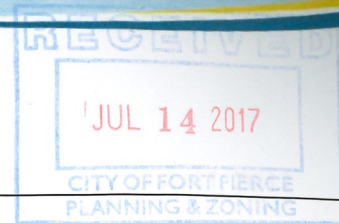




DEVELOPMENT REVIEW



Property address or Location 601 Seaway Drive, Fort Pierce, FL

Parcel ID #(s) 2402-312-0001-000-5 & 2402-331-0002-000-1

Project description Causeway Cove

G Flash GP Inc (TR), Harold Smyth, Smyth Builders

Leo D. Giangrande, P.E., Giangrande Engineering & Planning

Property Owner(s)

Applicant/Representative, Title, Company

1611 Surfside Dr

73 SW Flagler Ave

Street Address

Street Address

Fort Pierce FL 34949

Stuart FL 34994

City State Zip

City State Zip

(772) 201-8230

(772) 888-9076

Phone Number

Phone Number

smythbuild@gmail.com

leo@gep-llc.com

Email Address

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. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.

[Handwritten Signature]

Property Owner(s) Signature(s)

STATE OF FLORIDA -- M. FLEMING COUNTY

The foregoing instrument was acknowledged before me this 13th day of JULY, 2017, by

LEO GIAGRANDE who is personally known to me or has produced

personally known as identification.

[Handwritten Signature]
Signature of Notary LARRY M. STEWART



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 _____

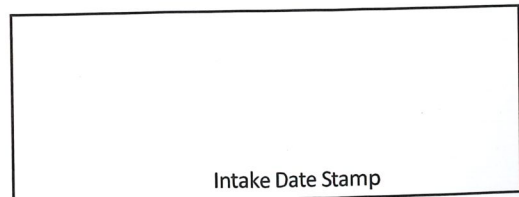
Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____





DEVELOPMENT REVIEW

General Information

- Incomplete application packets cannot be accepted.
- Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type			
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment	
<input type="checkbox"/> Conceptual Development Plan		<input type="checkbox"/> Minor Amendment	

Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: _____

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

North	South	East	West

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Warranty Deed
- SLC Property Record Card
- Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- General location map (see Section 22-58.d.2)
- Survey (see Section 22-58.d.3)
- Site Plan (see Section 22-58.d.4)
- Landscaping Plan (see Section 22-187)
- Storm Drainage Plan (see Section 22-58.d.6)
- Environmental Impact Report
- Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- Lighting Plan (see Section 22-58.d.8)
- Design Review submittals (see Design Review application)
- Traffic Impact Report
- Concurrency Review submittals (see Concurrency Review application)



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

DEVELOPMENT REVIEW

Property address or Location 601 and Seaway Drive, Fort Pierce, FL 34949
Parcel ID #(s) 2402-312-0001-000-5 and 2402-331-0002-000-1
Project description Causeway Cove - 198 boat slips, 29 boat moorings, Marina, dockmasters residence, ships store, bathrooms, laundry

G. Flash G.P., Inc.
Property Owner(s)
306 Worth Ave, Suite 4
Street Address
Palm Beach, FL 33480
City State Zip
561-267-2636
Phone Number
bizashton@gmail.com
Email Address

Harold H. Smyth, Representative
Applicant/Representative, Title, Company
P.O. Box 13088
Street Address
Fort Pierce, FL 34979
City State Zip
772-489-0168
Phone Number
smythbuild@aol.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.

Peter Harrison, Agent

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 22 day of October, 2015, by Peter Harrison who is personally known to me or has produced _____ as identification.

Laura R. Cubbedge
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

Property Identification

Site Address: 601
SEAWAY DR
Map ID: 24/02S

Parcel ID: 2402-312-0001-
000-5
Zoning: R3

Account #: 15792
Use Type: 1000

Sec/Town/Range:
02/35S/40E
Jurisdiction: Fort Pierce

Ownership

G Flash GP Inc (TR)
% Peter Harrison
23285 Orange Ave
Fort Pierce, FL 34945

Legal Description

2 35 40 FROM REF PT IN E END OF S BRIDGE, SD PT BEING A CROSS IN DECK OF AFORESD BRIDGE RUN N 64 50 00 E ALG C/L SEAWAY DR 525 FT, TH S 25 09 E 154.91 FT TO S R/W SEAWAY DR AND POB, TH CONT S 656.44 FT TO HWM IND RIVER, TH MEANDER SHORE N 70 49 E 564.9 FT, TH N 55 30 00 E 482.41 FT, TH N 25 10 00 W 159.50 FT, TH N 64 50 00 E 12 FT, TH N 25 10 00 W 500 FT, TH S 64 50 00 W 12 FT, TH N 25 10 00 W 73.5 FT TO S R/W LI SEAWAY DR, TH S 62 52 16 W ALG S R/W LI 294.42 FT, TH SWLY ALG S R/W LI 50.34 FT, TH SLY ALG R/W LI 49.64 FT, TH SWLY ALG S R/W LI 708.38 FT TO POB (17.43 AC) (OR 1674-1067)

Current Values

Just/Market: \$4,009,100 Assessed: \$4,009,100
Exemptions: \$0 Taxable: \$4,009,100

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	\$4,009,100	\$4,009,100	\$0	\$4,009,100
2014	\$4,009,100	\$4,009,100	\$0	\$4,009,100
2013	\$4,009,100	\$4,009,100	\$0	\$4,009,100

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-31-2003	1674 / 1067	02	DE	De Peyster III, Ashton	\$100
06-28-1995	0963 / 2409	02	WD	FINANCIAL BENEFIT LIFE INS CO	\$3,590,000
03-25-1993	0833 / 2523	01	WD	VAP/CAUSEWAY LTD	\$3,394,300

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image
or
Sketch
unavailable
for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	17.43
Land Size (SF):	759,036
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASP2 LOW	1	1000	1900
CONCRETE LOW	1	1000	1900
ASP2 LOW	1	1000	1900
CHAINLINK 6'	1	3360	2004

Property Identification

Site Address: SEAWAY
DR
Map ID: 24/02S

Parcel ID: 2402-331-0002-
000-1
Zoning: R3

Account #: 174508
Use Type: 9900

Sec/Town/Range:
02/35S/40E
Jurisdiction: Fort Pierce

Ownership

G Flash GP Inc (TR)
23285 Orange Dr
Fort Pierce, FL 34945

Legal Description

2 35 40 FROM PT OF REFERENCE IN E END OF S BRIDGE SD PT BEING A CROSS IN DECK IN AFORESD BRIDGE RUN N 64 50 E ALG C/L SEAWAY DR 525 FT,TH S 25 09 E 811.35 FT TO HWM IND RIV AND POB,TH CONT S 25 09 E 1088.65 FT,TH N 64 50 E 1038.16 FT,TH N 25 10 W 1108.01 FT TO HWM OF IND RIV,TH S 55 30 W MEANDERING SHORELI 482.41 FT,TH S 70 49 W 564.9 FT TO POB (SUBMERGED LAND) (25.39 AC) (OR 1674-1067)

Current Values

Just/Market: \$1,500 Assessed: \$1,500
Exemptions: \$0 Taxable: \$1,500

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	\$1,500	\$1,500	\$0	\$1,500
2014	\$1,500	\$1,500	\$0	\$1,500
2013	\$1,500	\$1,500	\$0	\$1,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-31-2003	1674 / 1067	02	DE	De Peyster III,Ashton	\$100

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image
or
Sketch
unavailable
for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	25.39
Land Size (SF):	1,105,989
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
SEAWALL WOOD	1	200	1995

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2171786 OR BOOK 1674 PAGE 1067
Recorded: 03/14/03 15:17

* Doc Assump: \$ 0.00
* Doc Tax : \$ 0.70
* Int Tax : \$ 0.00

This instrument prepared without examination
of title at the request of the parties
by (and return to):
Richard S. Webb, IV, Esq.
Lutz, Webb & Bobo, P.A.
2 North Tamiami Trail, #500
Sarasota, Florida 34236
877-951-1800

REL.

COPY

DEED TO TRUSTEE

THIS INDENTURE, made this 31st day of January, 2003, by and between ASHTON DePEYSTER (hereinafter referred to as "Grantor") and G. FLASH G.P., INC., a Florida corporation, Trustee, under unrecorded Land Trust Agreement dated December 13, 2002 (hereinafter referred to as "Trustee"), whose post office address is c/o DePeyster, 306 Worth Avenue, Palm Beach, Florida 33480.

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by Trustee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, his successors and assigns, forever that certain real property situated in St. Lucie County, Florida, and more particularly described as follows, to wit:

Exhibit "A" attached hereto and made a part hereof

This conveyance is subject to taxes for 2003 and subsequent years, existing mortgages and all valid and existing easements, restrictions and reservations of record, none of which shall be reimposed hereby.

This conveyance is made for no consideration and is exempt from documentary stamp tax pursuant to the provisions of Rule 12B.4.013(32)(a), Florida Administrative Code, as the Grantor is the sole beneficiary under the Land Trust Agreement referenced above.

COPY

OR BOOK 1674 PAGE 1068

TOGETHER WITH, all appurtenances, privileges, rights, interests, reversions, remainders and easements thereunto appertaining (all of the foregoing being hereinafter alternatively referred to as the "real estate" or the "property").

TO HAVE AND TO HOLD the above described real estate with the following powers and for the following uses and purposes:

1. The Trustee is vested with full rights of ownership over the above described real estate and any part of it and the Trustee is specifically granted and given the full power and authority (without limiting the foregoing):

(a) To protect and conserve said real estate or any part of it and improvements located thereon and to pay the taxes assessed thereon;

(b) To sell and convey said real estate, or any part of it for cash or on credit, at public or private sale, to exchange said real estate or any part of it, for other property and grant options to sell said real estate or any part of it, and to determine the price and terms of such sales, exchanges and options;

- (c) To execute leases and subleases of said real estate or any part of it for terms as long as 200 years, to subdivide or improve said real estate or any part of it and tear down or alter improvements thereon, to grant easements, licences, charges and other use rights, give consents and make contracts relating to said real estate or any part of it or its use, to release or dedicate any interest in said real estate and to submit said real estate or any part of it to condominium ownership;

- (d) To borrow money and to mortgage, pledge or otherwise encumber any part or all of said real estate to secure payment thereof;

(e) To otherwise manage, control, develop, operate and dispose of said real estate or any part thereof, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, or any part thereof, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes;

- (f) To convey to a successor or successors in trust and to grant to such successor or successors all of the title, estate, powers, privileges and authorities vested in the Trustee.

2. The Trustee shall hold said real estate and make distributions of said real estate or the proceeds derived therefrom in accordance with the terms, conditions and provisions of that certain aforementioned unrecorded Land Trust Agreement, collateral hereto, dated December 13, 2002.

COPY

OR BOOK 1674 PAGE 1069

3. In no case shall any party dealing with the Trustee in relation to said real estate, or any part of it, or to whom the real estate, any part of it, or any interests therein shall be conveyed, transferred, assigned, contracted to be sold, leased, mortgaged, or otherwise encumbered by said Trustee, be obligated to see to the application or disposition of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, [or be obliged to inquire into the identification or status of any beneficiary under this Deed, or their heirs or assigns, or any collateral instrument,] [or be obliged to inquire into or ascertain the authority of the Trustee to act within and exercise the powers granted by this Deed,] or said Trust, [or be obliged to inquire into the adequacy or disposition of any consideration, if any, paid to the Trustee,] [or be obliged to inquire into any of the provisions of said unrecorded Trust Agreement, collateral hereto, and any amendments thereto,] and every deed, trust deed, mortgage, lease, easement, license, condominium declaration, or any other instrument executed by said Trustee in relation of said real estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, mortgage, lease, easement, license, condominium declaration or other instrument (a) That at the time of its execution and delivery the trust created by this indenture and by the Trust Agreement was in full force and effect; (b) That such conveyance, mortgage, lease, easement, license, condominium declaration or other instrument was executed in accordance with the trust conditions and limitation contained in this Deed and in the Trust Agreement and is binding upon any and all beneficiaries under such instrument; (c) The said Trustee was duly authorized and empowered to execute and deliver every such conveyance, lease, mortgage, easement, license, condominium declaration, or other instrument; and (d) That if a conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the right, title, estates, powers, authorities, duties and privileges of the predecessor in trust and the trust.
4. The Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement and any amendment thereto, collateral hereto, shall be personal property only.
5. The Grantor recites that this conveyance is made pursuant to and in conformance with the provisions of Section 689.071 of the Florida Statutes.
6. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon him binding.
7. Any Trustee named hereunder shall serve without bond.
8. The Trustee hereunder may resign. In the event of the dissolution, resignation or insolvency of the Trustee, the beneficiaries of the Trust may designate a successor trustee by a majority vote of the beneficiaries of the Trust at the time of such resignation, dissolution or insolvency. Upon the resignation, dissolution or insolvency of the Trustee, the recording of an affidavit in the Public Records of St. Lucie County, Florida, by the successor or substitute

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OR BOOK 1674 PAGE 1070

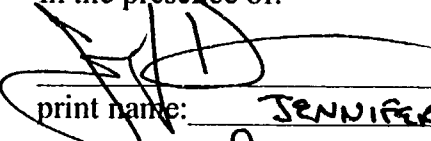
Trustee joined by a majority of the beneficiaries of the Trust reciting that the predecessor Trustee has either resigned, has been dissolved or is insolvent and that the successor trustee has been appointed by a majority vote of the Trust beneficiaries, shall be conclusive evidence in favor of every person dealing with such successor or substitute Trustee in relation to said real estate of such fact, and that such successor or substitute Trustee is fully vested with all the right, title, estates, powers, authorities, duties and privilege of the predecessor Trustee and of the trust.

9. Grantor, does hereby convey all right, title and interest of Grantor.

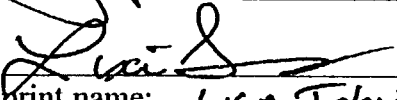
10. Grantor does hereby warrant the title to said real property and will defend the title against lawful claims of all persons whomsoever; and further warrants that the said real property is free of all encumbrances except taxes for 2003 and subsequent years, existing mortgages, and all valid and existing easements and restrictions and reservations of record.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the date first above written.

In the presence of:


print name: JENNIFER DELBY


Ashton DePeyster



print name: LISA Tobin

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31 day of January, 2003, by Ashton DePeyster,

who is personally known to me,
 who has produced _____ as identification

and who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.


NOTARY PUBLIC

Print _____
State of Florida, Large (Seal) Richardson
My Commission Expires. May 6, 2004 CC904533 EXPIRES
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

(Being a parcel of land lying in Section 2, Township 35 South, Range 40 East, St. Lucie County, Florida, and being described as:)

Commencing at the Southwest corner of Section 3, Township 35 South, Range 40 East, thence East 2240 feet; thence North 720 feet; thence North 70 degrees 58 1/2 minutes East, 1200 feet; thence South 19 degrees 01 1/2 minutes East, 85 feet; thence North 70 degrees 16 minutes East, 2009.5 feet to a Point of Reference on the East end of existing State highway bridge across the Indian River at the West shore of Causeway Island, said point being a cross on the deck at the East end of aforesaid bridge (now obliterated).

From said Point of Reference run North 64 degrees 50 minutes East (reference bearing), along the centerline of Seaway Drive (State Road A-1-A), 525.0 feet (said point being South 64 50' West a distance of 3132.32 feet from an iron pipe found at the point of intersection of a 8 00' curve concave to the southeast, as shown on the right-of-way Map for State Road A-1-A as recorded in plat book 22, page 14, of the public records of St. Lucie County, Florida); thence South 25 degrees 09 minutes East, 50 feet to the south right-of-way line of Seaway Drive (State Road A-1-A), and the POINT OF BEGINNING;

From said POINT OF BEGINNING continue South 25 degrees 09 minutes East, along the Easterly line of lands of Fort Pierce Port Authority 1850 feet to a point in the Indian River; thence North 64 degrees 50 minutes East, on a line parallel to and 1900 feet South of the centerline of Seaway Drive (State Road A-1-A), run 1038.16 feet to a point; thence North 25 degrees 10 minutes West, along the westerly line of lands of Fort Pierce Port and Terminal Company, 1850 feet to the South right-of-way line of Seaway Drive (State Road A-1-A); thence South 64 degrees 50 minutes West, along the South right-of-way line of Seaway Drive (State Road A-1-A), 1037.61 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM A PARCEL DESCRIBED AS FOLLOWS.

A parcel of land in Section 2, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Commence at a railroad spike in the center of State Road A-1-A, said spike being 1,955 feet more or less easterly of the westerly bank of Causeway Island; thence run along the baseline of survey of Section 94050-2509 State Road A-1-A, South 62 32' 32" West a distance of 262.59 feet; thence South 25 27' 28" East a distance of 41.01 feet to the POINT OF BEGINNING; thence continue South 25 27' 28" East a distance of 8.99 feet; thence South 62 33' 32" West a distance of 294.42 feet; thence South 18 32' 25" West a distance of 50.34 feet; thence South 25 28' 43" East a distance of 49.64 feet; thence South 64 31' 17" West a distance of 707.41 feet; thence North 25 28' 28" West a distance of 104.91 feet to the existing right-of-way line of State Road A-1-A; thence North 64 31' 17" East a distance of 1037 (feet) to the POINT OF BEGINNING. All according to right-of-way map of Section 94050-2509, State Road A-1-A.

Containing 42.25 acres more or less.

* Bearing believed to be a scrivener's error, as the referenced right-of-way map shows South 62 33' 32" West.

[Legal description continued on next page]

DR BOOK 1674 PAGE 1071

A and

COPY

EXHIBIT "A" - Continued
Legal Description

PARCEL II:

A parcel of land located in section 2, Township 35 South, Range 40 East, St. Lucie County, Florida and being more particularly described as follows:

Commencing at a reference point in the east end of south bridge, said point being a cross in the deck of aforesaid bridge (now obliterated); thence run north $64^{\circ}50'00''$ east, along the centerline of seaway drive (State Road A-1-A), a distance of 1552.60 feet; the centerline of seaway drive (State Road A-1-A) is assumed to bear north $64^{\circ}50'00''$ east and all other bearings referenced herein are relative thereto; said point being south $64^{\circ}50'00''$ west, a distance of 2094.72 feet from an iron pipe found at the point of intersection of an 8'00' curve concave to the southeast as shown on the right-of-way map for State Road A-1-A, as recorded in plat book 22, page 14, of the public records of St. Lucie County, Florida; thence south $25^{\circ}10'00''$ east, departing said centerline, a distance of 132.54 feet to the point of beginning of the herein described parcel of land; thence north $64^{\circ}50'00''$ east, a distance of 12.00 feet; thence south $25^{\circ}10'00''$ east, a distance of 500.00 feet; thence south $64^{\circ}50'00''$ west, a distance of 12.00 feet; thence north $25^{\circ}10'00''$ west, a distance of 500.00 feet to the point of beginning.

Said parcel containing 0.14 acres, more or less.

COPY

RESOLUTION NO. 17-R16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING QUASI-JUDICIAL PROCEDURES** FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the need for established legal procedures when quasi-judicial items are on the agenda; and

WHEREAS, the City Commission desires that this Resolution serve as the procedure for the City Commission to follow in conducting quasi-judicial proceedings; and

WHEREAS, the City Commission acknowledges that the procedures may be amended from time to time by resolution.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. When conducting quasi-judicial hearings, the City Commission shall follow the procedures as outlined in the attached Exhibit "A."

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HERewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of June, 2017.



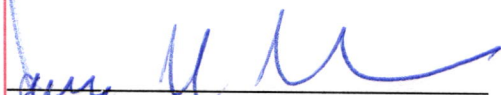
Linda Hudson, Mayor

ATTEST:



Linda Cox, City Clerk

Approved as to Form
And Correctness:



James M. Messer, Esq.
City Attorney

Exhibit "A"

**QUASI-JUDICIAL HEARING PROCEDURES
AND RULES FOR EX PARTE COMMUNICATIONS**

I. Scope and Applicability. These procedures shall apply to all quasi-judicial hearings held by the City Commission.

II. Proceedings. The Mayor (hereafter, the "Presiding Officer") shall conduct the proceedings and maintain order. The City Attorney shall represent the City Commission, rule on all evidentiary and procedural issues and objections, and advise the City Commission as to the applicable law and necessary factual findings. Hearings shall be conducted informally, but with decorum. Formal rules of procedure shall not apply except as set forth herein; however, fundamental due process shall be accorded.

III. Unauthorized Communications. In all quasi-judicial hearings, all rulings must be based only upon the evidence presented at the hearing. Ex parte communications with City Commissioners in quasi-judicial matters are permissible and the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Commissioners:

A. The substance of any ex parte communication with a City Commissioner which relates to a quasi-judicial action pending before the Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

B. A City Commissioner may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the Commission shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

C. City Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

D. Disclosure made pursuant to subparagraphs A, B and C must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

IV. Witnesses and Supporting Materials. At least five calendar days before a quasi-judicial hearing:

A. Staff shall prepare a report, recommendation and supporting materials, a copy of which shall be available to the applicant and to the public at the City Clerk's Office. Included in the supporting materials will be copies of all exhibits and documents upon which staff's recommendation is based.

B. The Applicant shall submit a detailed outline of the argument in support of their application, copies of all exhibits which will be presented at hearing and the names and addresses of all witnesses who will be called to testify in support of the application (including resumes for any witness the party intends to qualify as an expert).

C. The five calendar days deadline is necessary to ensure the Commission is given sufficient opportunity to review the written submissions prior to the hearing, and shall be strictly observed. Should the 5 calendar day deadline be missed by either staff or the Applicant, the item may be continued at the discretion of the City Commission to the next available agenda.

V. Party Intervenors. The City Attorney may allow a person to intervene as a Party Intervenor if they meet the following requirements:

A. The person must have an interest in the application, which is different than the public at large.

B. At least three days prior to the hearing, the person shall submit a written request to intervene including: a detailed outline of his or her interest in the application and argument in favor or against it, copies of all exhibits which will be presented at the hearing and the names and addresses of all witnesses who will be called to testify on their behalf (including resumes for any witness the person intends to qualify as an expert).

VI. Conduct of Hearing.

A. The Presiding Officer shall call the proceeding to order and announce that the hearing has begun.

B. The Presiding Officer shall inquire whether all parties, members of the public and Commission agrees to waive the quasi-judicial hearing.

C. When the quasi-judicial hearing is not waived, the City Attorney or Presiding Officer shall explain the rules concerning procedure, testimony, and admission of evidence.

D. When the quasi-judicial hearing is not waived, the City Clerk shall swear in all witnesses who are to testify at the hearing.

E. The order of proof shall be as follows:

1. A representative of the City's staff shall briefly describe the Applicant's request, introduce and review all relevant exhibits and evidence, report staff's recommendation, and present any testimony in support of staff's recommendation. Staff shall have a maximum of 20 minutes to make their full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

2. Any Party Intervenor (or his/her representative or counsel) shall present evidence and testimony in support of or opposed to the application. A Party Intervenor shall have a maximum of 20 minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

3. The Applicant (or his/her representative or counsel) shall present evidence and testimony in support of the application. Applicant shall have a maximum of 20 minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

4. Any other persons present who wish to submit relevant information to the City Commission shall speak next for a maximum of three minutes each (excluding any cross-examination or questions from the Commission). Members of the public will be permitted to present their non-expert opinions, but the Commission will be expressly advised that public sentiment is not relevant to the decision, which must be based only upon competent and substantial evidence.

5. The Applicant will be permitted to make final comments.

6. The Party Intervenor will be permitted to make final comments.

7. The City's staff will make final comments.

8. At the discretion of the Presiding Officer, the Applicant may be permitted to respond to the final Party Intervenor and staff comments and recommendations.

F. The City Commission will conduct open deliberation of the application. The Presiding Officer shall have the discretion to reopen the proceeding for additional testimony or argument by the parties when an outcome substantially different than either the granting or denial of the application is being considered. After deliberations, a vote shall be taken to approve, approve with conditions or deny the application.

VII. Examination by Commissioners and City Attorney or Legal Advisor. Commissioners and the City Attorney may ask questions of persons presenting testimony or evidence at any time during the proceedings until commencement of deliberation.

VIII. Cross-Examination of Witnesses. After each witness testifies, the City staff representative, the Applicant's representative and/or the Party Intervenor's representative shall be permitted to question the witness, but such cross-examination shall be limited to matters about which the witness testified and shall be limited to five minutes per side. Members of the public will not be permitted to cross-examine witnesses. Cross-examination shall be permitted only as would be permitted in a Florida court of law.

IX. Rules of Evidence.

A. All evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a court of law in Florida. Irrelevant, immaterial, harassing, defamatory or unduly repetitive evidence shall be excluded.

B. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in a civil action.

C. Documentary evidence may be presented in the form of a copy or the original. Upon request, parties shall be given an opportunity to compare the copy with the original.

X. Statements of Counsel. Statements of counsel, or any non-attorney representative, shall only be considered as argument and not testimony unless counsel or the representative is sworn in and the testimony is based on actual personal knowledge of the matters which are the subject of the statements.

XI. Standard of Proof. The decision of the City Commission to approve, deny or modify an agenda item shall be based on competent substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

XII. Continuances and Deferrals. The City Commission shall consider requests for continuances made by City staff, the Applicant or a Party Intervenor and may grant continuances in its sole discretion. If, in the opinion of the City Commission, any testimony or documentary evidence or information presented at the hearing justifies allowing additional research or review in order to properly determine the issue

presented, then the City Commission may continue the matter to a time certain to allow for such research or review.

XIII. Transcription of hearing.

A. The City Clerk or staff liaison shall preserve the official transcript of the hearing through tape recording and/or video recording.

B. The Applicant or Party Intervenor may arrange, at its own expense, for a court reporter to transcribe the hearing.

C. The Applicant or Party Intervenor may request that all or a part of the transcript of a hearing be transcribed into verbatim, written form. In such case, the Applicant or Party Intervenor requesting the transcript shall be responsible for the cost of production of the transcription and the transcription shall become the official transcript.

XIV. Maintenance of Evidence and Other Documents. The Office of the City Clerk shall retain all of the evidence and documents presented at the hearing unless any such evidence is too large to be stored by the City Clerk or staff liaison. In that event, such evidence will be stored in the Planning Department.