



Conditional Use – No New Construction

Property address or Location 1123 Hernando Street, Fort Pierce, FL 34949

Parcel ID #(s) 2401-811-0018-000-6

Project description Request to rentals monthly in an R4A zone

Tiffany & David Wood
Property Owner(s)

Tiffany & David Wood
Applicant/Representative, Title, Company

1123 Hernando Street
Street Address

9 Curl Drive
Street Address

Fort Pierce, FL 34949
City, State, Zip

Corona del Mar, CA 92625
City, State, Zip

sirdone@msn.com
Email Address

sirdone@msn.com
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Tiffany Wood David Wood 11/10/16
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification.

Signature of Notary _____ (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 4345 sq.ft. Parking Spaces: 4-5 – having a duplex with two driveways that fit 2 cars in each we added a circular section connecting them.

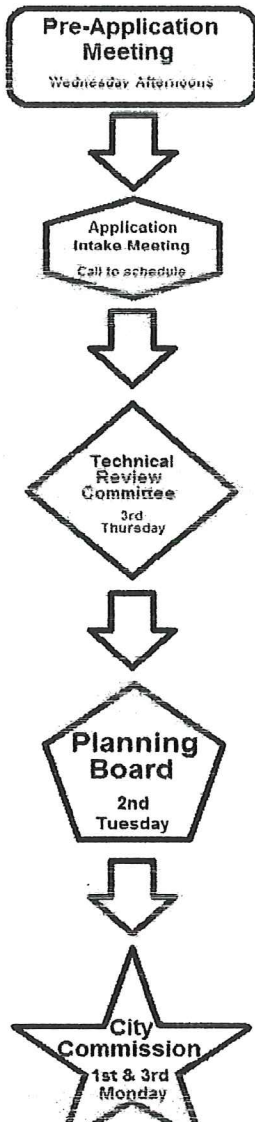
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
R4A- medium density residential	R4A- medium density residential	R4A- medium density residential	R2 – residential

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



Date: November 10, 2016

To: City of Ft. Pierce Planning Department

From: Tiffany & David Wood

RE: 1123 Hernando Street
Conditional Use Permit Application – Monthly Rentals

Dear Sir/Madam,

When I originally spoke with Mr. Kori Benton I thought I was going to be requesting a Conditional Use Permit (CUP) for weekly rentals but after having conducted a neighborhood poll (see “Hello Letter” attached) I found the general consensus to be monthly tenants verses weekly. Hearing statements like:

“your guests are always very nice and respectful and your home is the gem of the neighborhood but we feel vacationers come with lots of energy and enthusiasm and that never seems to die down when you have weekly turnovers”

We honestly never considered that until now. So, at this time we would like to request a CUP for renting our beach home on a monthly basis, at a minimum.

Please consider the following conditions when reviewing this application:

1. Zoned R4A – Medium Density / Residential – our road is all R4A which includes: 10 – 2 units, 1 - 5 units apartment, 1- 3 units, 6 – 1 unit and 1 – parcel (see Tab 3).
2. We have developed a comprehensive rental model that includes:
 - Owner to Guest “*screening interview*” prior to accepting rental agreement
 - four (4) page lease agreement depicting, amongst other things, maximum occupancy, rental rules, rates, etc. (see Tab5)
 - Property Manager “*meets and greets*” every guest upon arrival.
 - Property Manager owns and lives on the road directly/diagonally behind our beach home ensuring EVERY GUEST is being what we term “Mindful Guests” following the City ordinances & laws to the fullest and respecting the neighborhood.
3. We have a weekly team that maintains the property regardless of occupancy (cleaning service, pool service, landscaping, and maintenance contractor). Due to the successful occupancy rate of this home we have been able to employ them for the past several years.
4. We have a circular driveway that can handle up to 5 vehicles (see Tab 4)
5. We maintain two (2) separate utilities for the home including garbage, water, electric, etc. so as to prevent excessive use occurring.

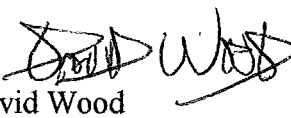
6. Monthly rentals generate tax revenue for the city vs. 6+ monthly rentals do not.

In conclusion, we are requesting a monthly CUP because we have proven to be responsible owners that maintain **FULL** control over every aspect of this process and at no time do we allow a website to accept rental agreements or take money on our behalf.

If you have any questions, please feel free to contact me at 352-586-9260 or email: sirdone@msn.com.

Thank you for your time and consideration.


Tiffany Wood


David Wood

cc: Isaac Saucedo, Code Enforcement Officer

Property Identification

Site Address: 1123
HERNANDO ST
Map ID: 24/01H

Parcel ID:
2401-811-0018-000-6
Zoning: R4A

Account #: 15638
Use Type: 0800

Sec/Town/Range:
01/35S/40E
Jurisdiction: Fort Pierce

Ownership

David C Wood
Tiffany M Wood
1123 Hernando St
Fort Pierce, FL 34949

Legal Description

TROPICAL BEACH BLK 3 LOT 18 (OR 2234-2779)

Current Values

Just/Market: \$199,700 Assessed: \$172,788
Exemptions: \$0 Taxable: \$172,788

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$199,700	\$172,788	\$0	\$172,788
2015	\$160,800	\$157,080	\$0	\$157,080
2014	\$142,800	\$142,800	\$0	\$142,800

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
05-03-2005	2234 / 2779	XX00	WD	Bollbach, Roy	\$450,000
02-01-1985	0456 / 0590	XX00	CV		\$89,000
02-01-1985	0456 / 0589	XX00	CV		\$89,000

Primary Building Information

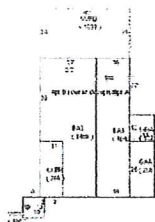
Finished Area of this building: 2,509 SF
Gross Area of this building: 4,345 SF

Exterior Data

View: Roof Cover: Fibrglss Shg Roof Structure: Gable Building Type: MFH
Year Built: 1971 Frame: Grade: MFAQ Effective Year: 1971
Primary Wall: CB Stucco Story Height: 1 Story No. Units: 2 Secondary Wall:

Interior Data

Bedrooms: 4 A/C %: 100% Electric: MAXIMUM Primary Int Wall:
Full Baths: 4 Heated %: 100% Heat Type: FrcdHotAir Avg Hgt/Floor: 0
Half Baths: 0 Sprinkled %: 0% Heat Fuel: ELEC Primary Floors: Wood Laminat



Total Areas

Finished/Under Air (SF):	2,509
Gross Area (SF):	4,345
Land Size (acres):	0.2
Land Size (SF):	8,750
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
VINYLFENCE6'	1	195	2005
SPA-HOT TUB	1	64	2007
POOL DK-GOOD	1	680	2007
RES POOL AVGT	1	288	2007

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Permits

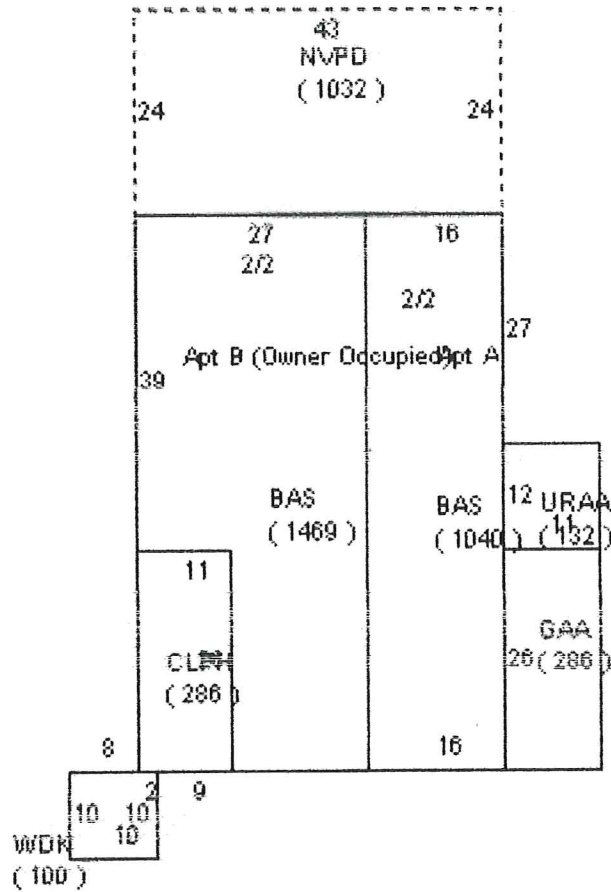
Number	Date	Description	Amount	Fee
F89000207S	Mar 1, 1989	Additions to existing construction	\$100	\$100
RF200473	Jun 21, 2004	Roof	\$7,000	\$195
FE200513	May 2, 2005	Fence	\$900	\$75
FE2005136	Nov 1, 2005	Fence	\$2,000	\$100
SE200657	Mar 7, 2007	Enclosure	\$9,448	\$0
0700000632	Sep 17, 2007	Pool	\$15,000	\$225
BP09-1428	Oct 6, 2010	Alterations/Remodeling	\$900	\$50
bp10-2538	May 9, 2011	Alterations/Remodeling	\$1,800	\$83
BP11-0501	Jun 10, 2011	Driveway	\$2,300	\$79
BP12-0947	Jul 12, 2012	Air Conditioning Only	\$4,687	\$155
BP12-1171	Jul 17, 2012	Air Conditioning Only	\$4,689	\$170

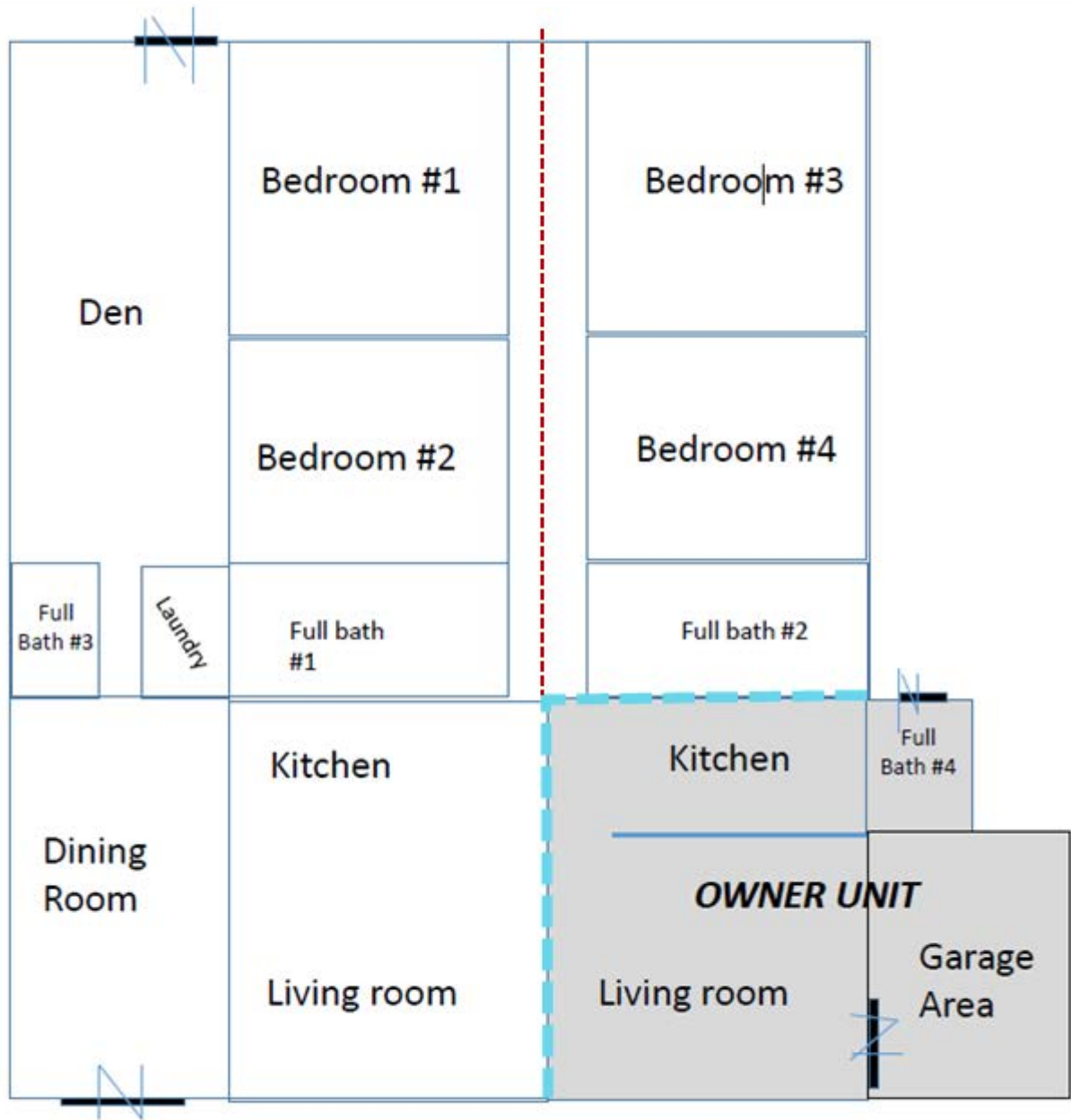
Notice: This does not necessarily represent all the permits for this property.
 Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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<http://www.paslc.org/ImageSketch/api/sketches/15638/16967>





* Floor Plan subject to verification of permitting



Hello Hutchinson Island Neighbors,

As you may be aware we have been renting our home at 1123 Hernando Street, as a short-term rental since being transferred out of state due to work. We are looking to get your feedback on how you feel about short term rentals and if our guests have been as respectful towards you and our neighborhood as they have been towards our property. Your opinion matters because we love our beach home and our community and want to maintain the integrity of both.

If you would like to view the home please go to www.homeaway.com/3025396

We look forward to hearing from you and thank you for your time.

Please return your comments to:

Tiffany Wood

sirdone@msn.com

9 Curl Drive, Corona del Mar, CA 92625

352-586-9260

Name:

Address:

Booking Confirmation

Dear

Thank you for choosing our home for your vacation. We look forward to your stay with us.

The property is located at:

1123 Hernando Street
Fort Pierce, Florida 34949

Your confirmation is as follows:

Check-in date: Tuesday, November 1, 2016 after 3pm EST

Check-out date: Wednesday, November 30, 2016 by 11am EST

Number of adults: 6

Number of children: 0

Your reservation/security deposit of \$500 needs to be paid in full via MasterCard, Discover, Visa or American Express to reserve the dates requested.

11/01/16-11/30/16	\$	<u> </u>
Cleaning fee	\$	<u> 0</u>
Lodging Tax (11.5%)	\$	<u> </u>
TOTAL Due		\$8652.15

Note: the pool and spa heating is an additional \$155 fee and can be added at time of check-in.

The total payment is due on or before day of arrival (11/01/16) again by way of credit card.

I have included a Short Term Rental Agreement for your review. Please sign and return the agreement via email or postal mail to:

9 Curl Drive
Corona Del Mar, CA 92625

Within 30 days of Check-in I will email you directions to the home, a Check-in list and a set of instructions on how to access the keys.

Please feel free to contact me should you have any questions.

Thanks you and have a great vacation!

Tiffany M. Wood

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "*Agreement*") is made by and between Tiffany Wood ("*Homeowner*") and _____ ("*Guest*") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

1123 Hernando Street, Fort Pierce, Florida 34949

The property is furnished and includes fully stocked home (see attached itemized list).

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of 'primary' guests is limited to 6 adults and 0 children.

The beach home is limited to a maximum number of 10 people due to the size of the home, pool, and property. This allows us to keep the rental costs down, and to not pass on the fees of our pool and cleaning contractors to you. For this reason, we will charge \$300 per day for **any additional** occupants found.

4. Term of the Lease. The lease begins at 3:00 p.m. on November 01, 2016 (the "*Check-in Date*") and ends at 11:00 a.m. on November 30, 2016 (the "*Checkout Date*").

5. Minimum Stay: This property requires a 7 night minimum stay. Longer stays may be required during holiday periods. If a rental is taken for less than 7 days, the guest will be charged \$300 per night rate.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall require all members of the rental party and any Guest permitted on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Deposit: A reservation/security deposit of \$500 is due upon making the reservation.

The deposit is for reserving the date as well as security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

If the premise appears dirty or damaged upon Check-in, Guest shall inform Managing Agent or Homeowner immediately.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the \$500 reservation/security deposit will be refunded as follows:

- 0% penalty if cancelling greater than 60 days prior to the Check-in Date
- 50% penalty if cancelling within 60 days prior to the Check-in Date
- 100% penalty if cancelling within 30 days prior to the Check-in Date

10. Insurance: We encourage all renters to purchase traveler insurance.

11. Payment: Acceptable methods of payment are via credit cards (Mastercard, Visa, Discover and American Express. You will receive an invoice from squareup.com requesting reservation deposit payment. Please fill out your credit card information to process payment.

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

Tiffany Wood

Name (print) _____

Name (print): _____

Date: 10/01/16

Date: _____

Phone # (during stay):

Phone # (during stay):

352-586-9260

Exhibit A

RENTAL RULES

1. **MINDFUL GUESTS** – remember this is a residential community that deserves your respect and consideration at our home. Loud, late night celebrations and excessive noises will not be tolerated or permitted.
2. **NO SMOKING** in the home at any time. You are welcome to smoke outside only.
3. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person on the property is the sole responsibility of Guest.
4. This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
5. Keep the property and all furnishings in good order.
6. Only use appliances for their intended use.
7. Pets: Dogs **only** permitted on premises with prior homeowner approval and with the **Pet Addendum** completed.
8. Parking: Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the units.
10. Hot Tub: No children under the age of 18 permitted in hot tub without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. **DO NOT STAND, JUMP FROM or use the hot tub in any position other than seated.**
11. Pool Equipment – we have had the pool serviced every Thursday by the same company for several years. Due to the sensitivity of the pool equipment, should there be any tampering with ANY of the equipment, heaters, filters, buttons, timers, etc other than what is authorized, there will be a **\$75 service charge reduced from security** to have the pool company come out and reset the equipment – so please no tampering.
12. Keys Returned – there is a \$50 fee for any keys that are not returned at the end of your stay.
13. The property is limited to a maximum number of 10 people due to the size of the home, pool, and property. This allows us to keep the rental costs down, and not have to pass on the fees of our pool and cleaning contractors to you. **For this reason, we will charge \$300 per day for any additional occupants found.**