major reconstruction or renovation that renders the original structure virtually destroyed.

Additionally, strictly conforming to current Land Development Code regulations results in substantial change to the existing character of a neighborhood and structures; encourages demolition; and prevents currently non-conforming structures from retaining or expanding their non-conformities. Existing regulations must be identified then, revised to reflect the varying neighborhoods design characteristics. For example, current zoning regulations that require twenty-five foot front yard setbacks in residential zoned neighborhoods are not necessarily appropriate in neighborhoods built during the 1930s and 1940s that have smaller front yards. Any change a homeowner wishes to create that would violate that setback are deemed to be increasing the "non-conformity" and not allowable absent a variance. This zoning regulation does not adequately take into account the unique development pattern of this neighborhood, and demonstrates only one example of a current regulation that creates a burden on a property owner should they wish to make any changes to their home. To comply with all current zoning, it may be easier for a property owner or developer to demolish the structure and start anew under existing codes.

To address this concern, staff has proposed language that provides for the establishment of administrative waivers for context sensitive design standards. The language allows for greater flexibility in setback requirements to encourage retention of existing structures that contribute to the unique characteristics of our established neighborhoods. There are countless examples of context sensitive design standards throughout the country, from large urban cities looking to maintain their traditional main streets to small rural towns trying to retain the agricultural nature of their community.

Context sensitive design standards will be reviewed on an individual basis as an option for property owners. Fair setback requirements would be regulated by the design characteristics of neighboring properties within each block face. A procedure for this process has been established whereby, an application for context sensitive setback determination is required. The “authority and limitation” and “monthly reporting” requirements for this process are also provided as part of the code amendments. The language itself has been reviewed with local area design and land surveying professionals to determine the practicality of this process.

2030 Comprehensive Plan Direction

The City’s Comprehensive plan contains an objective that seeks to stabilize and preserve neighborhoods. Objective 1.06 also directs the LDC to establish urban design standards which protect and promote quality of life, in order to prevent teardowns, encourage re-use, infill and new development. Specifically, policies 1.06.07 and 1.06.08 direct consideration of revised LDC policies to support the overall objective. The proposed changes are in keeping with the direction provided by the Comprehensive Plan.

Policy 1.06.07.

The City shall review its existing suburban design standards and establish urban design standards or overlays in select areas of the city, as appropriate, in order to better reflect the particular character of an identified neighborhood. Changes to the suburban design standards may include changes in setback requirements, building coverage, floor area ratio, height, building volume ratio, landscape volume ratio, site volume ratio, parking requirements and policies that support the continued use single and double- family residences, requiring maintenance of yard vegetation, and allowing accessory dwelling units such as garage apartments or “in law” suites. Urban design standards shall include transitions in character from urban to suburban development forms.

Policy 1.06.08.

The City shall encourage context sensitive and reasonable home additions that allow for normal upgrades to retain vitality and discourage demolition of the existing structure. The intent of this policy is to develop regulations that discourage teardowns and provide for expansions of existing structures that are appropriate for the neighborhood.

PROPOSED LANGUAGE TO BE CONTAINED IN LDC SECTION 4.02.03 FOLLOWING TABLE 4.02.03 (E)

F. Context Sensitive Setback Determination

1. Authority and Limitation

The City Manager is authorized to alter setback standards in Table 4.02.03(E) of this LDC based on context sensitive review of setbacks in the vicinity of the subject property. Accessory structure setbacks are not eligible for context sensitive setback determinations. The authority to alter setback standards is limited to the following:

a. If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply with minimum front yard setbacks, property owners may elect to apply for a context sensitive front yard setback determination.

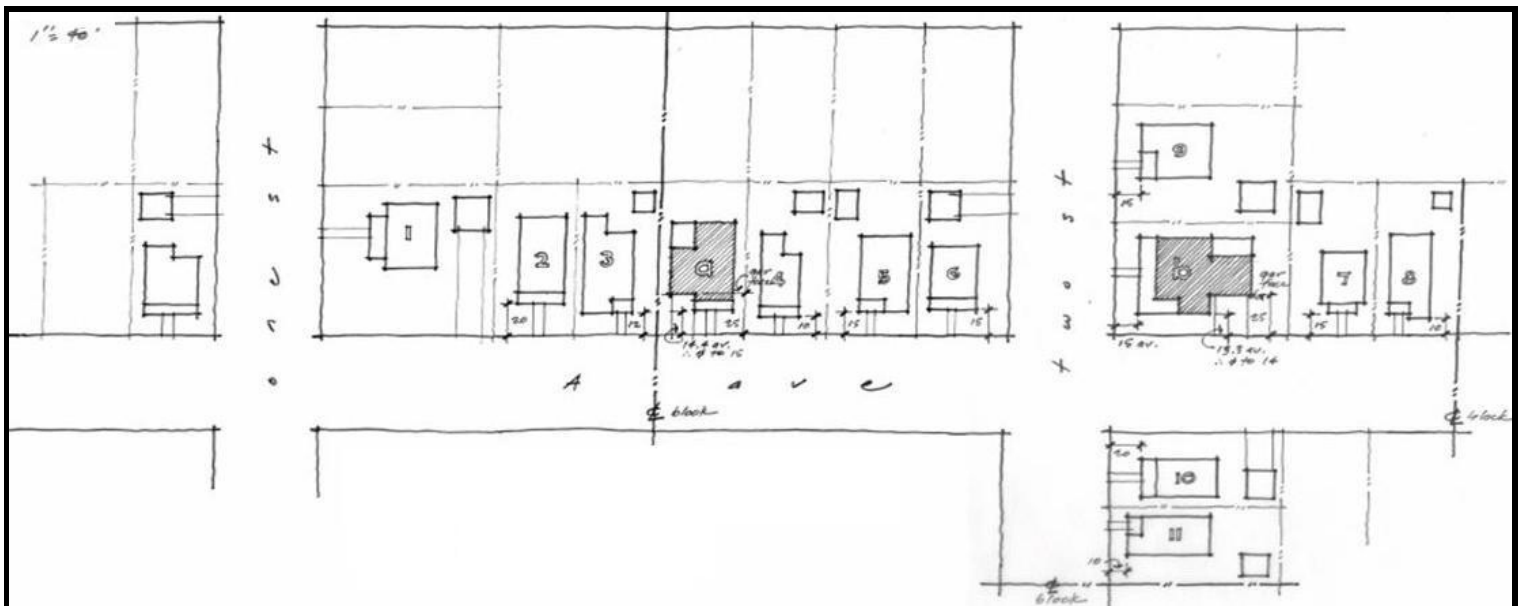
i. The front setback of other principal structures on the block face must be measured from the property line to the closest vertical element of the roofed portion of the principal structure, such as porch supports or the building face. Block Face shall be defined as one (1) side of a street between two (2) intersecting streets. The orientation of structures on corner lots determines the applicable block face.

ii. On properties seeking a context sensitive setback determination, principal structures must be set back from the front property line a distance equal to the average front setback depth of all principal structures on the same block face, using measurements obtained in 4.02.03(F)(1)(a)(i).

iii. Buildings that front on a different street than the subject lot or that are separated from the subject lot by a street or alley may not be used in computing the average.

iv. In using a context sensitive setback determination, front-loaded garages must be setback at least twenty-five (25) feet in all cases.

Figure 4.02.03(F): Contextual Setback Determination—



In this example, lots 2, 3, 4, 5, and 6 represent the block face. Lot 1 is not included in the block face calculations because it fronts on a different street. If this block were classified in a R-2 district, the minimum required front setback would be 25 feet. The block face shown would qualify for use of a contextual front setback determination since more than 50% of the principal structures on the block face do not comply the R-2 district's 25-foot front setback requirement. When constructing on lot "a" the property owner would be allowed to use the average setback of all existing principal structures on the block face. In this example, the resulting contextual setback would be 14.4 feet—the average of front setbacks for structures on lots 2, 3, 4, 5 and 6.

Lot "b" may use the average setbacks of lots 7 and 8, since the orientation of the structure on lot "b" will be oriented onto A Avenue. The orientation of structures on corner lots determines the applicable block face.

2. Procedure

- a. An application and applicable fees for a context sensitive setback determination shall meet the requirements set forth in Section 11.01.03, and City policies, as amended from time to time.
- b. Measurements accompanying an application must be validated by a licensed land surveyor.
- c. The City Manager shall evaluate the application for a context sensitive setback determination for compliance with the requirements set forth in Section 4.02.03(F)(1) above.
- d. Upon approval, the City Manager shall issue a written order stating the approved setbacks for the subject property. A copy of such order shall be submitted with any building permit application for the property.

3. Monthly Reports Required

A monthly report shall be prepared to summarize the number and type of context sensitive setback determinations granted in the previous month.

ORDINANCE 2012-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE LAND DEVELOPMENT CODE, REVISING CHAPTER 4 TO INCLUDE CONTEXT SENSITIVE SETBACK DETERMINATIONS, AND REVISING CHAPTER 7 PARKING STANDARDS AND PARKING LOT DESIGN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a unified Land Development Code on September 5, 2006 which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development ; and

WHEREAS, Staff has maintained a log of inconsistencies and/or inadequacies encountered during implementation of the Code and proposed changes to correct identified issues; and

WHEREAS, the City's planning staff have reviewed the proposed changes for consistency with the City's Comprehensive Plan and Land Development Code and finds the request sufficiently compliant to be approved at this time; and

WHEREAS, the proposed amendments will specifically modify the following chapters and sections of the Land Development Code including Chapter 4 to add Section 4.02.03 (E) and Chapter 7 Section 7.01.01; and

WHEREAS, the Planning Advisory Board has reviewed the suggested amendments in a public session on November 14, 2012 and has issued a recommendation of approval subject to identified modifications proposed at the meeting; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on October 30, 2012;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. The City Commission hereby approves and adopts modifications to the Land Development Code of the City of Fernandina Beach, attached hereto as Exhibit "A".

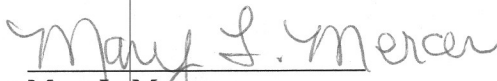
SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

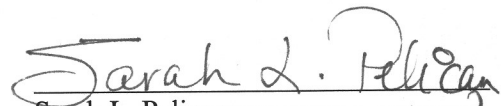
SECTION 3. This Ordinance shall become effective immediately upon adoption.

ADOPTED this 2nd day of January, 2013.

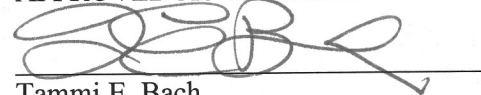
ATTEST:

CITY OF FERNANDINA BEACH


Mary L. Mercer
City Clerk


Sarah L. Pelican
Mayor – Commissioner

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney

ORDINANCE 2012-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE LAND DEVELOPMENT CODE, REVISING CHAPTER 4 TO INCLUDE CONTEXT SENSITIVE SETBACK DETERMINATIONS, AND REVISING CHAPTER 7 PARKING STANDARDS AND PARKING LOT DESIGN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a unified Land Development Code on September 5, 2006 which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development ; and

WHEREAS, staff has maintained a log of inconsistencies and/or inadequacies encountered during implementation of the Code and proposed changes to correct identified issues; and

WHEREAS, the City's planning staff have reviewed the proposed changes for consistency with the City's Comprehensive Plan and Land Development Code and finds the request sufficiently compliant to be approved at this time; and

WHEREAS, the proposed amendments will specifically modify the following chapters and sections of the Land Development Code including Chapter 4 to add Section 4.02.03 (E) and Chapter 7 Section 7.01.01; and

WHEREAS, the Planning Advisory Board has reviewed the suggested amendments in a public session on November 14, 2012 and has issued a recommendation of approval subject to identified modifications proposed at the meeting; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on October 30, 2012;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. The City Commission hereby approves and adopts modifications to the Land Development Code of the City of Fernandina Beach, attached hereto as Exhibit "A".

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall become effective immediately upon adoption.

ADOPTED this 8th day of January, 2013.

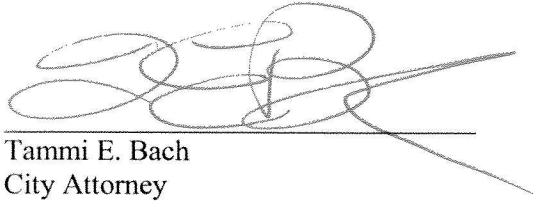
CITY OF FERNANDINA BEACH

Arlene R. Filkoff
Mayor – Commissioner

ATTEST:

Mary L. Mercer
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

Deighel Marshall

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: 1st Reading Ordinance 2012-29: LDC Amendments Chapters 4 and 7

DEPARTMENT: Community Development Department

ATTACHMENTS: ☒ Ordinance ☐ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Ordinance 2012-29 at 1st Reading.

SUMMARY: This Ordinance proposes Land Development Code (LDC) amendments as directed by the City's 2030 Comprehensive Plan and as identified in a staff maintained log of errors and inconsistencies encountered while working with the LDC since 2006. Proposed changes include the addition of context sensitive design standards and revisions to existing parking standards. All amendments are consistent with the City's 2030 Comprehensive Plan and internally consistent with the LDC.

Chapter 4:

The proposed Chapter 4 amendment provides establishes the use of administrative waivers for context sensitive design standards. The language allows for greater flexibility in setback requirements to encourage retention of existing structures that contribute to the unique characteristics of our established neighborhoods. There are countless examples of context sensitive design standards throughout the country, from large urban cities looking to maintain their traditional main streets to small rural towns trying to retain the agricultural nature of their community. Context sensitive design standards will be reviewed on an individual basis as an *option* for property owners. Fair setback requirements would be regulated by the design characteristics of neighboring properties within each block face. A procedure for this process has been established whereby, an application for context sensitive setback determination is required. The "authority and limitation" and "monthly reporting" requirements for this process are also provided as part of the code amendments. The language itself has been reviewed with local area design and land surveying professionals to determine the practicality of this process.

Chapter 7:

The proposed Chapter 7 amendments consist of changes specific to parking lot requirements and design standards. Major changes include the allowance of shared parking and reducing excess parking. In reviewing the minimum parking requirements section for revisions, staff reviewed similar beach communities with a moderate seasonal population variation in Florida to determine the reasonability of the proposed reduced parking standards. It is anticipated that future amendments will be necessary to revise the landscape standards associated with parking areas. These changes can be expected when the staff reviews the City's general landscape standards.

The Planning Advisory Board reviewed the proposed amendments at their regular meeting on November 14, 2012 and unanimously recommended approval with some minor alterations. Those revisions have been incorporated, as recommended by the PAB, into the ordinance. Staff recommends approval of the ordinance and will be available to address questions at the meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No Additional Comments

DEPARTMENT HEAD	Submitted by: Marshall McCrary, CDD Director	Date: 11/16/12
	Requested Agenda	Date: 12/4/12
FINANCE DEPARTMENT	Approved as to Budget Requirements N/A	Date:
CITY ATTORNEY	Approved as to Form TEB	Date: 11/20/12
CITY MANAGER	Approved Agenda Item for 12/4/12	Date: 11/19 12

COMMISSION ACTION:	☒ Approved As Recommended	☐ Disapproved
	☐ Approved With Modification	☐ Postponed to Time Certain
	☐ Other	☐ Tabled

Approved at the City Commission Meeting
Held on 12/14/12
Voted: 5-0 Initial: JTB