



Notice of Public Meeting Historic Preservation Board

Commission Chambers
155 Corey Avenue, St. Pete Beach, Florida 33706
8/7/2014
3:30 p.m.

Call to Order
Pledge of Allegiance
Roll Call

Regular Meeting Agenda

1. **Changes to the Agenda**– Agenda items to be added, moved or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order.
2. **Audience Comments** - Comments shall be limited to three minutes per person to issues not on the agenda.
3. **Review and Approval of July 17th Meeting Minutes**
4. **Action Items**
 - A. Case #2014-0027
Address: 107 28th Avenue
Request: Application for Certificate of Appropriateness for Demolition
5. **Discussion Items**
 - A. Grant Update
 - B. Pass-a-Grille “Pathway to the Future” Project Update
6. **Adjournment**

APPEAL

If a person decides to appeal any decision made at this meeting, he or she will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT

In Accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than four days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

HISTORIC PRESERVATION BOARD

MINUTES

JULY 17, 2014

3:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:

Martin Lott, Chairman
Ingrid Jacobus, Member
Chris Marone, Member
Sean Hurley, Member

ABSENT:

Tina Douglass, Member (Excused)

ALSO PRESENT:

Chelsey S. Welden, Urban Planner
Jenine Thornley, Recording Secretary

1. Changes to the Agenda

There were no changes to the agenda.

2. Audience Comments

There were no comments from the audience.

3. Review and Approval of June 5, 2014 Minutes

Member Jacobus made a motion to approve the minutes of the June 5, 2014 as written. The motion was seconded by Member Marone and unanimously approved by a voice vote.

4. Action Item

A. Case #2014-0024

Address: 2409 Pass-a-Grille Way

Application for Certificate of Appropriateness for renovations to a locally designated historic structure.

Chairman Martin Lott declared a conflict of interest with Case #2014-0024, and turned the meeting over to Vice Chair Ingrid Jacobus.

Chelsey S. Welden, Urban Planner, reported information background to the previous applicant's renovation proposal and said it now complies with requirements for meeting Certificate of Appropriateness standards.

Derrick Payne, 2409 Pass-a-Grille Way Construction, shared the amended plan with board members. Mr. Payne said construction will include a rear addition, skirting replacement, chimney replacement and reducing the yard setbacks.

Member Hurley made a motion to approve the Certificate of Appropriateness Application for 2409 Pass-a-Grille Way based on staff recommendations. The motion was seconded by Member Marone and unanimously approved by a voice vote.

Ms. Welden added a discussion item to share with members regarding receipt of a \$42,050 grant to resurvey Pass-a-Grille. Contractors and consultants will need to be selected soon, Ms. Welden said, as the project must be completed by June 30, 2015.

5. Adjournment

There being no further business to come before the Board, the meeting was adjourned at 3:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Martin Lott, Chairman

Minutes approved on: _____

Staff Report
Action Item A. – Certificate of Appropriateness for Demolition

Case #: 2014-0027

Applicant: Gisela Garcia-Leyva

Address: 107 28th Avenue

Year Built: 1937/1941

Staff Comments:

This single-family home was considered contributing at the time of the 2003 survey, but is not locally designated. It has been vacant since 2008 and is now in a state of disrepair. There have been a number of code violations at this property over the years (see attached memo from Building Official in charge of Code Enforcement). The City Commission recently came to a settlement agreement with the property owner, which involves the demolition of the structure at the cost of the property owner in lieu of them paying over \$300,000 in code violations. The property owners are currently in bankruptcy court, so it is not economically feasible to renovate the structure. The Historic Preservation Board may not deny the demolition, but it may impose a stay of 30 days.

Motion: "I move to ***approve/impose a 30 day stay of demolition to*** the application for Certificate of Appropriateness for Demolition at 107 28th Avenue."

Appendix

I. Supporting Section from Historic Preservation Division of LDC:

Sec. 28.11. Demolition permits.

(a) Structures that have been designated pursuant to this division and/or buildings considered contributing structures to the National Register Historic District shall not be issued a demolition permit until a Certificate of Appropriateness has been issued for the demolition.

(b) The historic preservation board may not deny a request for a certificate of appropriateness for a demolition permit, but may impose a stay of demolition for up to 90 days for designated structures that have taken advantage of any preservation incentives or up to 30 days for either contributing structures or designated structures that have not taken advantage of any preservation incentives in order to inform the applicant about possible incentives for preservation of the structure or explore possible alternatives to the demolition of the structure. When reviewing a certificate of appropriateness request for the issuance of a demolition permit, the historic preservation board shall consider the following criteria:

(1) The historic or architectural significance of the building.

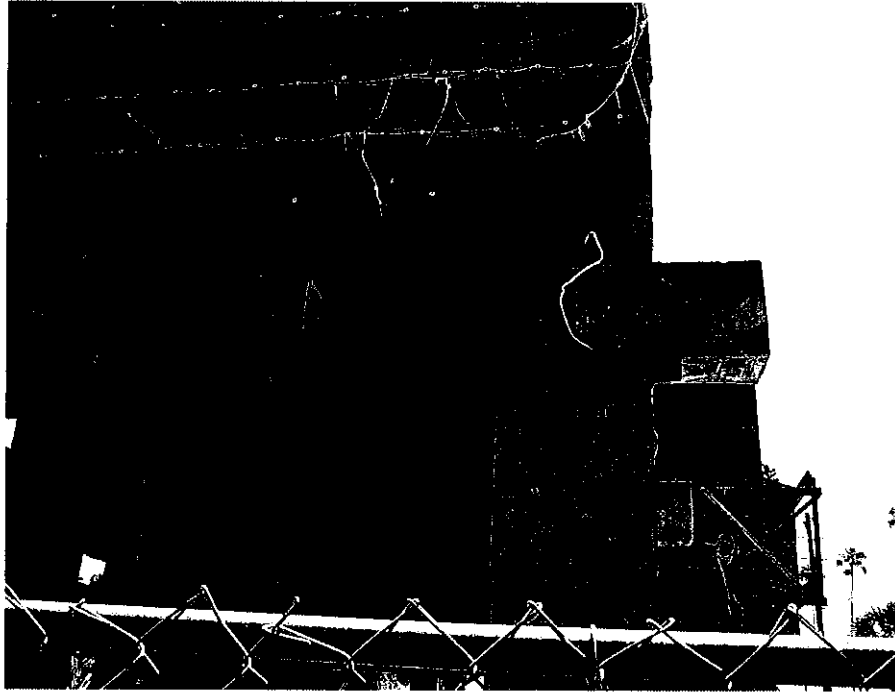
- (2) The importance of the building to the character of a district, if applicable.
- (3) The difficulty or impossibility of reproducing such a building because of its design, texture, material, detail, or unique location.
- (4) Whether the building is one of the last remaining examples of its kind in the neighborhood or city.
- (5) Whether reasonable measures can be taken to save the building.
- (6) Whether the building is capable of earning a reasonable economic return on its value and whether the perpetuation of the building, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

II. Photos:









**OFFICE OF THE
BUILDING OFFICIAL**

Memo

To: Chelsey Weldon, Planner

From: Bruce Cooper, CBO, CFM

CC: file

Date: 7/18/2014

Re: 107 28th, Garcia



Please be advised that the City has a current code enforcement case and daily fines against the above referenced property for an unsafe structure. The fines exceed over \$300,000. This property is currently in the final stage of foreclosure.

The owner obtained a permit to elevate the structure in 2008 and all construction ceased in 2010. The two story home sits on top of a partial elevated lintel and is not tied down. The building has been vacant since 2008 and staff has no knowledge of the condition of the interior. Not alone being a safety hazard, it's been an eyesore for the neighborhood.

The City now has a chance to have this home demolished in lieu of fighting to receive any fines which is unlikely due to two mortgages in excess of the value of the property. I would encourage the Historic Board to approve the demolition of this home.

SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

This Settlement Agreement, (the "Agreement"), made and entered into this 27th day of May, 2014, by and between Gisela Garcia-Leyva, 107 28th Ave., St. Pete Beach, FL 33706 ("Respondent"), who is the owner of the real property more particularly described herein as follows:

Lot 1 and the South 20 feet of Lot 2, Block 1, Colonial Corporation's Replat of Blocks "E", "F", "G", and "H" of Section A of North Pass-A-Grille, according to plat thereof recorded in Plat Book 9, Page 107, Public Records of Pinellas County, Florida, and also known as Parcel ID: 18/32/16/17316/001/0010 ("Property")

and the City of St. Pete Beach, Florida, a Florida Municipal Corporation, with its principal place of business located at City Hall, 155 Corey Avenue, St. Pete Beach, Florida 33706 ("City"). This Agreement is binding on the parties hereto and their successors in interest and assigns.

RECITALS

WHEREAS, the Respondent was brought before the City's Code Enforcement Special Magistrate in case number 20100122; and

WHEREAS, in an order dated September 30, 2010, the Special Magistrate appointed by the City found the above-described real property to be in violation of the City Code of the City of St. Pete Beach; and

WHEREAS, the Special Magistrate imposed a fine in the amount of \$250.00 per day with a retroactive date of August 19, 2010, such Administrative Fine/Lien continuing to accrue until the property was brought into compliance. Additionally, a one-time administrative fee of \$150.00 was added to cover the cost of the hearing before the Special Magistrate; and

WHEREAS, the Administrative Fine/Lien became a lien upon the property described above and other real property owned by Respondent and any personal property of the Respondent as provided by law; and

WHEREAS, the parties desire to bring the Property into compliance by causing the removal of the structure from the Property and to resolve the code enforcement liens on the Property so that the Property maybe sold as contemplated and on the terms and conditions stated herein.

NOW THEREFORE, the parties to this Agreement agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by reference.

2. Respondent shall execute Exhibit "A" hereto and the Respondent shall cause the structure on the Property to be demolished with the City providing the funding to pay the Contractor on that Contract attached hereto as **Exhibit "A"**. In the event the Contractor, which is Howard Jimmie, Inc., ("Contractor"), is unable or unwilling to fulfill its contractual responsibilities to complete the demolition of the structure on the Property pursuant to **Exhibit "A"**, the Respondent shall be responsible for securing the services of a replacement licensed demolition contractor to remove the structure from the Property in a timely manner for a price which shall not exceed the price listed in **Exhibit "A"** hereto and in the event the Respondent fails to demolish the structure with a licensed contractor on or before sixty (60) days from the date of approval of this Agreement, the City may enter into any contract with any licensed contractor to cause the demolition and removal of the structure and any of its contents from the Property at any time thereafter without consultation or involvement from the Respondent.

3. The Respondent shall remove any and all personal property that she wishes to remove from the Property at her sole cost and expense on or before three weeks from the date of approval of this Agreement by the Bankruptcy court judge and if she fails to do so said personal property shall be deemed abandoned and City shall be permitted to cause the same to be removed without interference or objection from Respondent whatsoever.

4. The City agrees to use best efforts to expedite any and all permitting required in order to facilitate this Agreement, including the performance of those services and activities required under **Exhibit "A"** hereto.

5. That Respondent agrees that on or before three weeks from the date of approval of this Agreement by the Bankruptcy court judge to have taken all necessary measures to have electric power and all utilities, including any City gas line if applicable, deleted from the Property as required in **Exhibit "A"** hereto at Respondent's sole cost and expense. Additionally, Respondent shall provide to Contractor and City with a Survey of the Property on the date of removal of all utilities from the property.

6. That after approval of this Agreement, the Respondent agrees to initial, sign and date **Exhibit "A"** hereto and direct her attorneys to forward this proposal to the Contractor with a copy to counsel for the City noting that it is the City's obligation to make payment to Contractor upon Bankruptcy Court approval of this Agreement.

7. That Respondent and City agree that upon execution of this Agreement and approval of the Bankruptcy Court of same, and execution of **Exhibit "A"** as required by Respondent in number 6 above, Contractor or any replacement contractor pursuant to Paragraph 2 above, shall have all structural salvage rights, including, but not limited to, copper pipe and wire, steel and aluminum and mechanical systems contained within the structure and

salvage rights to any and all timbers and any and all personal property remaining within the structure or on the Property before 5:00pm EST on the calendar day no later than three weeks from the date of approval of this agreement by the Bankruptcy court judge.

8. Respondent shall make application to settle the controversies related to and arising out of any and all liens which the City has against the Respondent before the U.S. Bankruptcy Court, Middle District of Florida.

9. The City has agreed to initially bear the costs of demolition in **Exhibit "A"** hereto, or such other costs pursuant Paragraph 2 above are necessary, and the Respondent agrees to seek permission from the U.S. Bankruptcy Court to repay Respondent for the demolition costs as follows:

The \$9,000.00 total cost, or such additional costs as required by Paragraph 2 above, shall be repaid to the City out of first available funds from the sale of the Property at closing.

10. The City agrees and acknowledges it may not demolish the structure(s) or remove any personal property from the Property without the Bankruptcy Court's approval of this Agreement.

11. The City agrees to execute a Partial Release of Order Imposing Administrative Fine/Lien in the form attached hereto as **Exhibit "B"** when requested by counsel for the Respondent, or any title company of Respondent, to facilitate any closing of the Property as well as any real property owned by the Respondent to an unrelated person or entity pursuant to the approved Bankruptcy Plan of the Respondent and pursuant to U.S. Bankruptcy Court approval such that the closing occurs with the release of any and all lien(s) of the City at closing to be held in escrow until such closing of the Property on the terms stated herein.

12. That once the Property is sold to a third party buyer not related to the Respondent, the City agrees to execute and deliver to the title company that Release and Satisfaction of Administrative Fine/Lien in the form attached hereto **Exhibit "C"**, or such other form as the Respondent's title company may require to cause a complete release and satisfaction of any and all City liens against the Respondent to be forever discharged and satisfied and reduced to zero against any real or personal property of the Respondent to be held in escrow until such closing of the Property on the terms stated herein.

13. That in furtherance of this Agreement and in order to ensure its successful completion according to its terms, the City agrees not to oppose the Bankruptcy Plan to be submitted by the Respondent provided that the Respondent incorporates the \$9,000.00 monetary obligation, or such other monetary obligations required by Paragraph 2 above, to the City as described in this Agreement and the requirement that the Property at 107 28th Ave., St.

Pete Beach, Florida be sold to a third party buyer not related to the Respondent as part of the Bankruptcy Plan.

14. That Respondent, for and in consideration of the foregoing Agreement, has remised, released and forever discharged and by these presence does remise, release, acquit, satisfy and forever discharge City of and from all, and any manner of action and actions, cause or causes of action, in law or in equity, which it may have had, now or which it hereafter can, shall or may have, that arose out of the code enforcement proceedings, unsafe building abatement proceedings, and subsequent demolition of the structure on the Property or any other matter relating to or arising out of the Respondent's ownership, use or possession of the Property.

15. Respondent warrants that she is the sole owner of the Property with the capacity to grant the City permission to destroy and remove the structure as described herein.

16. Each party shall bear their own attorneys' fees and court costs or any other costs existing or arising out of this Agreement.

17. This Agreement shall be governed by the laws of the State of Florida. Venue for any state action shall lie solely in the Sixth Judicial Circuit Court in and for Pinellas County and for any federal action shall lie solely in the Middle District of Florida, Tampa Division.

18. In the event that any party to this Agreement takes any legal action to enforce its provisions, the prevailing party of that legal action will recover its attorney's fees and costs from the party against whom said action is taken. This Agreement constitutes the entire Agreement between the parties, and this Agreement was freely and voluntarily entered into by both parties.

19. In the event that any condition, covenant, or any provision contained in this Agreement is held to be invalid, unenforceable, or void by any court of competent jurisdiction, same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other condition, covenant, or provision herein contained, as the remainder of the Agreement shall continue to be valid and enforceable.

20. This Agreement shall be in full force and effect as of the date executed by both parties and ratified by the City Commission of the City of St. Pete Beach and approved by the U.S. Bankruptcy Court in Case No. 8:13-bk-05818-MGW.

21. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute one complete Agreement. The undersigned further agree that this Agreement may be transmitted between them by facsimile or by e-mail with attached .PDF files, and the parties further intend that faxed or e-mailed signatures constitute original signatures and that a faxed or e-mailed Agreement (whether one or more counterparts)

containing the original signatures (original, faxed or e-mailed) of all the Parties is binding on the Parties.

22. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. The parties agree that this Agreement was jointly negotiated and drafted by the parties and shall not be construed by a court of law against any of the parties as the drafter thereof.

23. All parties to this Agreement represent and warrant that they have full authorization to enter into the terms and conditions contained herein subject to conditions precedent of Paragraphs 20 and 26 and further represent and warrant that they have not and will not assign, transfer or hypothecate any claims, causes of action or rights relating to any claims being released or impacted pursuant to the terms and condition of this Agreement.

24. Subject to the terms and conditions of this Agreement, each of the parties hereto shall use its best efforts to take, or cause to be taken, all actions and obligations, or cause to be done, all things necessary or desirable to consummate the transactions provided for in this Agreement.

25. Each of the parties to this Agreement will cooperate with the other parties to this Agreement to execute and deliver to the other parties as the case may be such other instruments and documents and take such other necessary actions as may be reasonably requested or necessary from time to time by the other parties to this Agreement to carry out and to confirm the intended purposes of this Agreement.

26. The parties agree and expressly recognize this Agreement is conditioned upon the approval of the City of St. Pete Beach City Commission and U.S. Bankruptcy Court approval.

SIGNATURE PAGES TO FOLLOW

Witness

Gisela Garcia-Leyva

Witness

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Gisela Garcia-Leyva, who is personally known to me or who produced _____ as identification and who did take an oath.

My Commission Expires:

Signature of Notary

Printed Name: _____

Witness

Elaine Edmunds, Interim City Manager
City of St. Pete Beach

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Elaine Edmunds, Interim City Manager, who is personally known to me or who produced _____ as identification and who did take an oath.

My Commission Expires:

Signature of Notary

Printed Name: _____

**HOWARD JIMMIE, INC.
DEMOLITION CONTRACTOR**

607 Madison St
Clearwater, Florida 34633
(727) 443-1443 Fax (727) 441-7136 P.C.L.B. # C0976

CONTRACT

Property Location 107 28th Ave, St Petersburg Beach, FL 33706 (Pass-a-Grille)

Legal Description 18-32-16-17316-001-0010

Owner or Person to Contact Gisela Garcia-Layva
c/o Atty. Richard Halden
Ph# 727-771-7888 / Fax 727-771-7899

Square Foot Approx. 1,939 sq ft (Pinellas Property Appraiser)

Hazardous Material No. Type: N/A

Description of Work

We agree to do a complete demolition of the two story, single family structure, at the above listed address. We will obtain the demolition permit, install silt barrier/erosion control fence and cut and cap the sewer line as required. All demolition debris will be transported to the landfill. All concrete materials will go to the recycling plant. The landfill fees will be our responsibility and are included in the contract price. There will be NO removal of trees as a part of this contract. The area will be rough graded, following the demolition. We will make every effort to avoid damage to the City sidewalk, however we will not be responsible for damage which may occur during the movement of equipment and trucks to and from the job site.

Owners' responsibilities: Have electric power and utilities, including City Gas line (if applies), deleted from location; provide a property survey as required for permitting; obtain a Bond concerning said requirements for City of St. Pete Beach.

**** Acceptance of Contract:** We have read and understand the scope of work and description as listed above. Howard Jimmies Inc. is hereby authorized to perform these services as written. We retain all structural salvage rights, including copper pipe and wire, steel and aluminum and mechanical systems contained within the structure.

Payment to be made immediately on completion of demolition.

Initial _____ Date ____/____/____

Date of Quote 03/10/14

Total Price Demo \$ 9,000.00

Person Howard R Jimmie
Quoting

Proposed 5 working days
Completion Date

Owners Printed Name

Owners Signature Date

HOWARD JIMMIE, INC.
Contractor

Contractors
Signature

No modification of this Contract will be effective unless it is in writing and it is signed by both parties. This contract binds and benefits both parties and any successors. This is of the essence of this contract. This document, including any attachments, is the entire agreement between

EXHIBIT A



Application for Certificate of Appropriateness

FOR OFFICE USE ONLY	
Date <u>6/16/14</u>	Application Number <u>2014 0027</u>
Bldg. Permit No. _____	Date _____
Other _____	
PIN: _____	

GENERAL INFORMATION (filled out by applicant)

Owner Name & Address

Gisela Garcia-Leyva

211 4th Ave. N.

St. Petersburg, FL 33701

Phone (727) 385-9230

Representative Name & Address

Richard T. Heiden, Esq., Richard T. Heiden, P.A.

2723 State Road 580

Clearwater, FL 33761

Phone (727) 771-788

Property Address and Legal Description

107 28th Ave. N., St. Pete Beach, FL 33706; See attached Quitclaim Deed for Legal Description

Is the property part of a previously approved development proposal?

☐ Yes

☒ No

If yes, provide the case number _____

TYPE OF ACTIVITY

New

Construction

Addition

Demolition

X

Rehabilitation

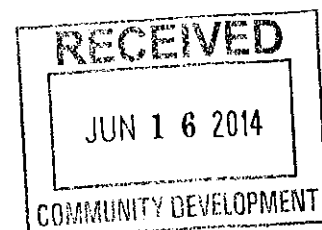
Relocation

Explain what changes will be made and how they will be accomplished. Submit detailed plans and elevation drawings and specifications to support the written

description. The existing structures are to be demolished pursuant to the Settlement Agreement between the property owner and

the City of St. Pete Beach that was approved by the City's of St. Pete Beach Commission on May 27, 2014 subject to the homeowner obtaining

a Certificate of Appropriateness from the City of St. Pete Beach's Historical Preservation Committee.



Please describe proposed building materials and manufacturers of materials. Attach product brochure if available.

Example: Windows- Jeldwen "Tradition Plus" wood clad, double hung, 2/2 divided lite

Exterior material/siding
Windows
Doors
Roofing
Entrances/Porches

Owner Attestation: The information on this application represents an accurate description of the proposed work and the undersigned has omitted nothing which might affect the decision of the Historic Preservation Board. The undersigned hereby certifies that the project described in this application, as detailed by plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that approval of this application by the Historic Preservation Board in no way constitutes approval of building permit or other required City permit approvals.

Cecilia E. Segura
Applicant (owner of property) signature

6/04/14
Date