C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, January 16, 2018 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER- Parkview Baptist Church, Pastor Doug Saunders**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the January 2, 2018 Regular Meeting.

6. **PROCLAMATIONS**

   a. Special Presentation of the Henry Flagler Award received by the St. Lucie County's Tourism Office.

7. **LETTERS TO COMMISSION**

   a. Letter from Catherine R. Fasano thanking Karen Mike, Executive Assistant, Grant Administration and Eric Winterstein, Facilities and Fleet Superintendent, FPUA, for their time and professional attitude toward the work completed at her home.

   b. Letter from Chris Hewitt, Vice President, ALDI Royal Palm Beach Division thanking the City of Fort Pierce for its support of the store that is now open.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with

respect. Inappropriate language will not be tolerated.

9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

10. **MISCELLANEOUS REPORTS**

a. Boys and Girls Club Update of Activities in Percy Peek Gym - Will Armstead, CEO

11. **CONSENT AGENDA**

a. Waive interest, penalties, and administrative fees in the amount of $1,002.57 associated with the Lot Clearing Lien against 1710 South Avenue, Ft. Pierce, FL. Property ID #2409-712-0137-000-6 owned by Innova Investment Group, LLC & Izaro Etxea, LLC, P. O. Box 310686, Miami, FL 33231 contingent upon payment of $541.50 payable in 60 days.

b. Approve contractual agreement for Lincoln Park and Fort Pierce Main Street Main Streets - community-based development organizations for grant awards totaling $50,000 each through previously approved 2017-2018 CDBG Action Plan.

c. Approve Change Order for SHIP Owner Occupied Home Rehab for 517 N 16th Street for $7,380.

d. Approval of Travel Expenses in the amount of $858.61 for Mayor Linda Hudson to attend the Florida League of Cities Legislative Action Days Conference.

12. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction, submitted by Property Owner(s), Galleria at Downtown Fort Pierce LLC. and Representative, Jennifer Zavila to operate a commercial parking lot located at 120 N Depot Drive, Fort Pierce, FL. The property is zoned Central Commercial (C-4), Parcel IDs: 2410-503-0077-000-9.

b. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners, Kevin and Heather Deese to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1011 Boston Avenue, Fort Pierce, FL. The property is zoned R-4, Medium Density Residential Zone (Parcel ID 2409-802-0016-000-8).

c. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. The property is zoned R-1, Single-Family Low Density Zone (Parcel ID 2415-703-0063-000-7). **PLEASE POSTPONE TO FEBRUARY 5, 2018.**

d. Legislative Hearing - Ordinance 18-001 Eliminating the Time of City Commission Meetings from the Code of Ordinances. FIRST READING

e. Legislative Hearing - Ordinance 18-002 Eliminating the Alternate Position on the Planning Board. FIRST READING

f. Legislative Hearing - Ordinance 18-003 Amending Chapter 18 to provide for the acceptance of letters of credit to secure site improvements. FIRST READING

13. **CITY COMMISSION**

a. Resolution 18-R02 initiating the ISBA Interlocal Agreement process with St. Lucie County.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting **5.a.**

Meeting Date: 01/16/2018

Re:

SUBJECT:

Approval of minutes from the January 2, 2018 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

01.02.18 Reg Mtg Mins

Form Review

Form Started By: Noemi Rios Started On: 01/08/2018 09:49 AM

Final Approval Date: 01/08/2018

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON TUESDAY, **JANUARY 2, 2018.**

1. CALL TO ORDER

2. OPENING PRAYER - Reverend Bryan L. Wenger, Indian River Presbyterian Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona

Absent: Commissioner Reginald Sessions

Staff Present: City Attorney James Messer
City Clerk Linda Cox
City Manager Nicholas Mimms

Commissioner Reginald Sessions arrived at 6:33 p.m.

5. APPROVAL OF MINUTES

a. Approval of minutes from the December 18, 2017 Regular Meeting

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item 5 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

6. **PROCLAMATIONS** - There were no proclamations.

7. **LETTERS TO COMMISSION**

The following letters will be kept on file in the City Clerk's Office.

a. Email from Erick Gill, Communications Director, St. Lucie County, thanking the City and staff (especially Shyanne Helms, Communications Manager and Joe Sweat, Marketing Specialist) for a wonderful holiday lights trolley tour.

b. Letter from Dr. Ellen J. Meyers Gould commending the entire City Marina staff for excellent service, and in particular Becky Vasata, Customer/Store Assistant, whose service was outstanding.

c. Email from Melissa Bagby with a special thank you to Shyanne Helms, Communications Manager and Joe Sweat, Marketing Specialist for all their hard work and for the delightful time her family had on the Holiday Light Trolley Tour.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

There were no comments from the public.

9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the agenda as presented.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

10. MISCELLANEOUS REPORTS

a. Preliminary Fourth Quarter Financial Report

Johnna Morris, Finance Director, presented the fourth quarter financial report. With the exception of the Golf Course and Sunrise Theatre, all the other financial budgets ended on a good note, inclusively, the revenue total was much more than originally projected. Ms. Morris proceeded to go into details per division and where the revenue increases came from.

Commissioner Alexander had concerns with the Golf Course's budget and Nicholas Mimms, City Manager, explained the hiring of the new Golf Director, Danny Visconti, in October 2017 coincided with the financial fourth quarter. He's met with Mr. Visconti several times who has expressed various ideas he'd like to execute to improve revenue, however, he's aware he'd have to adhere to the budget already approved by the City Commission in doing so.

Regarding the Sunrise Theatre, Ms. Morris elaborated that she'd wait to get closer to the audit process to do a transfer for the Sunrise Theatre, however, she will not ask for the entire deficit amount in order to see what the adjustments have been as of the first quarter before she proceeds.

b. Monthly Financial Report for the Month October 31, 2017

Johnna Morris, Finance Director, presented the monthly financial report for October 31, 2017. Ms. Morris went into detail per department as to where the monies came from, expenses, and which negative balances were moved over from the 2017 Fiscal Year to the 2018 Fiscal Year, mainly the Golf Course and Sunrise Theatre deficits. In regards to the Golf Course, the net resources showed negatively for the month which had a lot to do with the accrued compensation payout for employees who left the golf course; as the Mayor noted, this is an unusual expense.

With the Sunrise Theatre, Ms. Morris noted that while we will see a positive increase in the October and November reports these will not be an accurate reflection of the reports since we will not see expenses corresponding to that revenue until the show(s) take place. This revenue will be mainly from tickets sold.

The Building Department had a negative net resources balance as a result of the large capital purchase of software not previously budgeted for, but required by law.

c. Monthly Financial Report for the Month Ending November 30, 2017

Johnna Morris, Finance Director, presented the monthly financial report for November 30, 2017. We had about 4.2 million received in ad valorem money. We'd received 11% of projected revenue and, while the expenses were 5.8 million and the net resources are at a negative point, this is customary in conjunction with when the ad valorem tax revenue is received. Most of the negatives in the report are from early on due to influx of revenue from December to April and that's when we will see the larger amounts.

11. CONSENT AGENDA

a. Approval of an extension for the Planned Development (PD) Approval for the project known as Mayfair at Lawnwood, located at 1801 Nebraska Avenue. This project was originally approved on November 21st, 2017. The new date for the site plan expiration would become May 21st, 2018.

b. Approval of the installation by David Hicks of two (2) 120 gallon aboveground propane tanks at 1502 Thumb Point Dr.

c. Approval of the removal and replacement by Walmart Stores of two (2) 400 gallon, one (1) 700 gallon, one (1) 200 gallon and one (1) 25 gallon aboveground storage tanks at 5100 Okeechobee Road.

d. Approval of blanket purchase orders for Indian Hills Golf Course in the total amount of $121,000.00.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve items 11 a - d.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance No. 17-029 amending Chapter 15 - Signs and Billboards. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 15 – SIGNS AND BILLBOARDS, SEC 1 DEFINITIONS BY AMENDING THE DEFINITION OF A MURAL AND SEC. 15-7 PERMITTED SIGNS BY ESTABLISHING SIGN SIZES FOR R4, R4A AND R5 ZONING DISTRICTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item 12 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. Legislative Hearing - Ordinance No. 17-039 Amending Chapter 4 - Animals to resolve issues identified by staff during the first year of enforcement efforts regarding tethering. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CHAPTER 4 – ANIMALS; AMENDING ARTICLE I – GENERAL; SEC. 4-1 – DEFINITIONS, AMENDING ARTICLE II – ANIMAL CONTROL; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 b.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

c. Quasi-Judicial Hearing - Review and approval of an application for Final Plat (Minor Replat), submitted by Property Owner(s) Smigiel Partners XIX Ltd. and Representative, Jason M. Gunther, P.E., to subdivide a 3.17 acre tract of land into two (2) lots, located at 4008 Okeechobee Road, Fort Pierce, FL. The property is zoned General Commercial (C-3), Parcel IDs: 2417-332-0009-000-9 & 2417-333-0001-000-6.

Linda Cox, City Clerk, indicated the applicant waived their right to a quasi-judicial hearing.

Kori Benton, Senior Planner, presented the final plat request, whereby the applicant is seeking to sub-divide this collection of parcels into two parcels to provide for a Dollar Tree parcel and another future parcel to the east for future development considerations. Staff recommends approval based on the consistency from the applicant to adhere to the City code with on the following conditions:

1. The ingress/egress easement is maintained, or appropriately adjusted during development review of Lot 2, to accommodate shared access with adjacent uses.
2. The applicant completes installation of, or filing of a surety for, the sidewalk connection along Hartman Road prior to recording of the Plat, in accordance with City Code Section 18-13.

Mayor Hudson opened the Public Hearing.
Jason Gunther, the applicant, presented himself to answer any questions. No questions were asked.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item 12 c.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

13. CITY COMMISSION

a. Resolution 18-R01 approving the Mayor's reappointment of Patricia Diaz to the Housing Authority Board

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF PATRICIA DIAZ AS A COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item 13 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. Selection of Mayor Pro Tem, pursuant to Section 23 of the City Charter which requires the city commissioners to shall select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to nominate Commissioner Jeremiah Johnson for Mayor Pro Tem.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

14. COMMENTS FROM THE PUBLIC

There were comments from the public.

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, congratulated UCF on their National Football Championship win.
James Messer, City Attorney's comment was "Roll tide".

16. COMMENTS FROM THE COMMISSION

Commissioner Thomas Perona expressed his appreciation to staff for their superb job during the Holiday Season and said it energized him and made him proud to be a member of this community and City.
Commissioner Rufus Alexander agreed wholeheartedly with Commissioner Perona's comment. On another note, he expressed concern for the lack of street lights and the safety of the residents and those passing through 25th Street and Orange Avenue. Mr. Mimms, City Manager, said staff is aware of this situation and he will be moving forward with an investigation; ultimately FDOT is responsible for the approval.
Commissioner Reginald Sessions asked who was responsible for fixing the street lights, the City or the FPUA. Mr. Mimms clarified the City is responsible. Commissioner Sessions wished everyone a happy new year.
Commissioner Jeremiah Johnson reminded all there is a cold front coming through and to seek shelter if necessary. Mr. Mimms expressed a Press Release was issued in relation to this and the shelters available would be on the City website.
Mayor Linda Hudson tested the City's application SeeClickFix; she congratulated Staff for their work on this app. Additionally, she congratulated the Staff involved in organizing the Holiday Lights competition, as well as, those involved in the Holiday Trolley Tours.

17. ADJOURNMENT

ATTEST:

CITY CLERK	MAYOR COMMISSIONER

City Commission Regular Meeting **6.a.**

Meeting Date: 01/16/2018

Re:

SUBJECT:

Special Presentation of the Henry Flagler Award received by the St. Lucie County's Tourism Office.

Attachments

Press Release

Form Review

Form Started By: Linda Cox Started On: 12/22/2017 11:16 AM

Final Approval Date: 12/28/2017

St. Lucie County Tourism Office Receives Prestigious Henry Flagler Award for #LovetheFort & LovethePort Social Media Campaign
PIO
to:
SLCTV
09/01/2017 11:30 AM
Hide Details
From: PIO <PIO@stlucieco.org>
To: SLCTV <SLCTV@stlucieco.org>

Friday, Sept. 1, 2017

St. Lucie County Tourism
2300 Virginia Ave.
Fort Pierce, Florida 34982
www.VisitStLucie.com
Contact: Charlotte Bireley, Director of Tourism & Marketing
bireleyc@stlucieco.org / 772.462.1539

FOR IMMEDIATE RELEASE

St. Lucie County Tourism Office Receives Prestigious Henry Flagler Award for #LovetheFort & LovethePort Social Media Campaign

ST. LUCIE COUNTY – St. Lucie County's Tourism Office (Visit St. Lucie) was awarded a first place "Henry" award at the annual Flagler Awards ceremony that took place at the Florida Governors Conference on Tourism Monday, Aug. 28. The Flagler Awards is an annual statewide competition recognizing outstanding Florida tourism marketing.

The St. Lucie County Tourism Office received its first-ever, first place award in the "Tourism Advocacy" category for its efforts last summer to combat the negative national media coverage regarding the green algae bloom in the Indian River Lagoon. While most of St. Lucie was not directly impacted by the algae blooms, and with a limited marketing and public relations budget, and maintaining sensitivity to its neighbors to the south, the tourism office utilized social media to clarify

that its waters were safe, clean and open. The campaign rallied St. Lucie County's local residents and tourism-related businesses to advocate for Visit St. Lucie using their social media networks to overcome the misinformed perceptions of the green algae's impact in St. Lucie County. The strategy focused on positive messaging and encouraged residents and the tourism industry to post photos on their social media platforms showing recreation, fun and family in the area's beautiful waterways using the hashtags #LovetheFort or #LovethePort. As an incentive, the office also incorporated a photo contest. The best image posted received a staycation package valued at more than $1,000. As a result the Tourism Office received 538 photo entries and reached approximately 11,000 users and 7,100 in engagement on social media.

"Receiving this recognition among Florida's vast tourism industry is something for St. Lucie County to be very proud of. St. Lucie is considered a small tourist destination with an even smaller budget compared to our friends in South and Central Florida. This is where our innovation and resourcefulness really stood out," stated County Commission Chairman Chris Dzadovsky, who also serves as chairman of the St. Lucie County Tourist Development Council. "This social media campaign was not only very successful, but it was done using no tourism marketing funds – just time and creativity."

The Flagler Awards were created by VISIT FLORIDA, the state's tourism marketing organization, to honor tourism marketing professionals and offices that help position Florida as the No. 1 travel destination the world. Each year, the Flagler Awards pay tribute to the determined efforts of those who use their skill, resourcefulness, creativity and innovative spirit to market Florida.

For more information about St. Lucie County's tourism efforts follow its social media channels (Facebook, Twitter, Instagram and Pinterest @VisitStLucie) or visit www.visitstlucie.com or contact St. Lucie County Tourism and Marketing Director Charlotte Bireley, at 772-462-1539 or by email: bireleyc@stlucieco.org.

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Erick Gill
Communications Division Director
St. Lucie County Board of County Commissioners
2300 Virginia Ave., Fort Pierce, Fla. 34982
www.stlucieco.gov
772-462-1791 (office)
772-342-6014 (cell)
Facebook: www.facebook.com/StLucieGov
Twitter: @StLucieGOV
YouTube: www.youtube.com/StLucieGov
Instagram: @stluciegov

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

City Commission Regular Meeting **7.a.**

Meeting Date: 01/16/2018

Re: Letter from Catherine R. Fasano

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Catherine R. Fasano thanking Karen Mike, Executive Assistant, Grant Administration and Eric Winterstein, Facilities and Fleet Superintendent, FPUA, for their time and professional attitude toward the work completed at her home.

Attachments

Letter from Catherine R. Fasano

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/09/2018 08:45 PM
City Manager	Nick Mimms	01/09/2018 08:45 PM

Form Started By: Jennifer Robinson Started On: 01/02/2018 01:18 PM

Final Approval Date: 01/09/2018

Catherine R. Fasano
30 Southstar Dr
Fort Pierce, FL 34949

Thank You to FQRA - FQUA.
for the efficient and professional
work done at "my home".

Special thanks to Karen Mike &
Enid W. for time & professional attitude

Respectfully
Catherine Fasano

7500 9842 173487

City Commission Regular Meeting **7.b.**

Meeting Date: 01/16/2018

Re: Letter from Chris Hewitt

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Chris Hewitt, Vice President, ALDI Royal Palm Beach Division thanking the City of Fort Pierce for its support of the store that is now open.

Attachments

Letter from Chris Hewitt

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/09/2018 08:46 PM
City Manager	Nick Mimms	01/09/2018 08:46 PM

Form Started By: Jennifer Robinson Started On: 01/02/2018 04:20 PM

Final Approval Date: 01/09/2018

Dec. 21, 2017

Fort Pierce Officials:

On behalf of ALDI, thank you for your support these past few months. We are thrilled that our Fort Pierce store is now open, and we are excited to begin a great partnership with the community.

We look forward to bringing the Fort Pierce -area customers a wide range of premium groceries, including a robust fresh produce selection, organic offerings, USDA Choice meats, the SimplyNature line of products free from over 125 artificial ingredients and preservatives, the liveGfree gluten-free product line and more.

We hope you and the community will take advantage of Simply Smarter Shopping at ALDI, with high-quality exclusive brand products at prices that are up to 50 percent* less than traditional grocery stores.

For over 40 years, ALDI has been a grocery store communities can count on to consistently provide great-quality products and low prices every single day. We look forward to continuing that tradition in the Fort Pierce-area and beyond.

Thank you again for your support.

Sincerely,

Chris Hewitt
Vice President
ALDI Royal Palm Beach Division

City Commission Regular Meeting **10.a.**

Meeting Date: 01/16/2018

Re: Boys & Girls Club

SUBJECT:

Boys and Girls Club Update of Activities in Percy Peek Gym - Will Armstead, CEO

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/09/2018 08:45 PM

Form Started By: Linda Cox

Started On: 12/12/2017 12:06 PM

Final Approval Date: 01/09/2018

City Commission Regular Meeting **11.a.**

Meeting Date: 01/16/2018

Re: Lot Clearing Lien - 1710 South Avenue

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Waive interest, penalties, and administrative fees in the amount of $1,002.57 associated with the Lot Clearing Lien against 1710 South Avenue, Ft. Pierce, FL. Property ID #2409-712-0137-000-6 owned by Innova Investment Group, LLC & Izaro Etxea, LLC, P. O. Box 310686, Miami, FL 33231 contingent upon payment of $541.50 payable in 60 days.

SUMMARY:

Innova Investment Group LLC & Izaro Etzea, LLC are in the process of selling the property. The property has been in compliance since they took title. A Nicolas Bravo of Innova Investment Group LLC represents the foreclosing entity that took title upon completion of a foreclosure/DIL on the previous owner.

RECOMMENDATION:

Staff recommends waiving the interest, penalties, and administrative fees in the amount of $1,002.57 leaving a balance due of $541.50 payable in 60 days.

Recommendation is based on the fact that there has been no violations since new owner took ownership. At this time they have a contract for sale on the property.

ALTERNATIVES:

1. Deny the request.
2. Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager
Kathy D'Arton, Accounts Receivable

Fiscal Impact

Budgeted Y/N: 2018

Fiscal Year: 541.50

Amount: 541.50

OTHER INFORMATION:

$541.50 to the general fund

Attachments

Tax Card
Breakdown
Request for Waiver

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 07:54 AM

Form Started By: Colleen Greer
Started On: 01/02/2018 04:40 PM
Final Approval Date: 01/10/2018

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1710 SOUTH AVE	Parcel ID: 2409-712-0137-000-6	Account #: 22597	Sec/Town/Range: 09/35S/40E
Map ID: 24/09S	Zoning: R3	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Innova Investment Group LLC
Izaro Etxea LLC

% Matthew Estevez PA
8603 S Dixie Hwy #218
Miami, FL 33143

Legal Description

TUCKER TERRACE BLK 8 LOTS 13 AND 14 (OR 3687-2561)

Current Values

Just/Market:	$42,600	Assessed:	$37,147
Exemptions:	$0	Taxable:	$37,147

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$42,600	$37,147	$0	$37,147
2016	$37,900	$33,770	$0	$33,770
2015	$30,700	$30,700	$0	$30,700

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-05-2014	3687 / 2561	0112	CT	Martin,Sarah M	$100
12-22-1995	0992 / 1082	XX01	WD	Lawrence J Pesce	$46,000
03-01-1988	0580 / 0564	XX01	CV		$0

Primary Building Information

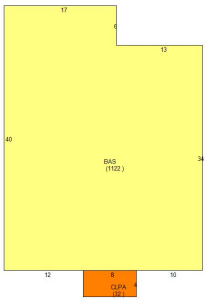
Finished Area of this building: 1,122 SF
Gross Area of this building: 1,154 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: HD
Year Built: 1947	Frame:	Grade: D	Effective Year: 1975
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 1	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Carpet



Total Areas

Finished/Under Air (SF):	1,122
Gross Area (SF):	1,674
Land Size (acres):	0.29
Land Size (SF):	12,500
Total Building Count:	2

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	220	1995

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

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: 1710 South Avenue, Fort Pierce, FL
Parcel ID#: 2409-712-0137-000-6
Owner: Innova Investment Group, LLC & Izaro Etxea, LLC

DATE: January 16, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	$541.50	$402.57	$600.00
TOTAL	$541.50	$407.57	$600.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$1002.57
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	$ 541.50
	$1544.07

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	12/5/17				
Property address:	1710 South Ave Fort Pierce, FL 34950				
Owner(s) of record:	Innova Investment Group, LLC & Izaro Etxea, LLC				
Mailing address:	PO BOX 310686 Miami, FL 33231				
Property tax ID #:	2409-712-0137-000-6				
Original purchase date:		Original purchase price:			
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	A Nicolas Bravo	Relationship to owner(s)	Managing Member		
Telephone #:	786-708-1242	Mobile phone #:	786-709-6754		
E-mail:	bravocamino@hotmail.com	Preferred contact method:	Mobile Phone / E-mail		
What are owner(s) intentions for property:	Sale the property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☐ No	☑ Yes	If yes, what is listing price?	$50,000	
Is property under contract for sale?	☐ No	☑ Yes	If yes, what is the sale price?	$50,000	

City incurred charges (lot clearing, demolition, etc)	$ 541.50
Administrative fees	$ 600.00
Interest	$ 335.02
Penalties	$ 67.55
TOTAL AMOUNT DUE TO CITY	$ 1,544.07
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 1,002.57
DOLLAR AMOUNT I AGREE TO PAY	$ 541.50

A Nicolas Bravo
Signature of Owner or Representative

12/5/17
Date

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1710 South Ave Fort Pierce, FL 34950

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☒ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

A Nicolas Bravo — 12/5/17

Signature of Owner or Representative — Date

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

Margaret Amaris — 12/27/17

City Representative — Date

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1710 South Ave Fort Pierce, FL 34950

Property Owner: Innova Investment Group, LLC & Izaro Etxea, LLC.

Mailing Address: PO BOX 310686 Miami, FL 33231

Telephone #: 786-708-1242 Cell Phone #: 786-262-2003

E-Mail Address: bravocamino@hotmail.com

Is the property in compliance? ✓ If no, please explain in the narrative of your request.

I, _____, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signed: _____ Date: Dec 10 8/17

Print Name: A. Nicolas Bravo

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority A. Nicolas Bravo who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced Fl DL. as identification.

SWORN TO AND SUBSCRIBED before me this 8 day of December, 2017.

IRMA CALDERON
MY COMMISSION # FF 192941
EXPIRES: January 26, 2019
Bonded Thru Budget Notary Services

_____
Notary Public, State of Florida

City Commission Regular Meeting **11.b.**

Meeting Date: 01/16/2018

Re: Approve Grant Award Contracts for Lincoln Park & Fort Pierce Main Street Community Based Development Organizations

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve contractual agreement for Lincoln Park and Fort Pierce Main Street Main Streets - community-based development organizations for grant awards totaling $50,000 each through previously approved 2017-2018 CDBG Action Plan.

SUMMARY:

The City Commission approved the 2017-2018 CDBG Action Plan on July 3, 2017. The Action Plan listed a $50,000 grant award each for the Lincoln Park and Fort Pierce Main Street organizations. This agenda item is to request approval of the contractual agreements for these grant awards.

RECOMMENDATION:

Approve the contractual agreements for these grant awards, based on the City's Legal Department's approval of 'form and correctness.'

ALTERNATIVES:

Do not approve these contractual agreements.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017-2018

Account: 103900255482-20

Amount: 100,000

OTHER INFORMATION:

These grant awards will be disbursed to each Main Street organization $12,500 per quarter, following the receipt of quarterly reports and profit and loss statements from the organizations. This expenditure will be reimbursed to the City via 2017-2018 CDBG.

Attachments

Contract - LPMS
Contract - MSFP

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/08/2018 03:09 PM
City Manager	Nick Mimms	01/10/2018 07:54 AM
Form Started By: Libby Woodruff		Started On: 01/03/2018 08:16 AM
Final Approval Date: 01/10/2018		

A G R E E M E N T

THIS AGREEMENT made and entered into this ____day of _____ **20__**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Lincoln Park Main Street, Inc.,** Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service:
   A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity/work plan as described herein.

   The Subrecipient certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:
   Activities will take place within the Lincoln Park Main Street target area in the City of Fort Pierce, Florida.

   C. Levels of Accomplishment:

Economic Development	**Activity: Please see Attachment A – Lincoln Park Main Street Work Plan 2017-18**
Task Description: Please see Attachment A – Lincoln Park Main Street Work Plan 2017-18	

   D. Budget: The total budget for this grant award is $50,000. Please see Attachment A – Lincoln Park Main Street Work Plan 2017-18 for a breakdown of grant expenditures.

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2018.**

3. Compensation: The Subrecipient shall be paid $12,500 each quarter of Program Year 2017-2018 (Total - $50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Lincoln Park Main Street Work Plan 2017-18 (Attachment A).

4. In every case, Subrecipient will provide the following, along with completed Grant Reporting Form on the 1st day of each quarter of Program Year 2017-2018, for each activity:
   A. Receipts of payments, including invoices and cancelled checks;
   B. Other related information, as requested

Grant Report Form signed by Subrecipient specifies and certifies that all expenses were expended by Subrecipient in conformance within the guidelines of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

6. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

7. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. General Terms and Conditions:

A. The Subrecipient agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of

retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. <u>Special Terms and Conditions</u>

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110;

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because, of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

7) Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

8) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

9) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in

part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.
The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.
No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly

inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: _____
Mayor Linda Hudson

ATTEST:

_____
City Clerk

Today's Date: _____

SUBRECIPIENT:

By: _____ By: _____
Bennie Clark, President Pamela Carrithers, Director

F

Print: _____ Print: _____

Title: _____ Title: _____

Today's Date: _____

Approved As To Form and Correctness:

By: _____ Print: _____

Title: _____

Attachment A

PARK MAIN STREET – 2017-2018 WORK PLAN

Activities / Categories	Goals and Objectives	Cost
Economic Development/Restructuring: **Development of Business Association for Merchants** Salary for Director to organize/plan/coordinate: • Coordinate Open House • Support the Existing Business Community • Information, Referral, and Business Assistance • Recruit new businesses • Partner with SCORE for new businesses	**Goal:** To continue to empower the organization with support; create a network for resources to strengthen the respective businesses. **Objective:** Support association of merchants and individuals in the LP Community & Northwest Fort Pierce	$2400
Monthly Newsletter Salary for Director to organize/plan/coordinate: • Expand readership in Lincoln Park and to Caribbean and Latin businesses • Monthly business feature Include monthly column for City – CALETA • Keep updated distribution list	**Goal:** Publish a monthly newsletter that informs, communicates and disseminates information about the Lincoln Park Community and educates the public on the history of the community **Objective**: Expand the readership of the newsletter	$9000
Addressing Impediments to Fair Housing • Two Fair Housing Workshops featuring information on types of discrimination, reverse redlining, protected classes, how to file a complaint, etc. • Publish Fair Housing information and First-Time Homebuyers workshops in LPMS newsletter throughout the year • Promote commercial façade grants, beautification projects, art shows, festivals in Lincoln Park • Identify regional partners with similar affordable housing interests and provide fair housing center • Work with the local Board of Realtors and Lending Consortium to promote Fair Housing	**Goal:** To promote fair and equal lending disparities and eliminate segregated neighborhoods in Fort Pierce. Objective: To eliminate housing lending discrimination, increase the number of affordable units within Fort Pierce.	$4500

Activities/Categories	Goals and Objectives	Cost
Electronic/Digital Presence Salary for Director to organize/plan/coordinate: • Increase Social Media presence • Social Media highlighting one business per week • Social Media Promos of City events and offerings	**Goal:** Continue branding the organization in the community using social media and highlight a business and its activities. **Objective:** Maintain visibility in the community through media content.	$1600

Boots on the Ground Activities Salary for Director to organize/plan/coordinate: • Organize committee with Boots on Ground • Merge efforts w/Boots on Ground • Meet with City Planning Staff to develop/recommend appearance standards for restoration, renovations and new construction, including LEED standards • Identify green space in LP and provide plan to City	**Goal:** Continue to play a key role in shaping the physical image of LP Community as a place for shops, investors, business owners, and visitors. Adopt a specific approach and an ambitious agenda for physical improvements to buildings, businesses and public improvements based on City zoning and historic preservation codes. **Objective:** Educate property owners about design & enhancing the image of each business and the district; provide good design advice.	$2500
Historic Preservation Salary for Director to organize/plan/coordinate: • Identify and engage owners of historic properties to begin process of historic designation/List req'd • Work with City Historic Preservation Officer during historic preservation application process	**Goals:** Apply for historic designation for properties in Lincoln Park area; four properties; Secure funding for improvements to Zora Neale Hurston Dusk Tracks Heritage Trail signage. **Objectives:** Preserve original structures located within the district; Increase awareness of cultural history in the district.	$4500
Christmas on Moore's Creek Salary for Director to organize/plan/coordinate: • Partner with local community organizations to support the event • Coordinate with FPUA to sponsor decorations at Moore's Creek • Collaborate with City event planning team • Secure partnerships and letters of support – Biker Toy Ride	**Goal:** In partnership with the City of Fort Pierce, Florida Health of St. Lucie County, the American Legion, Fort Pierce Utilities Authority, Council on Aging and St. Lucie County to distribute free toys and food to children in the community during the Christmas Holiday season. **Objective:** To create a community festival for the Christmas season with entertainment, toy give-a-ways, food, bounce houses, cotton candy, and popcorn to families in the community.	$4500
Activities / Categories	**Goals and Objectives**	**Cost**
Community Beautification Salary for Director to organize/plan/coordinate: • Promote Community Garden in newsletter • Collaborate w/City Public Works & Keep Fort Pierce Beautiful for annual City-wide cleanup event • Assist City w/Lincoln Park Mural Project – identify locations, i.e. Save Our Children	**Goal:** Continue to identify commercial properties in need of beautification and work with property owners on a plan of action **Objective:** Continue to assist local groups in cleanup efforts of commercial sites in the Lincoln Park District.	$3500
Organization Growth/Memberships Salary for Director to organize/plan/coordinate: • Outreach to various groups: Caribbean, Haitian and Latino business members in community • Provide annual appreciation reception for members to network	**Goal:** Grow the organization membership and encourage support both financially and through volunteerism. **Objective:** Increase participation in the Lincoln Park Main Street Organization	$2500

Collaborative City Economic Development Activities Salary for Director to coordinate/promote: • Highwaymen Heritage Trail Festival & Art Show – February 17, 2018 • Florida Stories Walking Tour – **February 8, 2018** • Annual Job Fair - **January 31, 2018** • Minority Business Expo – August 2018 • New Business Startups • Other Projects, as assigned	**Goals:** Jump start economic development and tourism by promoting district's rich cultural heritage; encourage employment opportunities; and promote City offerings. **Objectives:** Develop annual events that attract the community and promote tourism in the area; help re-brand the Avenue D corridor; promote employment and small business capacity and sustainability enhancements.	$15000

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____ **20__**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Main Street Fort Pierce, Inc.,** Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service:

   A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

   The Subrecipient certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:
   Activities will take place within the Main Street Fort Pierce target area in the City of Fort Pierce, Florida.

   C. Levels of Accomplishment:

Economic Development	**Activity: Create, Publish and Distribute Monthly FOCUS News Booklet**
Task Description: Create and Publish Monthly FOCUS News Booklet, a community economic development project designed to increase economic opportunity by educating the businesses, creating a positive atmosphere in the downtown, supporting the businesses with resources and contacts and retain and/or create jobs in the Fort Pierce Main Street target area.	

   D. Budget:

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Total
EXPENSES													
Bulk Postage	718	718	718	718	718	718	718	718	718	718	718	718	8,616
Circulation	142	142	142	142	142	142	142	142	142	142	142	142	1,704
Editorial Services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Postage	98	98	98	98	98	98	98	98	98	98	98	98	1,176
Printing	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1.710	1,710	1,710	1,710	20,520
Production	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Svcs Rendered	500	500	500	500	500	500	500	500	500	500	500	500	6,000
TOTAL EXPENSES	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	54,816

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2018.**

3. Compensation: The Subrecipient shall be paid $12,500 each quarter of Program Year 2017-2018 (Total - $50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Main Street Fort Pierce 2017-2018 Work Plan (Attachment A).

4. In every case, Subrecipient will provide the following, along with completed Grant Reporting Form on the 1st day of each quarter of Program Year 2017-2018, for each activity:

   A. Receipts of payments, including invoices and cancelled checks;

   B. Other related information, as requested

   Grant Report Form signed by Subrecipient specifies and certifies that all expenses were expended by Subrecipient in conformance within the guidelines of this Contract.

   The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

   The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

   The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

   If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

   The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

6. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

7. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. General Terms and Conditions:

   A. The Subrecipient agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form

will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. <u>Special Terms and Conditions</u>

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement

or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110;

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because, of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246

of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

7) Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

8) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the

greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

9) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.
The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.
The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.
This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).
The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.
Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: _____
Mayor Linda Hudson

ATTEST:

_____
City Clerk

Today's Date: _____

SUBRECIPIENT:

By: _____
Sue Dannahower, President

By: _____
Doris Tillman, Director

Print: _____

Print: _____

Title: _____

Title: _____

Today's Date: _____

Approved As To Form and Correctness:

By: _____

Print: _____

Title: _____

Main Street Fort Pierce
Work Plan for Program Year 2017-2018
October 1, 2017 through September 30, 2018

Economic Development	**Activity:** **Create, Publish and Distribute Monthly FOCUS News Booklet**
Task Description	**Budget**
Create and Publish Monthly FOCUS News Booklet, a community economic development project designed to increase economic opportunity by educating the businesses, creating a positive atmosphere in the downtown, supporting the businesses with resources and contacts and retain and/or create jobs in the Fort Pierce Main Street target area.	**$50,000**

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Total
EXPENSES													
Bulk Postage	718	718	718	718	718	718	718	718	718	718	718	718	8,616
Circulation	142	142	142	142	142	142	142	142	142	142	142	142	1,704
Editorial Services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Postage	98	98	98	98	98	98	98	98	98	98	98	98	1,176
Printing	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1.710	1,710	1,710	1,710	20,520
Production	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Svcs Rendered	500	500	500	500	500	500	500	500	500	500	500	500	6,000
TOTAL EXPENSES	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	4,568	54,816

City Commission Regular Meeting **11.c.**

Meeting Date: 01/16/2018

Re: Approve Change Order for SHIP Owner Occupied Home Rehab for $7,380

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve Change Order for SHIP Owner Occupied Home Rehab for 517 N 16th Street for $7,380.

SUMMARY:

City Commission approved SHIP rehab for 517 N 16th St on 11/20/17. Damaged roof needs replacement w/new gutter system. This request is for approval of a change order to include replacing roof and adding gutter system in amount not to exceed $7,380.

RECOMMENDATION:

Approve roof replacement and new gutter system in amount not to exceed $7,380.

ALTERNATIVES:

Do not approve roof replacement and addition of gutter system.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 10595025548310

Amount: 7380.00

OTHER INFORMATION:

Addition of this expenditure increases total home rehab project price to $24,370, which is well within limits of Commission approved Local Housing Assistance Plan (LHAP) capped amount for owner-occupied home rehabs, which is $35,000. This expenditure will be reimbursed to the City via State Housing Initiatives Partnership (SHIP) funds.

Attachments

517 N 16 - Quote for Roof and Gutters

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/08/2018 03:10 PM
City Manager	Nick Mimms	01/10/2018 07:58 AM
Form Started By: Libby Woodruff		Started On: 01/04/2018 10:52 AM
Final Approval Date: 01/10/2018		

GENERAL CONTRACTORS

Gentile, Corp.

CGC: 1521508

Estimate

December 16 th 2017

Project name: SHIP Rehabilitation program
Project address : 517 N 16th ST
Owner: Rebecca krone

Scope of work:

Replace shingles with architectural grade shingles approximately 1200 SQF pitch 3/12 using double 30 lbs felt due to low roof pitch .
Replace deteriorated roof decking, fascia and soffit.Included up to 3 sheets plywood, additional sheets will be an extra $ 60 each.

Roofing total amount $ 6290.00
Add approximately 90' of 6" seamless white gutters with 4 down spouts.
Gutters amount $ 1090.00

Change order total amount $ 7380.00

City Commission Regular Meeting **11.d.**

Meeting Date: 01/16/2018

Re:

SUBJECT:

Approval of Travel Expenses in the amount of $858.61 for Mayor Linda Hudson to attend the Florida League of Cities Legislative Action Days Conference.

SUMMARY:

Approval of Travel Expenses in the amount of $858.61 for Mayor Linda Hudson to attend the Florida League of Cities Legislative Acion Days Conference.

RECOMMENDATION:

Approve

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Noemi Rios, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Attachments

FLC Leg Action_Hudson

Form Review

Form Started By: Noemi Rios Started On: 01/09/2018 11:20 AM

Final Approval Date: 01/09/2018

REGISTRATION INFORMATION
Florida League of Cities -
Legislative Action Days Conference
DoubleTree by Hilton Tallahassee
101 S. Adams Street
Tallahassee, FL 32301

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Garden Inn
3333 Thomasville Rd.
Tallahassee, FL 32308
(850) 385-3553

DATE:

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: Monday, 1/29/18
3. RETURN DATE: Wednesday, 1/31/18
4. DESTINATION: Tallahassee, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7,500.00

DEPARTMENT: Mayor & Commission
DEPARTURE TIME: 8 a.m.
RETURN TIME: 7 p.m.
PURPOSE: Florida League of Cities - Legislative Action Days Conference

7. BALANCE AVAILABLE: _____ **$7,500.00**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE: $0 FREE EVENT	0.00			
* HOTEL BILL: Confirmation # Provided by TCFLC	378.00			
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.545 730			397.85	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
2 LUNCH @ $8.00			16.00	
2 DINNER @ $20.00			40.00	
SPECIAL LUNCHEON/BANQUET				
6.5% STATE TAX			4.16	
15% GRATUITIES			9.60	
TOTALS	378.00	0.00	480.61	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/17 DLN

CONTINGENT UPON CITY COMMISSION APPROVAL

RECEIVED
TIME_____

JAN - 9 2018

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

FLORIDA LEAGUE OF CITIES
Legislative Action Days

Doubletree by Hilton Tallahassee

January 30-31, 2018

Hotel Reservation Deadline: December 29, 2017

Registration Deadline: January 16, 2018

TENTATIVE SCHEDULE*

MONDAY, JANUARY 29

Continuing Education in Ethics
1:00 p.m. - 5:00 p.m.
(Sittig Hall at Kleman Plaza)

TUESDAY, JANUARY 30

Legislative Briefing
10:00 a.m. - 11:00 a.m.
(Sittig Hall at Kleman Plaza)

Registration Desk Open
11:00 a.m. - 2:00 p.m.
(Doubletree Hotel)

Legislative Luncheon
11:45 a.m. - 1:30 p.m.
(Doubletree Hotel)

Opening Remarks

Invocation and Welcome

Speakers to include various House and Senate members

"Let Cities Work"
Gil Ziffer, President, Florida League of Cities; Commissioner, City of Tallahassee

Capitol Visits
1:45 p.m. - 5:00 p.m.

FLC Board of Directors Meeting
4:00 p.m. - 6:00 p.m.
(Sittig Hall at Kleman Plaza)

Reception
6:00 p.m. - 7:00 p.m.
(Third Floor, Florida League of Cities office, Kleman Plaza)

WEDNESDAY, JANUARY 31

Continental Breakfast with FLC Legislative Advocates
7:30 a.m. - 8:15 a.m.
(Doubletree Hotel)

Capitol Visits
8:45 a.m. - 12:00 p.m.

*Subject to change

#LetCitiesWork

2018 FLC LEGISLATIVE ACTION DAYS

#LET CITIES WORK

The Florida League of Cities' Legislative Action Days will be held **Tuesday and Wednesday, January 30-31, 2018,** in Tallahassee. Hotel space is limited in Tallahassee during session, so make your travel plans now!

Be part of this year's advocacy efforts as President Gil Ziffer and the League's legislative team strategize and prepare for this critical session. You'll hear directly from key legislators on an array of important issues.

The event begins on **Tuesday, January 30** with a legislative briefing at 10:00 a.m. in Sittig Hall, located in the Florida League of Cities office, followed by a legislative luncheon from 11:45 a.m. until 1:30 p.m. at the Doubletree Hotel. Learn the latest on key issues affecting municipalities. After lunch, plan to visit the Capitol for scheduled meetings with your legislators. League staff will work with local/regional leagues to coordinate and schedule appointments. **Please indicate your local/regional league on the attached registration form.**

There will be a reception Tuesday evening for all registrants, beginning at 6:00 p.m. at the FLC office. Share ideas with your city colleagues and legislators in a relaxed setting.

On **Wednesday, January 31,** plan to continue meetings with your legislators in the morning. While the legislative appointment schedule is expected to conclude around noon on Wednesday, please feel free to stick around for committee hearings or other legislative events. **Click here** for the latest legislative information!

Continuing Education in Ethics Workshop Prior to Legislative Action Days: On Monday, January 29, the League is offering a four-hour ethics workshop that meets the state requirements for Continuing Education in Ethics. It will be held from 1:00 p.m. until 5:00 p.m. at the FLC office in Sittig Hall. To register, please check the box on the registration form below. There is no charge for League members.

REGISTRATION FORM

Return the completed form by **January 16, 2018,** to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; email to *hhogarth@flcities.com;* fax to (850) 222-3806; or **click here** to register online. Please type or print information requested. Complete one registration form per registrant; duplicate as needed. No registration fee is required; however, onsite registrants cannot be guaranteed for the meal function. The deadline for cancellations is **January 16, 2018.**

Name: Linda (First) M.I. Hudson (Last)

First Name or Nickname: Linda (as you wish it to appear on your badge) Title: Mayor

Local/Regional League Affiliation (or County): City of Fort Pierce

Mailing Address: 100 N. US Hwy 1

City: Fort Pierce State: FL Zip: 34950

Phone: 772 467 3065 Email: LHudson@city-FtPierce.com

First-Time Attendee? ☐ Yes ☒ No

Will you be attending Monday's Ethics Workshop in Sittig Hall? ☒ Yes ☐ No

Will you be making your own legislative appointments? ☐ Yes ☒ No (If yes, once appointments are made, please contact **Mary Edenfield** at *medenfield@flcities.com* to let her know who you are meeting with and when.)

Dietary Restrictions: ☐ Yes ☒ No If "yes," specify dietary requirements: _____

Special Needs: ☐ Yes ☒ No If "yes," specify special requirements and notify hotel for special service: _____

Join your city colleagues from across Florida in the fight for Home Rule! **Click here** to view the League's 2018 Legislative Action Agenda.

HOTEL INFORMATION • DOUBLETREE BY HILTON TALLAHASSEE - 101 S. ADAMS ST.

Reservations: Contact the hotel at (877) 800-2652 and refer to the group name **Florida League of Cities** or group code **CIT.** For online reservations, **click here.** The room block rate is **$219/night**, single or double occupancy. Self-parking is $15 per night; valet is $18 per night. The cutoff date for making reservations is **December 29, 2017**, but please remember that the room block could sell out before this date and the Florida League of Cities cannot guarantee availability at any time. Reservations must be guaranteed by one night's deposit or a major credit card and cancellations must be made at least 24 hours prior to arrival.

FLC 2018 Legislative Action Days Registration Confirmation for Linda Hudson (24592)
EVENT PLANNING (TAL)
to:
nrios
01/09/2018 10:59 AM
Cc:
hhogarth
Hide Details
From: "EVENT PLANNING (TAL)" <EVENTPLANNING-TAL@flcities.com>
To: nrios@city-ftpierce.com
Cc: hhogarth@flcities.com

FLC 2018 Legislative Action Days

Doubletree by Hilton Tallahassee
101 S. Adams St.
Tallahassee, FL 32301

Dear Linda Hudson,

Thank you for registering for the FLC 2018 Legislative Action Days. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Heidi Hogarth
Meeting Planner
(850) 222-9684
hhogarth@flcities.com

Notes:

The Florida League of Cities 2018 Legislative Action Days will be held January 30-31, 2018.

HOUSING INFORMATION: To make your hotel reservations at the **Doubletree by Hilton Tallahassee**, contact the hotel at (877) 800-2652 and mention the Florida League of Cities and group code CIT to receive the group rate. On-line reservations:http://doubletree.hilton.com/en/dt/groups/personalized/T/THLAPDT-CIT-20180129/index.jhtml?WT.mc_id=POG. The group rate is **$219.00/night**. Self parking is $15 and valet is $18. Please note that the reservation cut-off date is **December 29, 2017**, but the hotel could sell out before that time. **If the hotel is sold out, please contact Heidi Hogarth for a list of alternative suggestions.**

Registrant Information:

Registration Date	01/09/2018
Name	Linda Hudson
Nickname	Linda
Title	Mayor
Affiliation	Fort Pierce
E-mail	nrios@city-ftpierce.com

Payment Receipt:

Date Processed	01/09/2018
Total Paid	$0.00
Payment Type	Comp

This is an automated e-mail. Please do not reply to this message.

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City Commission Regular Meeting **12.a.**

Meeting Date: 01/16/2018

Re: Application for Conditional Use - Galleria Commercial Parking Lot - 120 N Depot Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction, submitted by Property Owner(s), Galleria at Downtown Fort Pierce LLC. and Representative, Jennifer Zavila to operate a commercial parking lot located at 120 N Depot Drive, Fort Pierce, FL. The property is zoned Central Commercial (C-4), Parcel IDs: 2410-503-0077-000-9.

SUMMARY:

- The applicant is requesting approval of a Conditional Use to operate a forty-eight (48) space commercial parking lot at 120 North Depot Drive.
- The established parking lot was completed by Harbor Federal Bank (aka PNC Bank) between 2002 and 2003 to support their previous downtown branch location. Presently, the parking lot functions as reserved parking for various downtown businesses, primarily during traditional, 8am to 5pm, business hours.
- The applicant proposes additional function of the lot as a fee-to-park facility intended to service downtown visitors during peak evening/weekend activities, shows at the Sunrise Theater, and other downtown special events.
- The Planning Board, at their December 12th, 2017 meeting, voted unanimously to recommend approval with various conditions.
- A total of 33 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, zero responses have been collected. A tally of the garnered responses will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval with the following conditions:
1) Either an Ingress-Egress Easement is provided, or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking, as noted by the City Engineer;
2) The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way;
3) A trash receptacle and process for collection are integrated into the use plan; and
4) All city lighting codes are met.

ALTERNATIVES:

- Approval with alternative conditions.
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

No fiscal impact is identified with this application. It is noted that the City may determine it necessary to reconfigure the improvements within the abutting alleyway to provide for vehicular access. A valuation of the scope of necessary adjustments to accommodated has not been identified by Planning Staff.

Attachments

Staff Report

Site Aerial

Application, Use Overview, & PRC - 120 N Depot

Parking Lot Use Plans

Subject Parking Lot, Alleyway, & Adjacent Parking Areas

COFP Engineering Department Technical Review Comments

PB Minutes 12.12.17 - Galleria Application Marked

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 07:56 AM

Form Started By: Kori Benton

Started On: 01/03/2018 06:18 PM

Final Approval Date: 01/10/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Conditional Use with No New Construction**
Galleria Parking
120 N Depot Drive

DATE: January 3, 2018

STAFF REPORT

Owner/Applicant: Galleria at Downtown Fort Pierce LLC
1239 Alton Rd
Miami Beach, FL 33139

Representative: Jennifer Zavila
Pierce Harbor Realty Property Manager
117 Orange Avenue
Fort Pierce, FL 34950

Requested Action: Approval of a Conditional Use with No New Construction to operate a commercial parking lot.

Location: 120 N Depot Drive

Parcel ID: 2410-503-0077-000-9

Current Zoning: Central Commercial Zone (C-4)

Future Land Use: Central Business District

Surrounding Zoning:

North	East	South	West
C-4	C-4	C-4	C-3

Site Size: .45 acres

Staff Analysis:

Proposal

The applicant is requesting approval of a Conditional Use to operate a forty-eight (48) space commercial parking lot at 120 North Depot Drive. The established parking lot was completed by Harbor Federal Bank (aka PNC Bank) between 2002 and 2003 to support their previous downtown branch location.

Presently, the parking lot functions as reserved parking for various downtown businesses, primarily during traditional, 8am to 5pm, business hours. The applicant proposes additional function of the lot as a fee-to-park facility intended to service downtown visitors during peak evening/weekend activities, shows at the Sunrise Theater, and other downtown special events.

The application displays access to the lot is provided via Depot Drive, with a two-way driveway for ingress and egress to the south, and a circular one-way traffic configuration leading to the northern parking row and secondary exit. The parking spaces are oriented on a 90 degree, with interior landscape islands accenting the expanse of parking. Two (2) of the provided spaces are designated for handicap accessibility. Commercial lighting exists on-site, with stormwater maintenance provided via an underground exfiltration system.

The applicant has identified operation of the commercial parking lot via a parking lot attendant to accept parking fees, monitor use, and provide security of the lot. Signs and use notices are intended to be provided to guide users of cost, use provisions, and towing of unauthorized vehicles.

Downtown Business & Entertainment Overlay District.

Pursuant to City Code Section 22-16. - Designation of overlay districts (b), the subject site is located within the Downtown Business & Entertainment Overlay District. The district design and performance standards provide that all parcels within the district are exempt from off-street parking requirements, as referenced in section 22-60.

Parking Lot Functionality & Shared Access

The parking lot was developed to interface with the City's abutting alleyway to the north. The parking lot, in the absence use of the alleyway, the northern section of the parking area fails to driveway and combined driveway/parking stall width requirements for 90° parking spaces. Additionally, joint use of the alleyway and northern drive-aisle provides access to private parking lot servicing the businesses along Marina Way. Therefore, staff identified the potential for an Ingress/Egress easement to maintain the existing functionality of the applicant's parking lot, and cross access for adjacent downtown businesses. Otherwise, review of the provided dimensions suggests reconfiguration of the parking lot is necessary to meet minimum design standards as the combined parking stall depth & drive-aisle widths would not be sufficient to support the current configuration. If a shared access arrangement is provided, the established configuration could be maintained, access for adjacent commercial users to establish parking areas will be maintained, and admittance for solid waste service to a dumpster serving downtown businesses may remain. Alternatively, adjustments to the platted alleyway would be necessary to provide existing access and service accessible to abutting downtown businesses.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code, and conditionally approved the request.

The proposed Commercial off-street parking lot is a conditional use to utilize the subject parking area, other than a public right-of-way, available to the public for a fee, which includes all of the space needed for the movement of vehicles and people, landscaping and access drives.

Due to the necessity to access the alleyway along the northern property line to provide space needed for the movement of vehicles and people, and access drives, specifically for the northern row of parking, options of considering a shared access agreement between the subject site, adjacent commercial sites and the City alleyway, *or* reconfiguration of the northern parking spaces have been provided.

Additionally, it was identified that the established handicap parking spaces do not feature a designated connection to adjacent pedestrian walk-ways, which is a requirement of City Code Section 22-62 and Florida Accessibility code.

Planning Board

The Planning Board, at their December 12th, 2017 meeting, voted unanimously to recommend approval with the following conditions:

1) Either an Ingress-Egress Easement is required or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking.
2) The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way;
3) A trash receptacle and process for collection are integrated into the use plan; and
4) All city lighting codes are met.

Property Owner Response Summary:

A total of 33 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, zero responses have been collected. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed use is generally consistent with the City's Land Development Code and Comprehensive Plan therefore; staff recommends **approve** the request to operate a commercial parking lot with the following conditions:

1) Either an Ingress-Egress Easement is provided, or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking, as noted by the City Engineer;
2) The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way;
3) A trash receptacle and process for collection are integrated into the use plan; and
4) All city lighting codes are met.

THE SUNRISE CITY FORT PIERCE Florida

120 N Depot Drive

Aerial

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 117 N. 2nd St Ft pierce FL 34950 (120 N Depot Drive)

Parcel ID #(s) 2410-503-0077 -000-9

Project description managment and leasing of parking spots

The Galleria of Downtown Ft Pierce LLC	Galleria Administration
Property Owner(s)	**Applicant/Representative, Title, Company**
117 Orange Ave	117 Orange Ave
Street Address	Street Address
Fort Pierce FL 34950	Fort Pierce FL 34950
City State Zip	City State Zip
772-801-5729	772-801-5729
Phone Number	Phone Number
keaton@pierceharbor.com	keaton@pierceharbor.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.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY StLucie

The foregoing instrument was acknowledged before me this 10 day of April, 2017, by Gustavo Gutierrez who is personally known to me or has produced _____ as identification.

Marcia Talbert
Signature of Notary

(seal)

MARCIA TALBERT
Notary Public - State of Florida
Commission # FF 941785
My Comm. Expires Mar 30, 2020
Bonded through National Notary Assn.

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_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

_____

_____

_____

Fees_____ Control #_____ B. Permit #_____

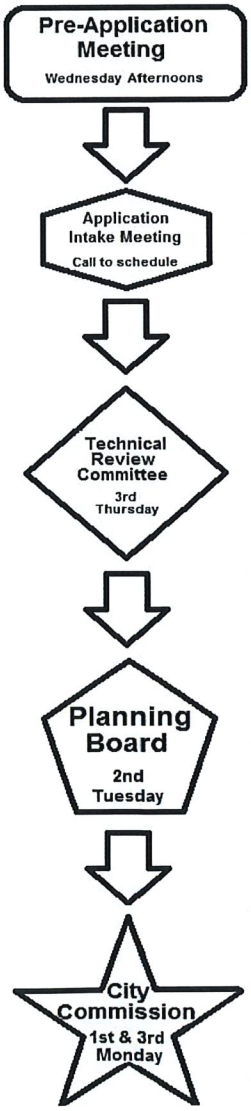
Intake Date Stamp

❑ 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 Outlook



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 N/A Parking Spaces: 49

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

North	South	East	West

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.

Conditional Use – Parking Lot

We would like to provide parking spaces on our private legal property based on supply and demand for the community. Estimated parking charge would be $5.00.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 117 N 2nd ST
Sec/Town/Range: 10/35S/40E
Map ID: 24/10N
Zoning: C4

Parcel ID: 2410-503-0077-000-9
Account #: 23073
Use Type: 2800
Jurisdiction: Fort Pierce

Ownership

Galleria at Downtown Fort Pierce LLC

1239 Alton Rd
Miami Beach, FL 33139

Legal Description

AARON LEE`S MAP OF FORT PIERCE BLK H LOTS 6 AND 7 AND W 55 FT OF LOTS 13 AND 14 AND W 30 FT OF S 2 FT OF E 100 FT OF ALLEY ADJ ON N OF LOT 14 (MAP 24/10B) (OR 616-2920: 1179-750: 1210-1614, 1616, 1618: 1210-16, 20) (OR 3611-363)

Current Values

Just/Market Value:	$114,000
Assessed Value:	$114,000
Exemptions:	$0
Taxable Value:	$114,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.45
Land Size (SF):	19,560

This information is believed to be correct at this time but it is subject to change and is not warranted.
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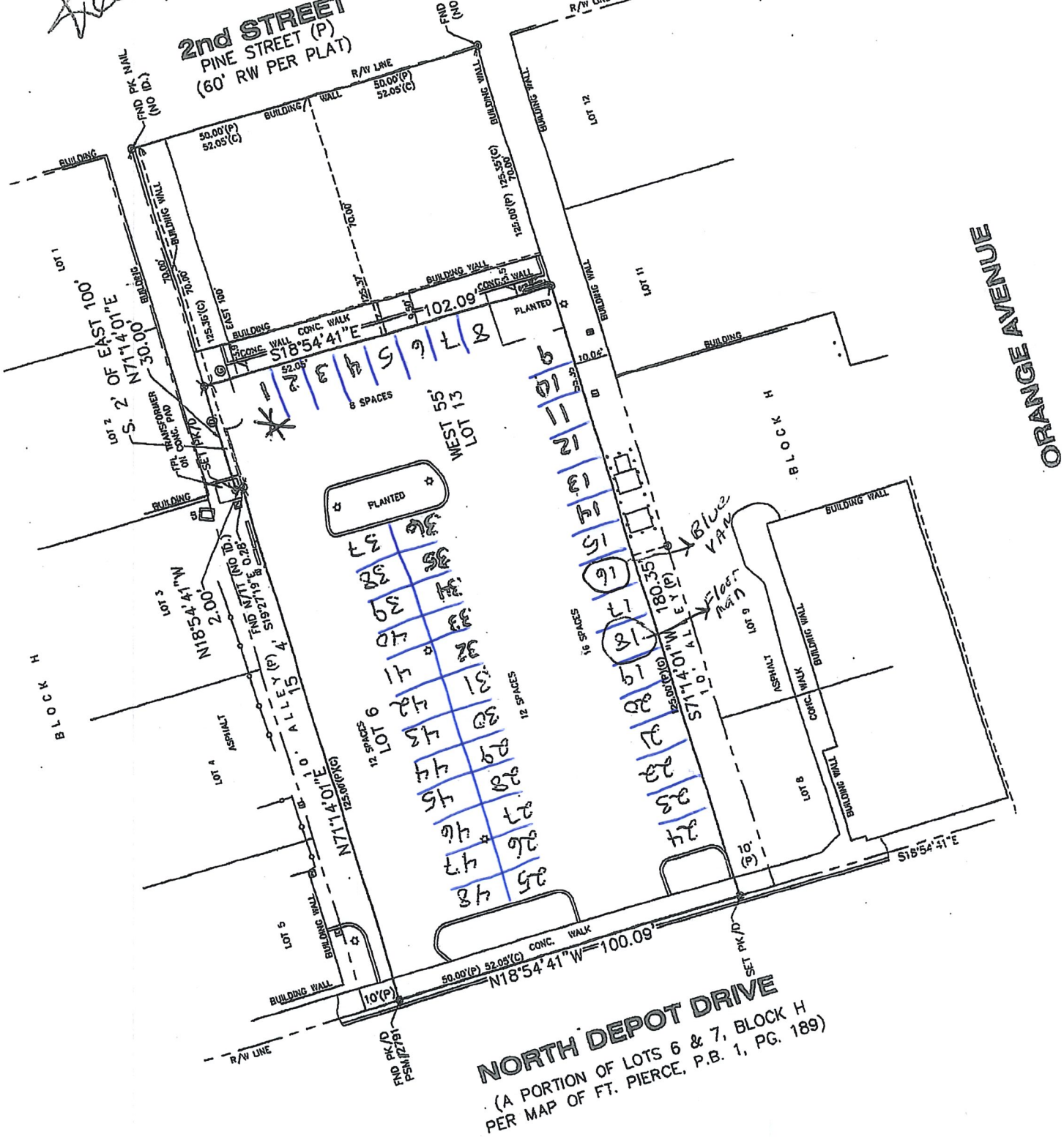
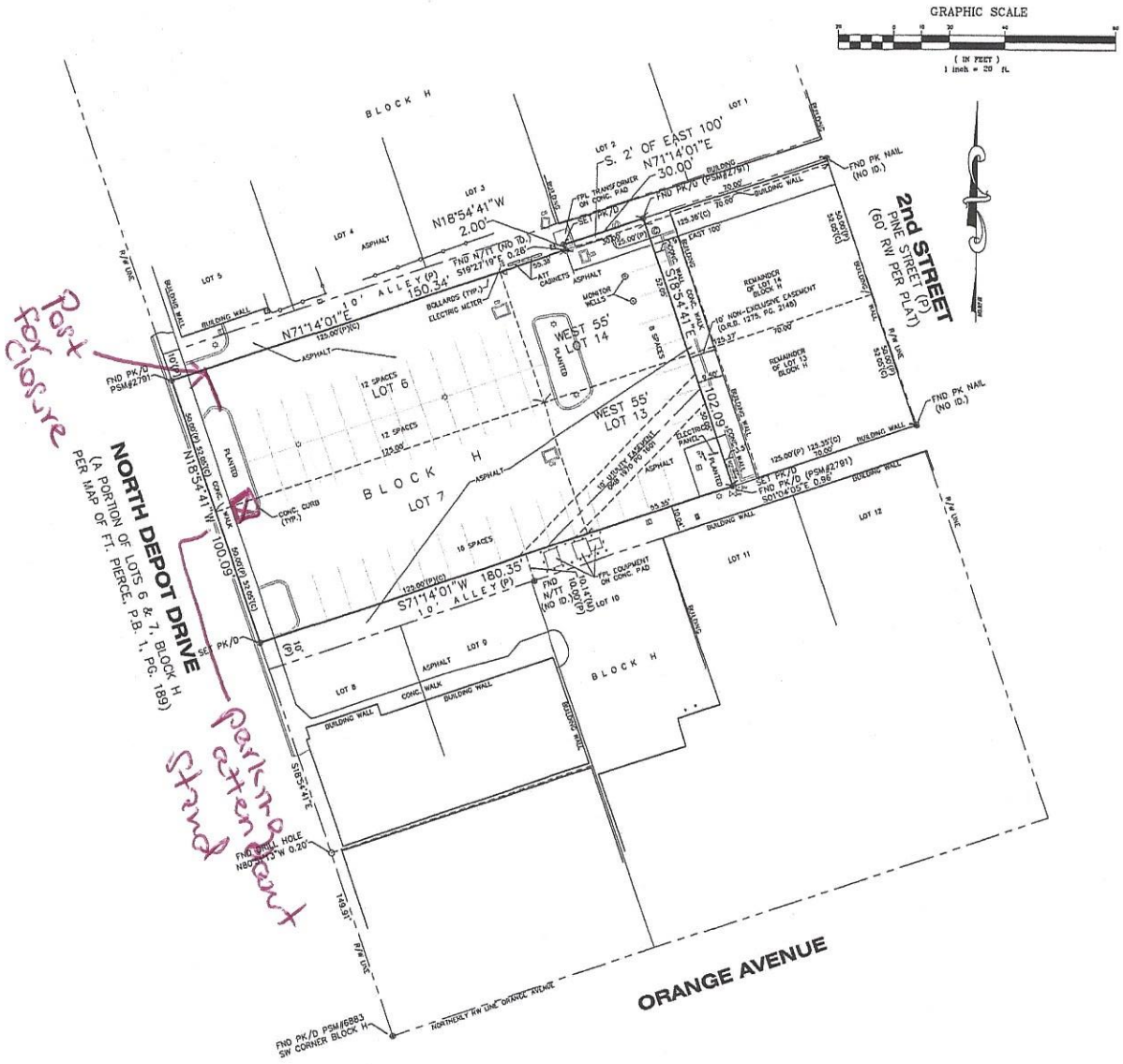
(43)

Keep for reference - notes attached



As Built



LEGEND

(P)	PLAT DATA	EL	ELEVATION
(C)	CALCULATED FROM FIELD MEASUREMENTS	CONC	CONCRETE
(D)	DEED	CATV	CABLE TELEVISION
P.O.C.	POINT OF COMMENCEMENT	SQ.	SQUARE
P.O.B.	POINT OF BEGINNING	FT.	FEET
P.O.T.	POINT OF TANGENCY	INFO.	INFORMATION
L.B.	LICENSED BUSINESS	TOB	TOP OF BANK
PRM	PERMANENT REFERENCE MONUMENT	OHU	OVERHEAD UTILITIES
IR/C	5/8" IRON ROD & CAP STAMPED "LB7673"	SV	SANITARY VALVE
C.M.	CONCRETE MONUMENT	GV	GAS VALVE
IR	IRON ROD	WV	WATER VALVE
O.R.B.	OFFICIAL RECORDS BOOK	IR	IRRIGATION
PB	PLAT BOOK		VALVE
PG	PAGE		FIRE HYDRANT
Δ	CENTRAL ANGLE		
R	RADIUS	CB	CATCH BASIN (STORM INLET)
L	ARC LENGTH		MONITORING WELL
CB	CHORD BEARING		WATER METER
CD	CHORD DISTANCE		
UGE	UNDERGROUND ELECTRIC		WATER BACKFLOW PREVENTOR
UG AT&T	UNDERGROUND AT&T		DRAINAGE MANHOLE
R/W	RIGHT OF WAY		SANITARY MANHOLE
A/C	AIR CONDITIONING		GREASETRAP
CBS	CONCRETE BLOCK STRUCTURE		FIBER OPTICS JUNCTION BOX
WM	WATER MAIN		ELECTRICAL JUNCTION BOX
FM	FORCE MAIN		CABLE TV JUNCTION BOX
P.U.	PUBLIC UTILITY EASEMENT		
D.E	DRAINAGE EASEMENT		WOOD POWER POLE
U.E	UTILITY EASEMENT		CONCRETE POWER POLE
℄	CENTERLINE		SIGN
P	PROPERTY LINE		SANITARY CLEAN OUT
No.	NUMBER	N	NORTHING (OR NORTH)
TYP	TYPICAL	E	EASTING (OR EAST)
FND	FOUND		DRAINAGE STRUCTURE
STA	STATION		
O/S	OFF SET		
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM		MAIL BOX
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM		LIGHT POLE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION		WATER METER
CCR	CERTIFIED CORNER REPORT		
MM	MAINTENANCE MAP		CHAIN-LINK FENCE
P.I.D.	PARCEL IDENTIFICATION NUMBER		WOOD FENCE
BFP	BACKFLOW PREVENTOR		

DESCRIPTION

PARCEL 3:
Lots 6, 7, 13 and 14 of the RESUBDIVISION OF BLOCK H OF AARON LEE'S PLAT OF FORT PIERCE, recorded in Plat Book 1, page 189, and the South 2 feet of the East 100 feet of the alley located between Lots 1, 2 and 14 of the RESUBDIVISION OF BLOCK H OF AARON LEE'S PLAT OF FORT PIERCE, FLORIDA, on file in Plat Book 1, page 189, of the Public Records of St. Lucie County, Florida.

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Non-exclusive easement for the benefit of Parcel 3 reserved by PNC Bank, National Association, successor by merger to National City Bank, successor by merger to Harbor Federal Savings Bank in that certain Warranty Deed recorded in Official Records Book 1275, Page 2148.

NOTES

1) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF GEOMATICS SERVICES, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2) DESCRIPTION SHOWN HEREON PROVIDED BY THE CLIENT AND/OR THEIR AGENT.
3) UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY.
4) OVERALL PARCEL CONTAINS 0.410 ACRES, MORE OR LESS (18,111 SQUARE FEET).
5) THE LAST DATE OF FIELD WORK WAS 3/04/14.
6) REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
7) THE EAST LINE OF NORTH DEPOT STREET IS ASSUMED TO BEAR N18°54'41"W, AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
8) IN CERTAIN INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
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11) LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE TITLE VERIFICATION.
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14) ALL SET MONUMENTS ARE STAMPED "LB7673".

CERTIFIED TO:

UNION TITLE SERVICES;
COMMONWEALTH LAND TITLE INSURANCE COMPANY;
GUS GUTIERREZ;
THE GALLERIA AT DOWNTOWN FORT PIERCE LLC

03/05/2014

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

JOB # 14-120

BOUNDARY SURVEY

117 N. 2ND Street
Ft. Pierce, Florida
PREPARED FOR:
GREGORY POPE

REVISIONS

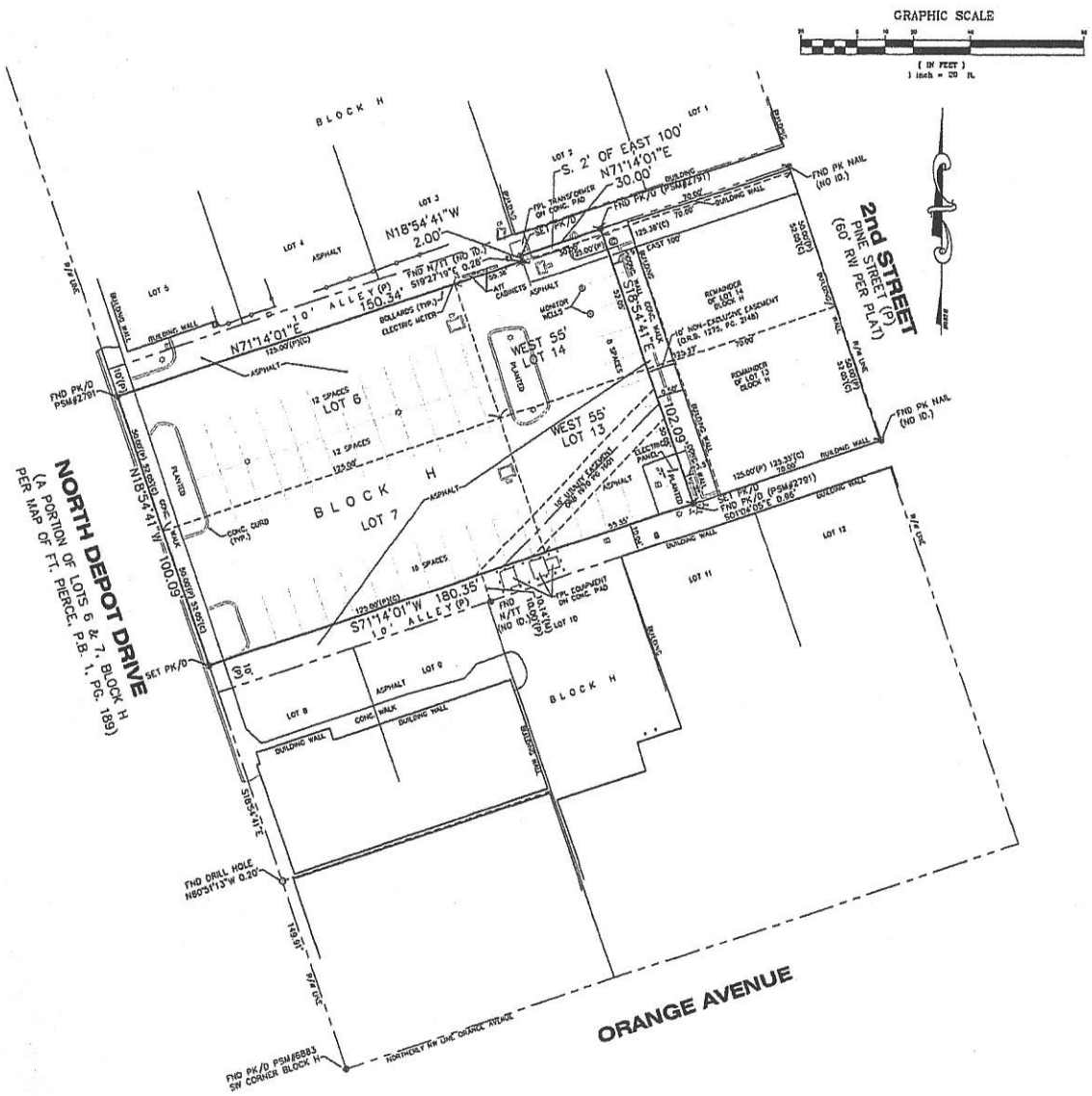
BY	DATE	REVISIONS

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FL
(772) 419-8383, FAX (772) 408-4209
CERTIFICATE OF AUTHORIZATION LB# 7673

JOB NO.: 14-120
SCALE: 1" = 20'
DATE: 3-10-2014
DRAWN BY: RCS
CHECKED BY: MTO
FIELD BOOK: 14-03
PAGE: 28
CADD FILE: 14-120.dwg

SHEET NO.: 1
OF : 1

As Built



LEGEND

(P)	PLAT DATA	EL.	ELEVATION
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P.O.C.	POINT OF COMMENCEMENT	SQ.	SQUARE
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P.O.T.	POINT OF TANGENCY	INFO.	INFORMATION
L.B.	LICENSED BUSINESS	TOB	TOP OF BANK
PRM	PERMANENT REFERENCE MONUMENT	OHU	OVERHEAD UTILITIES
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C.M.	CONCRETE MONUMENT	GV	GAS VALVE
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PB	PLAT BOOK		VALVE
PG	PAGE		FIRE HYDRANT
Δ	CENTRAL ANGLE		
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CB	CHORD BEARING		WATER METER
CD	CHORD DISTANCE		
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UG AT&T	UNDERGROUND AT&T		DRAINAGE MANHOLE
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D.E.	DRAINAGE EASEMENT		WOOD POWER POLE
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TYP	TYPICAL	E	EASTING (OR EAST)
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N.A.V.D.	NORTH AMERICAN VERTICAL DATUM		MAIL BOX
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CERTIFIED TO:

UNION TITLE SERVICES;
COMONWEALTH LAND TITLE INSURANCE COMPANY;
GUS GUTCHRICH;
THE CALLEWA AT DOWNTOWN FORT PIERCE LLC

03/05/2014

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

JOB # 14-120

BOUNDARY SURVEY

117 N. 2ND Street
Ft. Pierce, Florida
PREPARED FOR:
GREGORY POPE

REVISIONS

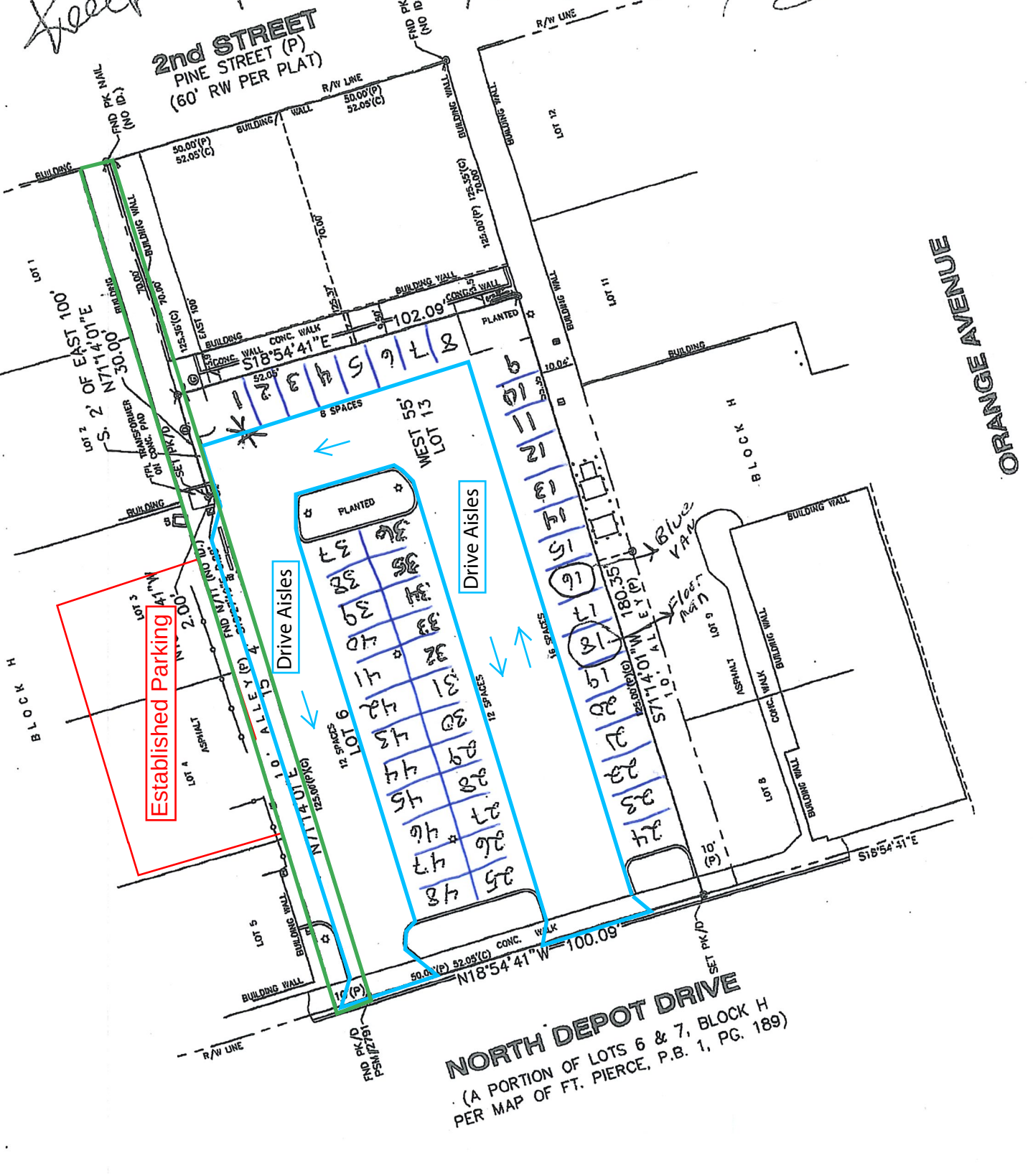
BY	DATE	DESCRIPTION

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1924 TUCKER COURT, FORT PIERCE, FL
(772) 419-8.SSI, FAX (772) 408-4028
CERTIFICATE OF AUTHORIZATION LB# 7673

JOB NO.: 14-120
SCALE: 1" = 20'
DATE: 3/04/2014
DRAWN BY: BCS
CHECKED BY: MTO
FIELD BOOK: 1 PAGE: 41 28
CODE FILE: 117NPOPE

SHEET NO. 1
OF : 1

TOW AWAY
24 HRS. ZONE 7 DAYS A WK.
UNAUTHORIZED VEHICLES OR VESSELS WILL BE TOWED AT OWNER'S EXPENSE
TREASURE COAST TOWING
RESERVED PARKING
NOW AVAILABLE
772-801-5729
PRIVATE PARKING
ONLY


2nd STREET
PINE STREET (P)
(60' RW PER PLAT)
ORANGE AVENUE
NORTH DEPOT DRIVE
(A PORTION OF LOTS 6 & 7, BLOCK H
PER MAP OF FT. PIERCE, P.B. 1, PG. 189)
Established Parking
Drive Aisles
Drive Aisles
WEST 55' LOT 13
LOT 6
LOT 7
8 SPACES
12 SPACES
12 SPACES
16 SPACES
PLANTED
PLANTED
S18°54'41"E 102.09'
N18°54'41"W 100.09'
S71°14'01"W 180.35'
N71°14'01"E 125.00'(P)(C)
S. 2' OF EAST 100' N71°14'01"E 30.00'
BLOCK H
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 11
LOT 12
ASPHALT
CONC. WALK
BUILDING WALL
R/W LINE
FND PK NAIL (NO ID.)
FND PK/D PSM 2791
SET PK/D
TFL TRANSFORMER ON CONC. PAD
Blue VAN
Floor VAN

ENGINEERING COMMENTS:

1. Provide a Boundary and Topographic Survey signed and sealed by a Florida Licensed Land Surveyor and Mapper in accordance with the City of Fort Pierce Code of Ordinances Section 17-27(a)(7).
2. Provide a plan identifying the parking stall dimensions, driveway aisle dimensions, location of handicapped parking stalls, and associated handicapped access aisles.
3. The project proposes the exclusive use of six (6) on-street public parking stalls along Orange Avenue directly east of North 2nd Street; please note that the exclusive utilization of on-street parking stalls for a private development is not permitted and these stalls shall remain open to the public.
4. The submittal indicates that the applicant is installing a chain or a gate across the northern parking lot's entrance. This in turn would prevent access to the private parking lot servicing the businesses located at 211 Avenue A. While there is nothing to prevent the applicant from installing this barrier, the City would in turn be required to develop the existing public alleyway in order to provide access, which would prohibit the use of the alleyway as part of the applicant's parking lot. Therefore, either an Ingress-Egress Easement is required or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking.

JRA/TST/tst

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 12, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Michael Broderick**; **Gloria Johnson-Scott**; **Brian Paul**; **Tim O'Connell**; **Bob Burdge**; **John George**; **Frank Creyaufmiller**, **Chairman**

Staff Present: **James Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

All Planning Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the November 14, 2017 meeting

Motion was made by Michael Broderick, and seconded by John George to approve the minutes from the November 14, 2017 meeting.

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

6. NEW BUSINESS

a. **Voluntary Annexation - 5450 S US Highway 1**

Mr. Benton gave an overview of the application. Lee Dobbins, Applicant Representative, made himself available for questions. No one spoke against the application.

Motion was made by John George, and seconded by Tim O'Connell to forward a recommendation of approval to the City Commission.

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

b. **Zoning Atlas Amendment & Planned Development - Jenkins Road KOA - 3180 S. Jenkins Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the landscape buffer, sidewalks considered for installation and the zoning change.

Lee Dobbins, Applicant Representative, provided additional information on the neighborhood meetings and the sidewalk payment in lieu of.

No one spoke against the application.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the proposal upon the following conditions:

1. **The development plan accommodates a right-of-way dedication consistent with St. Lucie County's established provisions for Jenkins, Edwards, and McNeil roads, maintaining landscape buffering plans presented;**
2. **The applicant completes sidewalks, or provides payment-in-lieu of sidewalk construction, pursuant to City Code Section 22-62 or applicable St. Lucie County provisions as abutting roadways are under County jurisdiction.**
3. **Transportation Level of Service (LOS) analysis and potential suggestions by St. Lucie County are considered by the final development plan, where applicable.**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

c. **Conditional Use with No New Construction - Galleria Parking - 120 N. Depot Drive**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the angle parking configuration, shared access alleyway and lighting.

Mr. Messer asked Mr. Benton how the city will ensure the establishment of an ingress easement is accomplished and if the ingress and egress easement is what is being referred to in the first condition. Mr. Benton stated the easement is what is being referred to in the first condition in the staff report and the capacity has been left open for various ways of accomplishing the shared access, whether it is a private agreement or an actual access easement.

Gus Gutierrez, Applicant, stressed that the parking lot is private property and after hours cars are being towed for liability reasons. Mr. Gutierrez said to prevent cars from being towed during special events and after hours, a parking lot attendant would collect for parking, and in turn the

city would have an additional 40 - 60 parking spaces. Mr. Gutierrez answered questions from the Board on lighting, intention to have angle parking and different ways of closing off the parking lot.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the request to operate a commercial parking lot with the following conditions:

1. **Either an Ingress-Egress Easement is required or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking.**
2. **The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way; and**
3. **A trash receptacle and process for collection are integrated into the use plan; and**
4. **All city lighting codes are met.**

AYE: **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

d. **Conditional Use - Deese Dwelling Rental - 1011 Boston Avenue**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding change of use and the conditional use staying with the property.

Ms. Grohall explained the change of use permit.

Kevin Deese, Applicant, asked if approved, if he has to go through with the request. Ms. Grohall explained that he would not be obligated in anyway and if the conditional use is not used within a 12 month window then the conditional use would have to be re-applied for.

Mr. Messer explained that the conditions do follow the property and if the conditional use cannot be met, then the condition does not exist.

Motion was made by John George, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;**
4. **The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and**
5. **Limit occupancy based on the number of bedrooms, and no more than 2 vehicles (one vehicle per unit).**

AYE: **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Chairman Frank Creyaufmiller**

Passed

City Commission Regular Meeting **12.b.**

Meeting Date: 01/16/2018

Re: Conditional Use - Deese Dwelling Rental - 1011 Boston Avenue

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners, Kevin and Heather Deese to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1011 Boston Avenue, Fort Pierce, FL. The property is zoned R-4, Medium Density Residential Zone (Parcel ID 2409-802-0016-000-8).

SUMMARY:

- The applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1011 Boston Avenue, to offer lodging of less than six (6) months and a minimum of one (1) month to guests.
- The subject property consists of a primary and ancillary structure. The primary structure is a two-story single family home with a finished floor area of 2,128 square feet, containing three (3) bedrooms, two (2) bathrooms and traditional support rooms. A detached two-car garage and guest house supplement this residential structure.
- The applicant is seeking to rent both of the two (2) apartments in the rear.
- The Planning Board, at their December 12th meeting, voted unanimously in favor to recommend approval of the requested Conditional Use.
- A total of 30 notifications of the proposal were mailed to owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Staff recommends the City Commission approve the request with the following conditions:

1) The maximum occupancy of each unit does not exceed two (2) individuals; two individuals per bedroom, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and

5) Limit no more than 2 vehicles (one vehicle per unit).

ALTERNATIVES:

Approval with alternative conditions
Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
Paul Thomas, Building Official

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem and Tourism Tax Revenue

Attachments

Staff Report
Site Aerial & Zoning Maps
Application
Property Record Card
Narrative & Guidelines
Survey
Site Plan
Floor Plans
TRC Minutes (Draft)
Planning utesBoard Minutes (Draft)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 07:59 AM

Form Started By: Vennis Gilmore
Started On: 01/04/2018 03:15 PM
Final Approval Date: 01/10/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: Application for Conditional Use
Deese Dwelling Rental
1011 Boston Avenue

DATE: January 4, 2018

STAFF REPORT

Owner/Applicant: Kevin & Heather Deese
1011 Boston Avenue
Fort Pierce, FL. 34950

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as more than one (1) month.

Location: 1011 Boston Avenue

Parcel ID: 2409-802-0016-000-8

Current Zoning: Medium Density Residential Zone (R-4)

Future Land Use: Medium Density Residential (RM)

Surrounding Zoning:

North	East	South	West
R-4	R-3	R-4	R-4

Site Size: .46 acres

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1011 Boston Avenue, to offer lodging of less than six (6) months and a minimum of one (1) month to guests. The subject property consists of a primary and ancillary structure. The primary structure is a two-story single family home with a finished floor area of 2,128 square feet, containing three (3) bedrooms, two (2) bathrooms and traditional support rooms. A detached two-car garage and guest house supplement this residential structure. The property is not located within a historic district; however the structures on the property were built in the year of 1936 and are considered historic structures. The guest house in the rear of the property was originally a one (1) unit structure (with a staircase) built on stilts. Currently the guest house consists of another unit beneath the original guest house structure. The existing guest house has a finished floor area of 1, 248 square feet, two (2) one bedroom units with a kitchen and full bathroom each. There are no building permit records on file with the City of Fort Pierce for the additional unit. The applicant is seeking to rent both of the two (2) apartments in the rear. The property is zoned Medium Density Residential Zone (R-4).

The property is located near the southeast corner of Boston Avenue and S. 11th Street. The site is surrounded by Samuel D. Bennett, Jr. Memorial Park to the east and single family residences to the north, south, and west. This site features a primary driveway entrance from Boston Avenue; as well as a secondary entrance to the ancillary structure in the rear of the property. A 5 foot wide sidewalk extends along Boston Avenue to the north, along the 150 feet of street frontage of the subject property.

The applicant has presented operational guidelines in an effort to minimize adverse impacts to the adjacent homes. The applicant has stated that marketing will be geared toward professionals. Restrictions include the strict screening of potential renters and requirement of substantial security deposits by guests. The applicant lives in the primary structure and will serve as the on-site Property Manager for the dwelling rental.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of <u>rental on a daily, weekly</u> or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for <u>periods of</u> <u>less than 31 days</u> or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than one (1) month. The rental of a dwelling for periods greater than one (1) month, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment *(ADA & Misc. Regulations)*	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use

The subject site is located within the Medium Density Residential Zone (R-4) district which is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three (3) or more dwelling units. Maximum gross densities should generally not exceed ten (10) units per acre for conventional developments and twelve (12) units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted under the parameters and safeguards set forth in this section. Furthermore, the site has a land use designation of Medium Density Residential (RM).

The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

Traffic & Parking

The traffic generation from the proposed use is undetermined based upon numerous variables present, and the absence of complete data by the Institute of Transportation Engineers (ITE) Trip

Generation Manuel. Review of similar uses of this scale, in comparison to impacts of a multifamily housing development, suggest an insignificant effect overall evaluation; however the absence of maximum occupancy, occurrence of short lengths of stay, and frequency of cleaning services are variables that may concentrate trips during seasonal months and weekends, causing elevated traffic impacts during such times.

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject site features a one (1) car garage, a two (2) car carport and driveway space to both the primary and ancillary structure.

Conditional Use

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than one (1) month would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

Planning Board Recommendation:

The Planning Board, at their December 12th meeting, voted unanimously in favor to recommend approval of the requested Conditional Use. A total of 30 notifications of the proposal were mailed to owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission approve the request with the following conditions:

1) The maximum occupancy of each unit does not exceed two (2) individuals; two individuals per bedroom, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and

5) Limit no more than 2 vehicles (one vehicle per unit).

Deese Residence

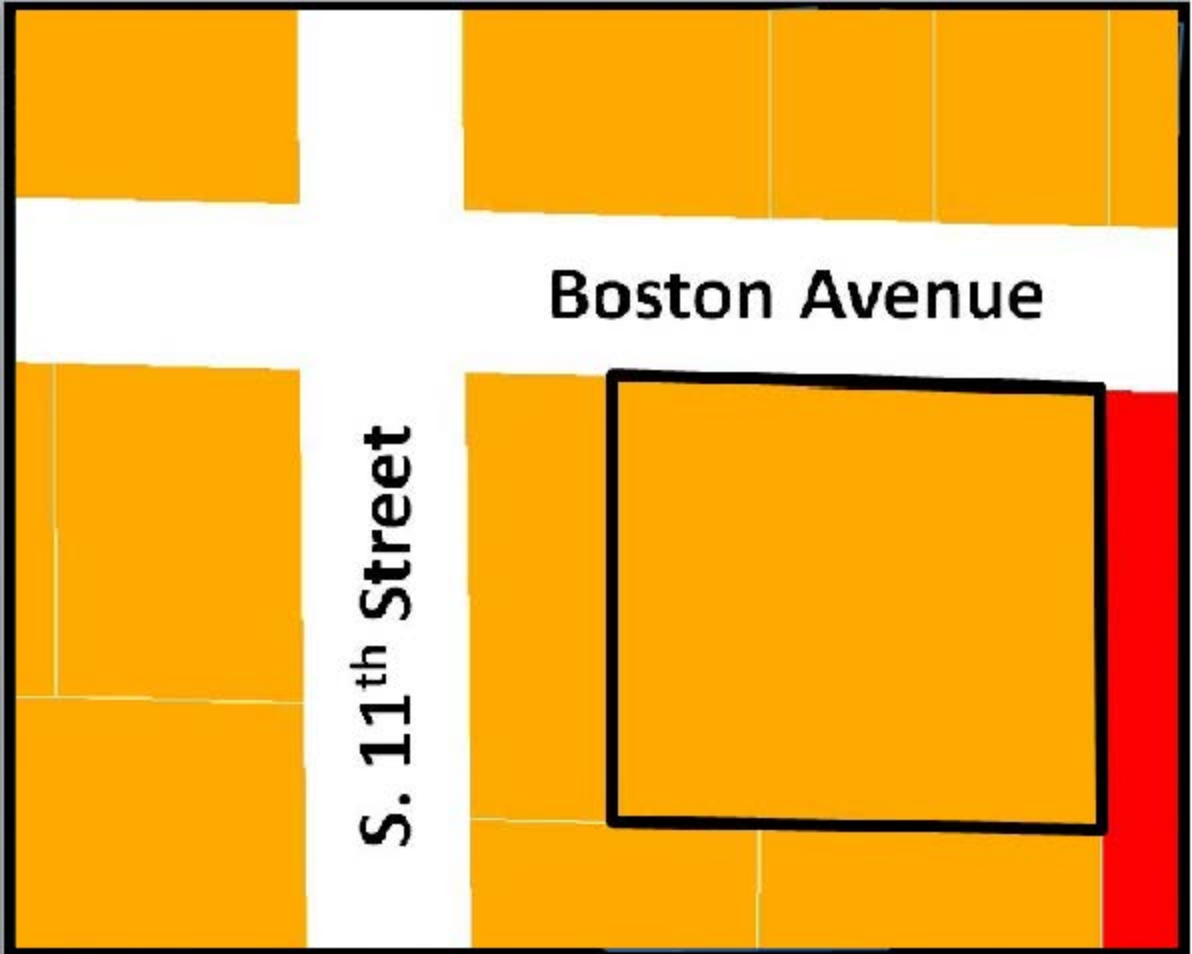
Conditional Use w/ No New Construction

1011 Boston Avenue

Aerial Map

N W E S

THE SUNRISE CITY FORT PIERCE Florida



Deese Residence

Conditional Use w/ No New Construction

1011 Boston Avenue

N
W E
S

R-4 = **R-3** =

THE SUNRISE CITY FORT PIERCE Florida

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 1011 Boston Ave Fort Pierce FL 34950
Parcel ID #(s) 2409-802-0016-000-8
Project description Dwelling Rental

Kevin & Heather Deese	SAME
Property Owner(s)	**Applicant/Representative, Title, Company**
1011 Boston Ave	
Street Address	Street Address
Fort Pierce FL 34950	
City State Zip	City State Zip
970-213-8258	
Phone Number	Phone Number
crazzieaudio@gmail.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.*

Kevin Deese Heather L Deese
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY
The foregoing instrument was acknowledged before me this 30th day of October, 2017, by Kevin Deese who is personally known to me or has produced _____ as identification.

Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA
AMARIS ISABEL GIL
MY COMMISSION # FF 914194
EXPIRES: August 30, 2019 (seal)
Bonded Thru Budget Notary Services

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_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

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

Linda Hudson, Mayor

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

Approved as to Form
And Correctness:

James M. Messer, Esq.
City Attorney

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.

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.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	1011 BOSTON AVE
Parcel ID:	2409-802-0016-000-8
Account #:	22611
Map ID:	24/09S
Use Type:	0100
Zoning:	R4
City/County:	Fort Pierce

Ownership

Kevin J Deese
Heather L Deese

1011 Boston AVE
Fort Pierce, FL 34950

Legal Description

DUKETT S/D BLK 2 LOTS 5, 6 AND 7 (OR 3917-380)

Current Values

Just/Market Value:	$154,300
Assessed Value:	$154,300
Exemptions:	$154,300
Taxable Value:	$0

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	3,376
Gross Area (SF):	4,526
Land Size (acres):	0.46
Land Size (SF):	19,950

Sale History

Date:	Sep 28, 2016
Book/Page:	3917 / 0380
Sale Code:	0001
Deed:	WD
Grantor:	Bennett Anna R
Price:	$275,000
Date:	Jul 12, 2005
Book/Page:	2327 / 2779
Sale Code:	XX01
Deed:	QC
Grantor:	Bennett,Anna R
Price:	$100
Date:	Jun 14, 2002
Book/Page:	1541 / 1319
Sale Code:	XX04
Deed:	QC
Grantor:	Bennett,Anna R
Price:	$100
Date:	Jul 1, 1987
Book/Page:	0573 / 0668
Sale Code:	XX01
Deed:	CV
Grantor:	
Price:	$0
Date:	May 1, 1985
Book/Page:	0467 / 1843
Sale Code:	XX01
Deed:	CV
Grantor:	
Price:	$0

Building Information (1 of 3)

Finished Area: 2,128 SF

Gross Total Area: 2,694 SF

Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable
Building Type: HC	Year Built: 1936	Frame:
Grade: C	Effective Year: 1980	Primary Wall: Wood/Sheath
Story Height: 2 Story	No. Units: 1	Secondary Wall:

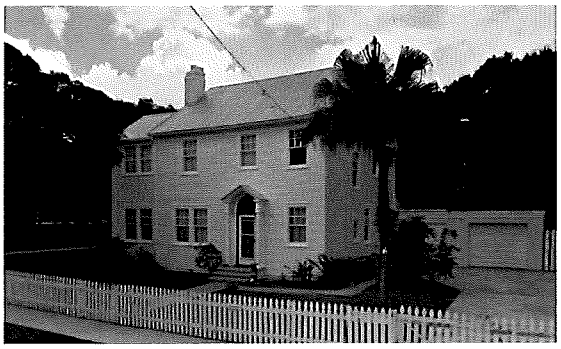
Interior Data

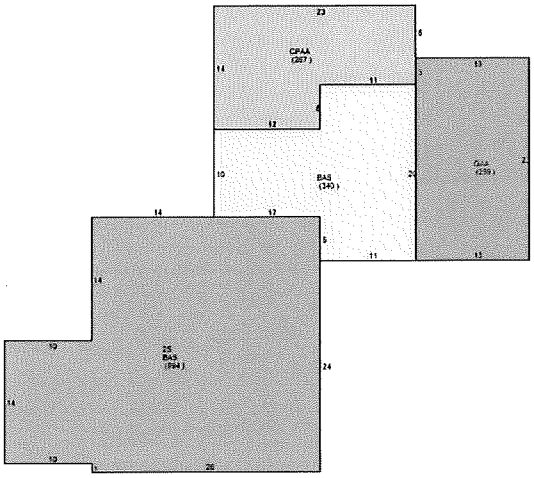
Bedrooms: 1	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0

Half Baths: 0
A/C %: 100%

Heat Fuel: ELEC
Heated %: 100%

Primary Floors: Double Pine
Sprinkled %: N/A%





Building Information (2 of 3)

Finished Area: 1,248 SF

Gross Total Area: 1,348 SF

Exterior Data

View:
Building Type: HC
Grade: C
Story Height: 2 Story

Roof Cover: Metal
Year Built: 1936
Effective Year: 1980
No. Units: 1

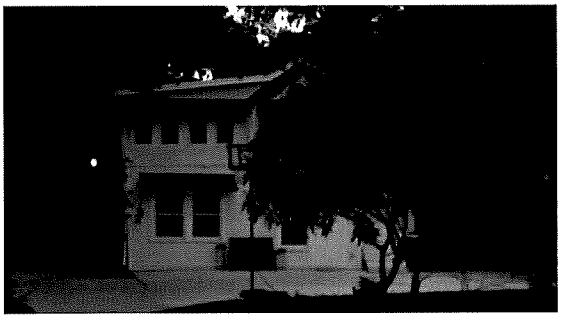
Roof Structure: Gable
Frame:
Primary Wall: Wood/Sheath
Secondary Wall:

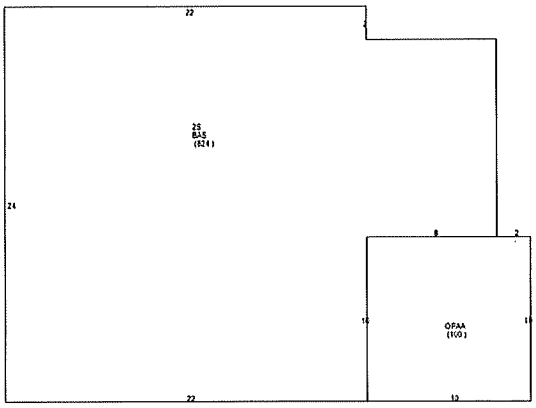
Interior Data

Bedrooms: 3
Full Baths: 2
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Hardwood
Sprinkled %: %





Building Information (3 of 3)

Finished Area: 0 SF

Gross Total Area: 484 SF

Exterior Data

View:
Building Type: DCAR
Grade: DC
Story Height: 1 Story

Roof Cover: Tar & Gravel
Year Built: 1936
Effective Year: 1960
No. Units: 0

Roof Structure: Flat/Shed
Frame:
Primary Wall:
Secondary Wall:

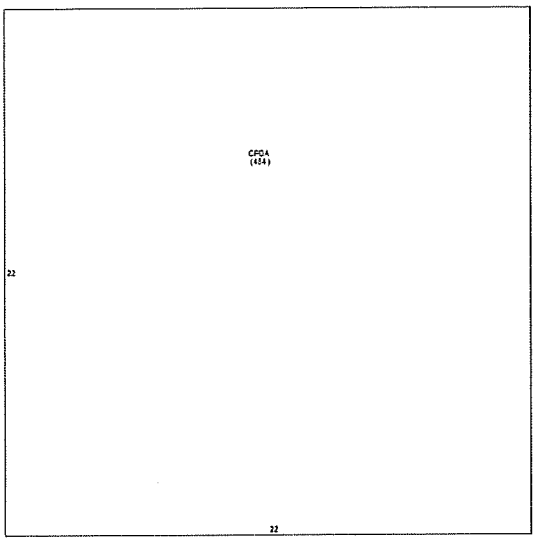
Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: %

Electric:
Heat Type:
Heat Fuel:
Heated %: %

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:
Sprinkled %: %

Image of Sketch unavailable for display



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	$141,400
Land:	$12,900
Just/Market:	$154,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$154,300
Exemption(s):	$154,300
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2017	2017	0500	Homestead Exemption	$25,000
Tax Year	Grant Year	Code	Description	Amount
2017	2017	0550	Homestead Exemption over $ 50,000	$0
Tax Year	Grant Year	Code	Description	Amount
2017	2017	2100	Total & Permanent Service Connected Disability	$124,300
Tax Year	Grant Year	Code	Description	Amount
2017	2017	2400	Veteran's Disability	$5,000

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	$54.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Permits

Number:	RF20052488
Issue Date:	Jan 6, 2005
Description:	Roof
Amount:	$10,800
Fee:	$233
Number:	BP16-0358
Issue Date:	Feb 12, 2016
Description:	Re Roof Permit
Amount:	$3,300
Fee:	$100
Number:	BP16-2609
Issue Date:	Oct 11, 2016
Description:	Garage Door
Amount:	$835
Fee:	$0
Number:	BP16-3222
Issue Date:	Jan 31, 2017
Description:	Remodel
Amount:	$25,000
Fee:	$0

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.
© Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

October 28, 2017
To: City of Fort Pierce Planning Department
Re: Conditional Use Request for Rentals in Residential Zone R4
Address: 1011 Boston Ave
Fort Pierce, FL 34950

We moved to this particular neighborhood of Fort Piece with the intent to help improve the community. After living in an affluent city in Colorado we heard about the needs of the inner-city of Fort Pierce so we decided to move in and help out. Our neighborhood is currently depressed with many empty, abandoned and unkept homes. The majority of the homes are occupied by renters, transients and less fortunate circumstances. One of our goals is to be a bright spot in the community and help increase desirability to live here. Our particular block is already improving with others wanting to invest their time and money here.

As a disabled veteran we need the additional income the rentals can provide. We bought this historic home West of the Historic District with the understanding that the two rentals would allow us to generate that extra income. It was ran as a short term rental on Airbnb.com by the previous owner. It is our desire to continue to provide a safe, clean and quiet location for people to either vacation or come for business.

We expect an average $25k/year rental revenue. This additional tax revenue for the city will hopefully be of great value. Our personal ability to continue to own this home greatly depends on the approval of this application and the ability to list our home on marketing websites such as Airbnb. The types of renters we allow to stay with us and our five children on our property are respectful, quiet and pay at check-in for their stay. They are professionals looking for a getaway.

Our tenants will feel comfortable and be held to the highest standards so as to add value to the neighborhood and the city.

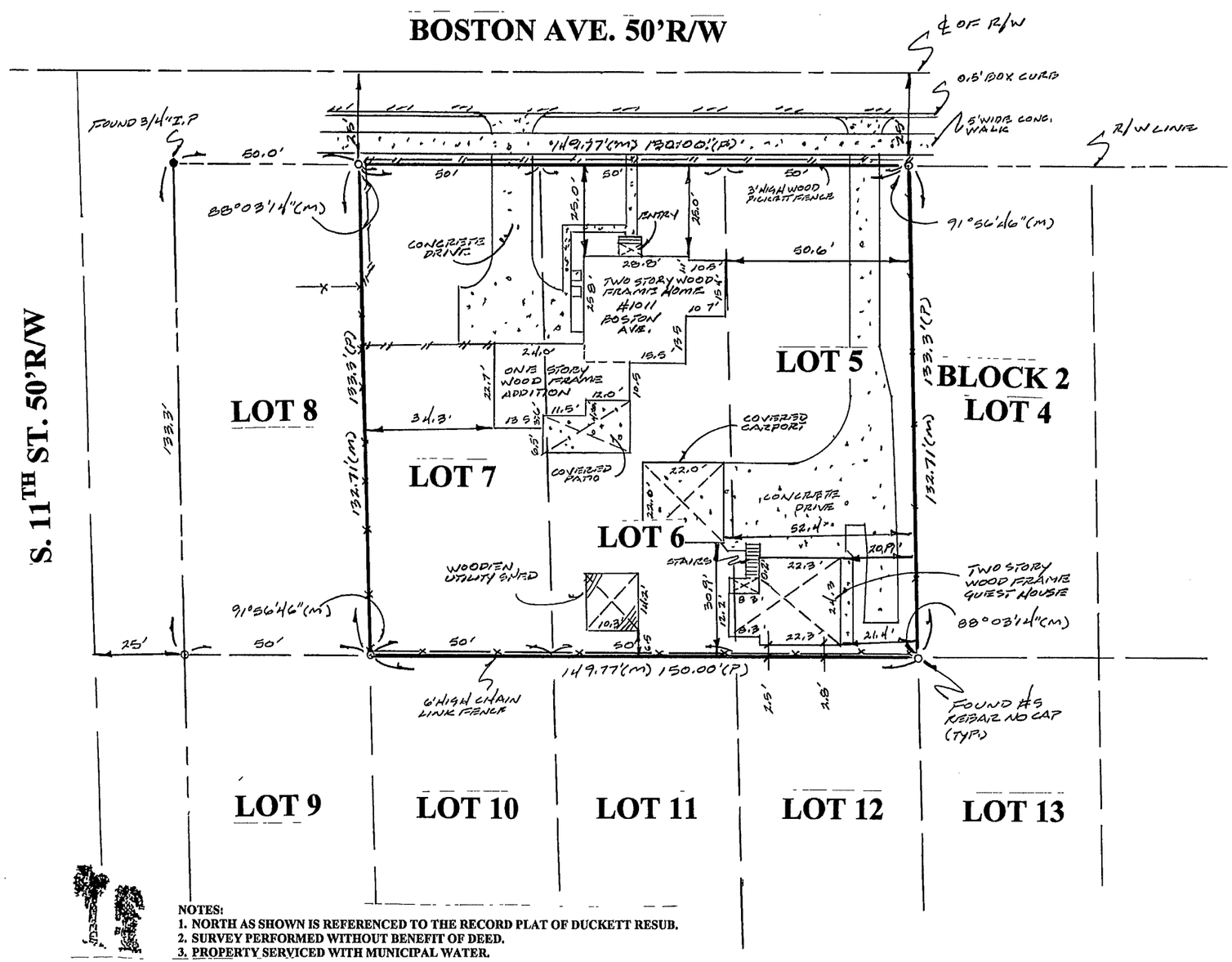
- Ample Parking is available for each unit. There is space for vehicles in the private drive and two of those spaces are in a covered carport next to the apartments. See map. REVISED: no more than two tenants and one vehicle will be permitted. Vehicles will be parked in the yard under the covered parking. Additional vehicles will only be permitted with exceptional reasoning, i.e. moving, or evening visits. If there are additional vehicles they will also be parked on the property and not on the street.
- REVISED: Compliance to all local and city noise regulations will be strictly enforce. Since we have young children, absolutely no large parties, public alcohol, loud music or excessive noise will be allowed.
- REVISED: One small pet will be permitted with a deposit.
- REVISED: Garbage will be place at the curb just outside of the gate no earlier than 5pm the night before regular pickup and will be back on the property stored next to apartment building no later than 7pm the day of pickup.
- Online marketing efforts will be geared towards professionals and those seeking vacations to be remembered or a quiet place while away on business.

- Tenants are pre-screened and payments approved through highly professional websites and personal communication with us.

It's our intent to help improve this great city on the West side of US1. Thank you for considering our application with the most urgency possible.

Sincerely,
Kevin and Heather Deese
970-213-8258
772-242-3320

CERTIFIED TO: KEVIN J. DEESE & HEATHER L. DEESE
NEILL GRIFFIN TIERNEY NEILL & MARQUIS, CHARTERED
COMMONWEALTH LAND TITLE INSURANCE COMPANY
WINTRUST MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR, A DIVISION OF BARRINGTON BANK AND TRUST, N.A.



NOTES:
1. NORTH AS SHOWN IS REFERENCED TO THE RECORD PLAT OF DUCKETT RESUB.
2. SURVEY PERFORMED WITHOUT BENEFIT OF DEED.
3. PROPERTY SERVICED WITH MUNICIPAL WATER.

N

LEGEND

IP = IRON PIPE
CM = CONCRETE MONUMENT
PRM = PERMANENT REFERENCE MONUMENT
PCP = PERMANENT CONTROL POINT
POB = POINT OF BEGINNING
D/W = DRIVEWAY
R/W = RIGHT OF WAY
S/T = SEPTIC TANK
D/F = DRAIN FIELD
PP = POWER POLE
PL = PROPERTY LINE
C/L = CENTER LINE
FFE = FINISH FLOOR ELEVATION
EL = ELEVATION
EOW = EDGE OF WATER
MHWL = MEAN HIGH WATER LINE
CCCL = COASTAL CONSTRUCTION CONTROL LINE
MH = MANHOLE
(P) = PLAT DATA
(L) = LEGAL DATA
(M) = MEASURED DATA
SEC = SECTION
TWP = TOWNSHIP
RGE = RANGE
BM = BENCHMARK
R = RADIUS
L = LENGTH
A = CENTRAL ANGLE
C = CHORD
C BRG = CHORD BEARING
FB = FIELD BOOK
PG = PAGE
PT = POINT OF TANGENT
PC = POINT OF CURVE
PRC = POINT OF REVERSE CURVE
POC = POINT ON CURVE
PCC = POINT OF COMPOUND CURVE
STA = STATION
FND = FOUND
EOP = EDGE OF PAVEMENT
BOC = BACK OF CURVE

NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT, WAS PERFORMED BY, NOR FURNISHED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE EASEMENTS, RIGHT OF WAYS, OR UNRECORDED DEEDS WHICH MAY EFFECT SUBJECT PROPERTY

FEM A
FLOOD ZONE "X"
C-P # 12111C0179 J
EFFECTIVE DATE 5-4-89, 2/16/12

SURVEYORS CERTIFICATE

I H KIM PICKERING DO HEREBY CERTIFY THAT I AM A DULY LICENSED AND PRACTICING REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THIS SKETCH OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR A SURVEY AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA ADMINISTRATIVE CODE CHAPTER 5J 17, AND THAT UNDER MY SUPERVISION DID MAKE A SURVEY OF

LOTS 5 - 7 BLOCK 2

DUKETT RESUB - DIVISION

AS SHOWN IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AT PLAT BOOK 5, PAGE 33, AND THAT SAID SURVEY WAS ACTUALLY MADE ON THE GROUND PER THE DESCRIPTION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

H. Kim Pickering 3/24/16
H KIM PICKERING REG LAND SURVEYOR NO 4859
THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL

REV.	DATE	DESCRIPTION	BY	F.P. & PG.	TASK NO	DATE OF FIELD WORK
	3/24/16	RECORD SURVEY	Kim	FILE		3/17/16

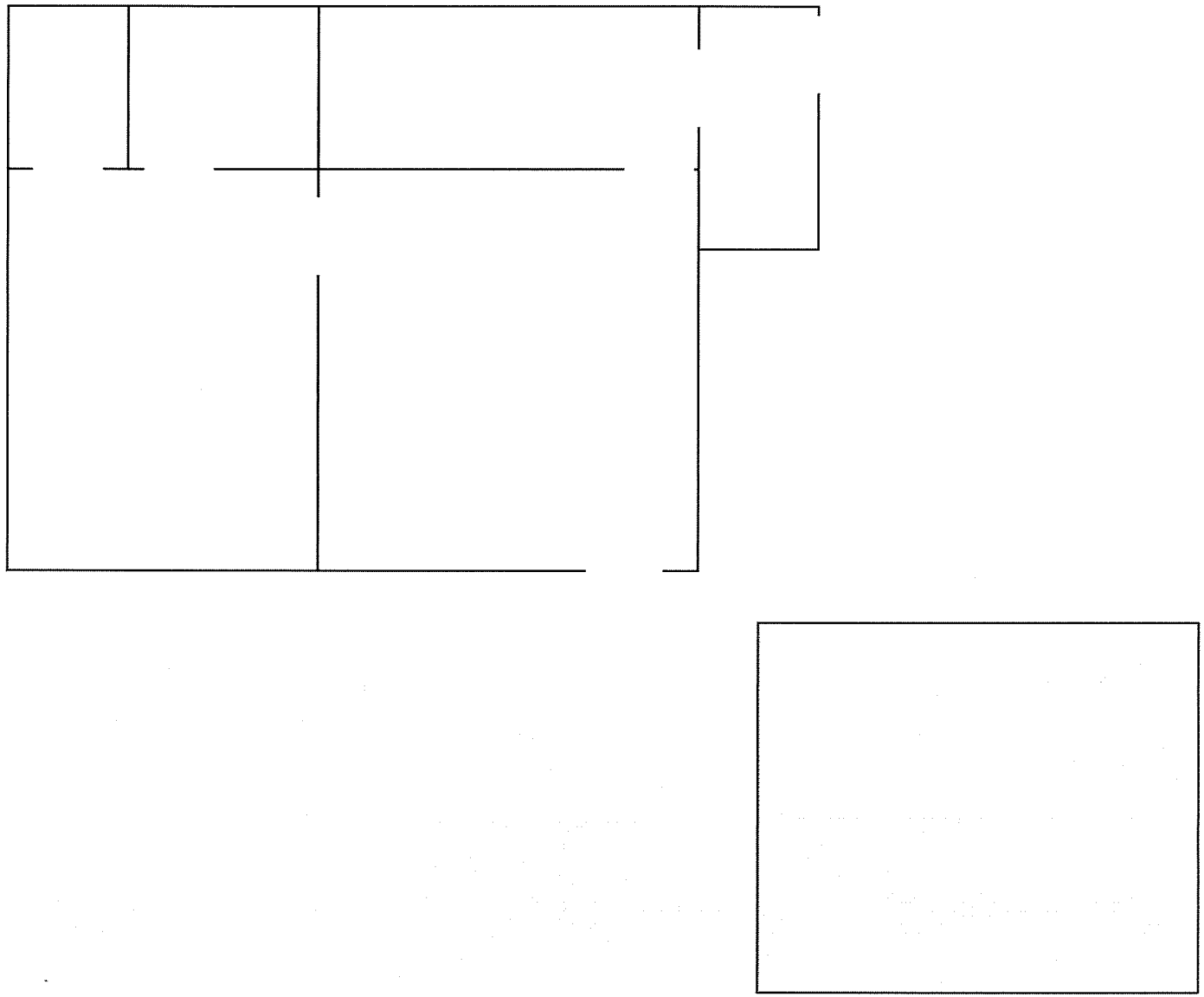
DRAWN	CHK'D
Kim	HKP.
SCALE	DATE
1" = 20'	3/24/16

RECORD SURVEY FOR
KEVIN & HEATHER DEESE

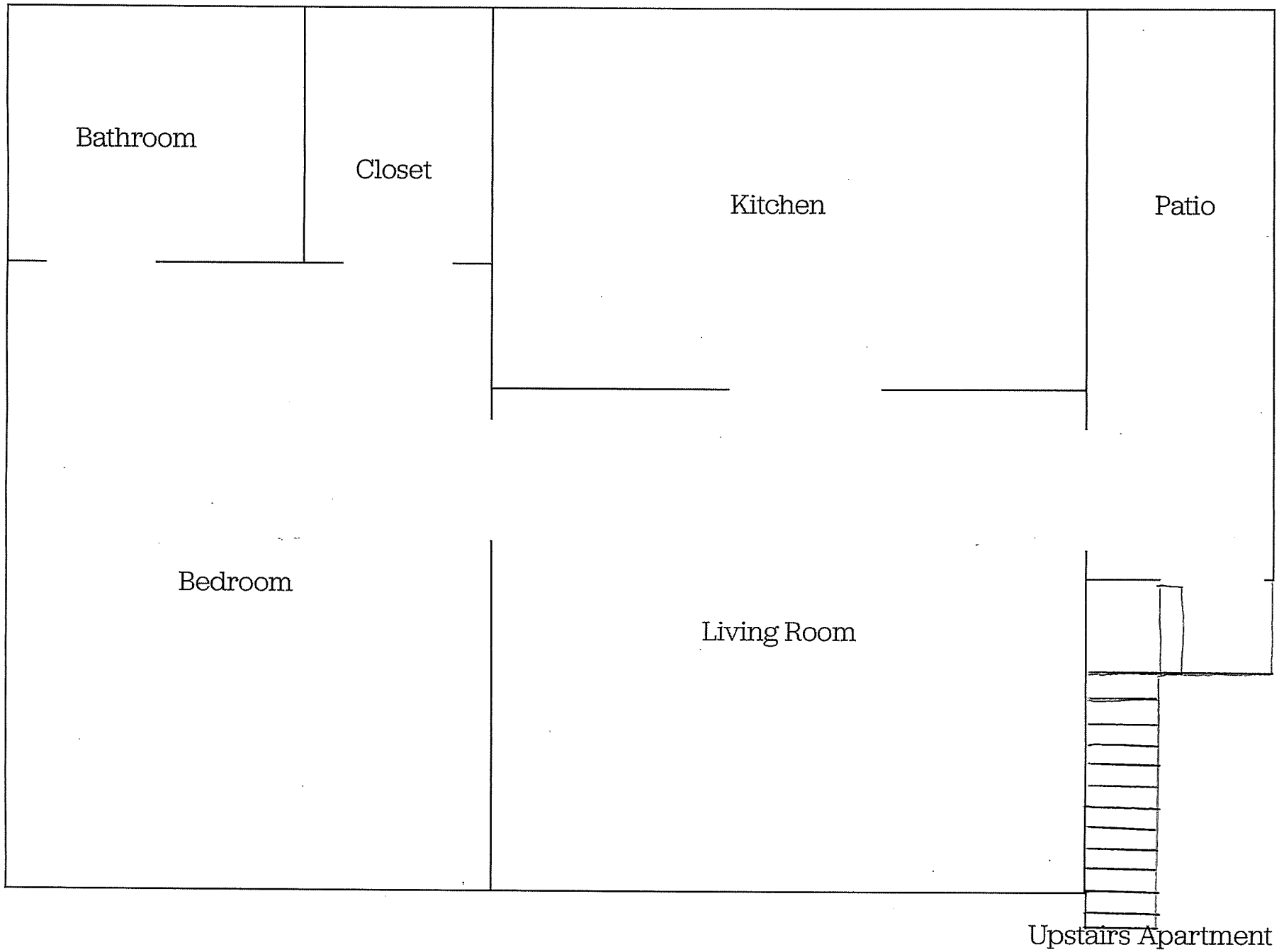
PICKERING & ASSOCIATES
PROFESSIONAL LAND SURVEYING
612 HOLLY ROAD
VERO BEACH, FL 32963
Ph 772-231-9323 Cell 772-480-2349
E-mail pickeringassoc@aim com

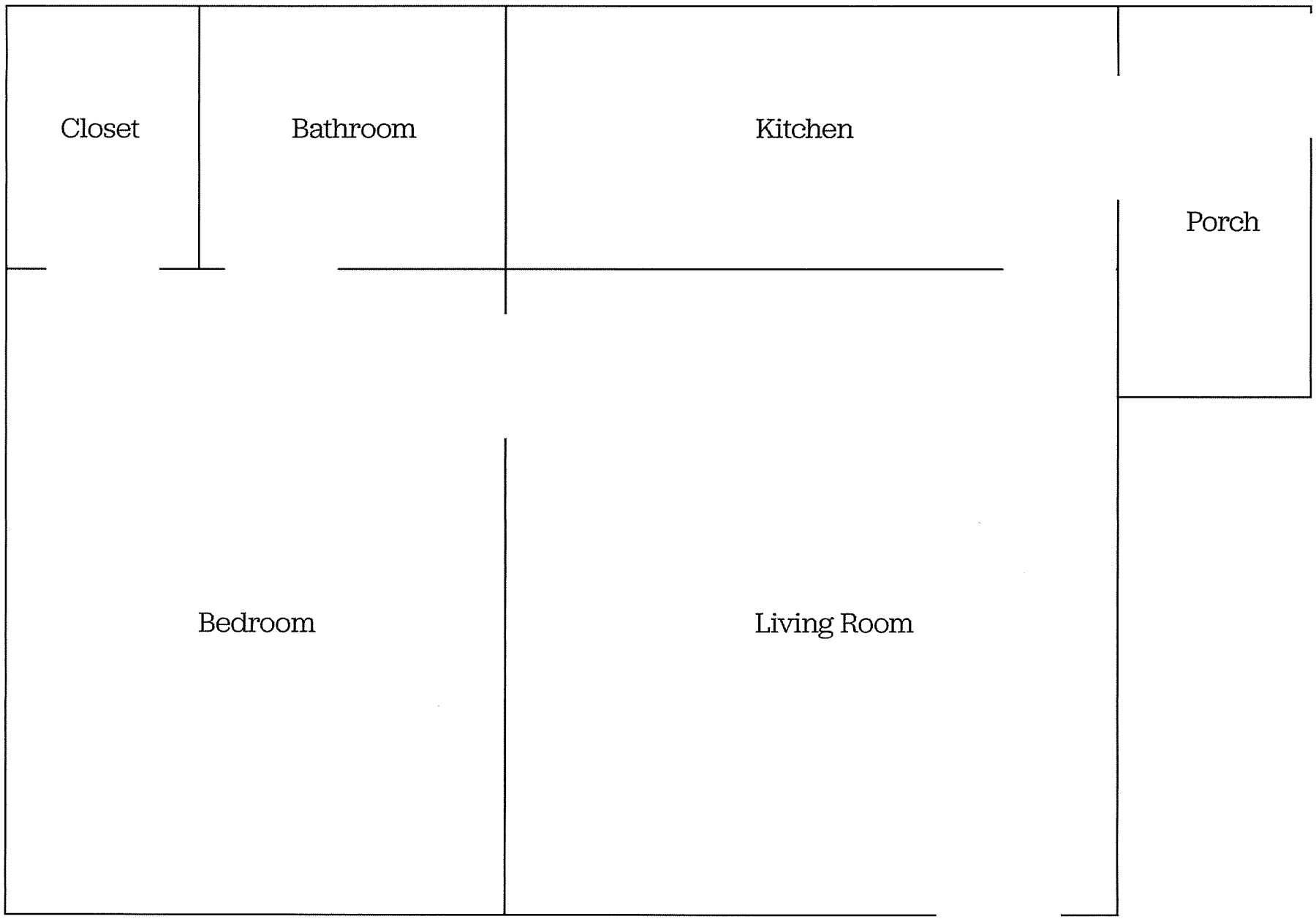
DRAWING/JOB # 16-099

SHEET 1 OF 1



Apartment Parking


Bathroom
Closet
Kitchen
Patio
Bedroom
Living Room
Upstairs Apartment



Downstairs Apartment

D R A F T

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, NOVEMBER 16, 2017, IN THE FORT PIERCE COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Present: FP Code; SLC Engineering; SLC Surveyor; FPUA Electric; FP Planning; FPUA Water/Wastewater; FP Building; FP Engineering; SLC Fire District

Absent: FP Police; SLC Planning; FP Public Works; SLC TPO

Staff Present: Rebecca Grohall, Planning Director
Kori Benton, Senior Planner
Vennis Gilmore, Planning Analyst
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

4. **Approval of Minutes**

a. Minutes from the October 19, 2017 meeting

Motion was made by SLC Surveyor, and seconded by FPUA Electric to approve the minutes from the October 19, 2017 meeting.

AYE: FP Building, FP Code, FP Engineering, FP Planning, FPUA Electric, FPUA Water/Wastewater, SLC Engineering, SLC Fire District, SLC Surveyor

Passed

5. New Business:

a. **Conditional Use - Galleria Commercial Parking Lot – 117 N. 2nd Street (Kori Benton)**

Mr. Benton: There are two components to the request: One component is subject to Planning staff's review comments and the other seeks to utilize some of the public right-of-way for valet parking, which the city code does not have provision to lease space for valet parking. Planning comments are specific to use of the parking lot for commercial parking, with a user fee excepted for members of the public to park.

Staff is looking at ironing out the address of the property. The address still carries a North 2nd Street designation but it has access from Depot Drive. This is an older address from when the parking was tied into the Kraaz and Kraaz building on 2nd Street.

Jennifer Zavila, Applicant Representative: The ADA requirements were approved by the state. Can you explain the concerns with the eastern easement and the one-way traffic pattern?

Mr. Benton: If the spaces are going to remain in the existing location a striped access aisle over to the alleyway would be required. We are looking for the one-way traffic pattern to be an overlay on the survey and permitted once the conditional use is approved. Between the Engineering and Planning department there are concerns with the northern drive aisle abutting the alleyway. Currently a portion of alleyway contributes to the asphalted area that is part of the required dimensions for the 90 degree parking spaces. The city is seeking a shared agreement through the conditional use, to be able to find a balance between use by the commercial parking lot of the alleyway, but also providing the opportunity for established parking areas to be accessed through the northern drive aisle.

FP Building: Florida Building Code through the accessibility code is how ADA is approved. At a certain point if the parking spaces were approved for a change of location from the eastern most boundary to the middle boundary there should have been a permit submitted. If you are going to move forward it has to comply with the current accessibility codes; the state agency does not approve this.

FP Planning, FP Building and FP Engineering comments are attached.

FP Code, SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater and SLC Fire District had no comments.

b. **Conditional Use - Deese Residence Dwelling Rental - 1011 Boston Avenue (Vennis Gilmore)**

Mr. Gilmore: The applicant is looking to have a dwelling rental to rent a minimum of month and maximum of less than 6 months.

FP Building: For a point of clarification, transient housing is from 30 days or less so if it is going to be a short term rental then it specifically would need to be 31 days or more.

Kevin Deese, Property Owner: Fully intend to imply with the comments and will make changes as necessary to the documents supporting 31 days or more or anything with Code Enforcement that has not been addressed.

Planning, FP Code and FP Building comments are attached.

SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering and SLC Fire District had no comments.

c. **Conditional Use - Arenas Residence Dwelling Rental - 1218 S. 11th Street (Vennis Gilmore)**

Mr. Gilmore: The applicant is seeking to rent a minimum of 31 days or more and less than 6 months. The zoning for the property is R-1, Single Family Low Density Residential.

FP Planning, FP Code and FP Building comments are attached.

SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering and SLC Fire District had no comments.

Andy Drucker, Applicant Representative: Some of the matters that have been brought up are in the process of being addressed. A guide booklet has been created by the owner, Mr. Arenas. A schedule has been sent with the recycling days and garbage days and what bins need to be put out. We will include information for compliance with the code. Please clarify the penalties if there is failure to comply by a renter.

FP Code: The City Commission may ask you the penalties if there is failure to comply by a renter.

d. **Conceptual Development Plan – Southwick Commons – Oleander Avenue (Brandon Creagan)**

Mr. Cregan: This is a conceptual development plan for an affordable housing apartment complex for seniors 55 and older. The zoning on the property is R-4, Medium Density Residential with a Future Land Use of RM, Medium Density Residential. The applicants are requesting a three- story building, 100 units maximum and 80 units at a minimum on site.

SLC Surveyor: I have been working directly with the consultant and all of the comments are going to be resolved to my satisfaction.

FPUA Water/Wastewater - Approved. Once the Conceptual Development Plan has been approved by the Commission we ask that you schedule a Pre-Design meeting to address the utility needs of the development.

SLC Fire Department: It will have to be fully sprinkled and alarmed. On the utility sheet of the site plan show the location of the hydrants, mains and FDC.

FP Planning, SLC Surveyor, SLC Engineering, FP Building, FP Engineering comments are attached.

FP Code and FPUA Electric had no comments.

Mickey Bradley, Seller: Available for questions.

SLC Surveyor: The right-of-way comment from SLC Engineering may not be applicable.

Chair Grohall: Please send revised comments to Mr. Creagan.

Joshua Bradley, Seller: Spoke with engineering at North St. Lucie River Control Unit and they are more than willing to work with us. Most of the right-of-way is over grown and they basically gave us the go ahead to do what we have to do and send them a bill.

e. **Temporary Use - PreCast Concrete – 3898 Selvitz Road (Kori Benton)**

Mr. Benton: PreCast Concrete development site plan is currently engaged and working toward completion. It is a 75 acre sight that is going to operate and produce a variety of concrete precast products.

The temporary use application presented a variety of deadlines in there project completion with a request to bring some preliminary production on site in a specific area within phase 1A. With that they presented a commitment to complete the designated turn lane on Selvitz Road as well as the storm water retention area, berming and landscaping to provide a buffer of this site and stabilize an area for parking for employees. With this preliminary production activities they are seeking one component for utility poles to be able to be formed, produced and transported in and out of the site for the reduced staff of 40 50 as they work to complete other aspects of the site development plan: full fledged parking area, joint drive aisles and variety of sorts.

Because of some of the recent weather conditions and rain delays they have experienced, the timeline presented within the temporary use application is shifted back 3-4 weeks. I have been in contact with the project manager and lead engineer for PreCast and I am seeking an invitation to come out with our building, engineering and planning staff and St. Lucie County engineering to jointly complete inspections on what they have put on paper within the temporary use commitments for certifications of certain items in order to feel comfortable with them initiating production on site. We are waiting for the time table and the window in which they will have completed those items they presented in the temporary use application.

SLC Surveyor: Our Planning department has deemed this an expedited project and I want to ensure you and the applicant we will do whatever it takes to help work through this as quick as we can to jointly inspect or whatever it needs to be to bring this project to completion.

SLC Engineering: We have no issue with the proposals. We will work with the applicant for them to get going with what they want to do.

FPUA Electric: No objections.

FP Building and FP Engineering comments attached.

FP Code, FPUA Water/Wastewater had no comments.

Mr. Benton: Asked SLC Engineering if they are aware of any inspection of the right-of-way work, designated turn lane.

SLC Engineering: The request for inspection goes through the right-of-way permit section.

SLC Surveyor: Working with Selena and no one has requested for an inspection at this point. They are getting close. I would have the applicant call and request the inspection.

f. **Temporary Use - Asphalt Plant - 4060 Selvitz Road (Kori Benton)**

Mr. Benton: The Johnson property is seeking an opportunity to establish a temporary asphalt plant on the premises to service and provide support to the Midway Road reconstruction project. The applicant has presented a duration period of 3 years for this project. It has been made aware that our temporary uses are considered in 1 year allotments with the prospect of it being renewable upon further consideration at the end of the 12 month period. The applicant has presented a layout of the temporary plant, some berming to capture some of the stormwater runoff on site as well as provide some buffering and separation between the adjacent site.

FP Planning, SLC Engineering, FP Building and FP Engineering comments are attached.

FP Code, SLC Surveyor, FPUA Electric and SLC Fire District had no comments.

David Morin, Applicant Representative from Culpepper Terpening: We plan for 3 years but the Engineering staff said 2 years and the Planning staff said 1 year.

Mr. Benton: The code provides the establishment and the director has the authority to approve a temporary use for one year with the capacity to apply for an additional year.

Chair Grohall: Our regulations allow for a one year temporary authorization and we can allow you two additional annual renewals so that will get you the three year period. We will touch base with Tracy in Engineering regarding the two year extension.

g. **Voluntary Annexation - 5450 S. US Highway 1 (Kori Benton)**

Mr. Benton: The property owner is seeking voluntary annexation in the City of Fort Pierce of the 2.32 acre tract. The applicant owns property adjacent that is in the city limits and they are seeking to bring that property in to the city via voluntary annexation. They are requesting the equivalent zoning and land use designation from the county to be transferred into the city without change.

Chair Grohall: What zoning and land use are they requesting?

Mr. Benton: C3 with a General Commercial Land Use

FP Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Building, FP Engineering, SLC Fire District had no comments.

SLC Surveyor comments are attached.

6. Public Comments

7. Staff Comments

8. Adjournment

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 117 N. 2nd St. – Galleria Commercial Parking Lot (KB)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. If open to the public, ADA parking space(s) is/are required.
2. Accessible routes to public way also required.

PT/km

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

November 9th, 2017

Stefan K. Matthes, P.E.
Culpepper and Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
smatthes@ct-eng.com

Re: **Technical Review –** Temporary Use
Asphalt Plant – 4060 Selvitz Road

Dear Mr. Matthes, P.E.

The following are technical review comments from the Planning Department's review of the application for Temporary Use for an Asphalt Plant – 4060 Selvitz Road:

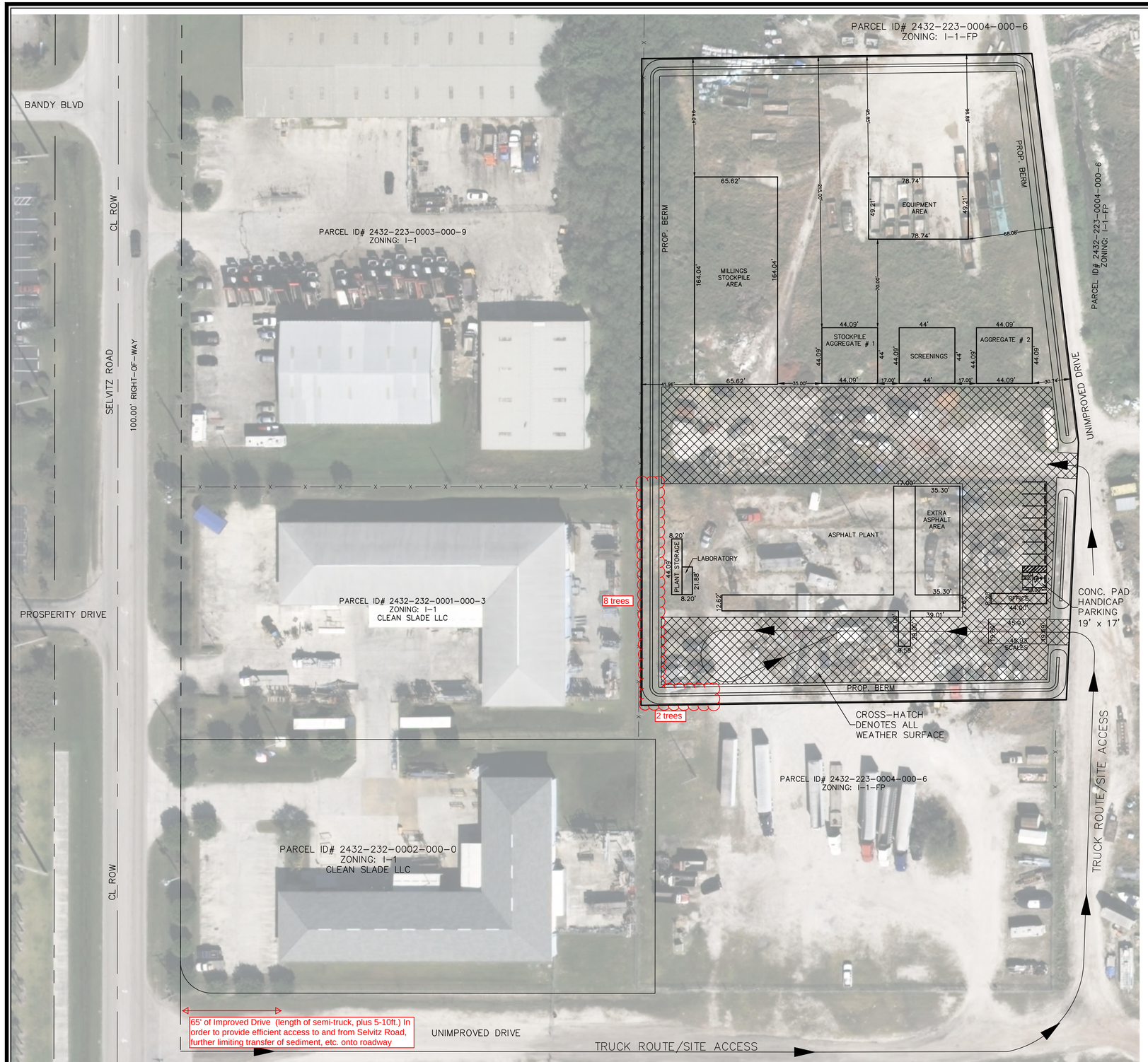
1) Due to the nature of the activities, and the potential traffic impacts to Selvitz Road, the applicant is requested to provide a 65' section of improved drive (length of semi-truck, plus 5-10ft.), from the property line to the east, at the access point from Selvitz Road. This request seeks to provide efficient access to and from Selvitz Road further limiting transfer of sediment, etc. onto roadway.

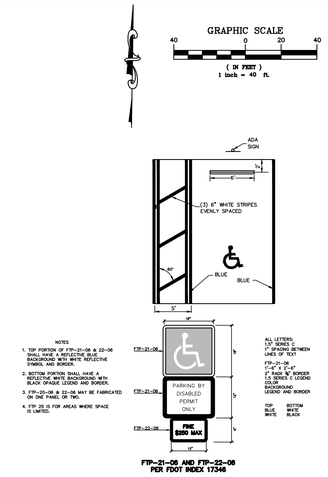
2) Due to the anticipated length of use, 8-10 trees are requested for installation within the berm/buffer area at the south west corner of the site pursuant to City Code Section 22-187 (6) Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. (Shown). Establishment may be completed via use of bubblers or irrigation bags.

3) Temporary Use authorization is valid for one (1) year, with the capacity for renewal. At the time renewal is requested, review of various site impacts will be conducted in coordination with the TRC.

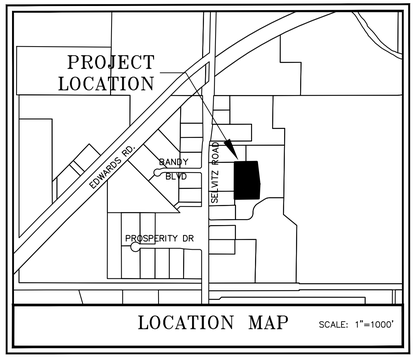
If you have any inquiries or concerns, please let me know. Please contact me should you have any questions regarding the project at (772) 467-3739 or by e-mail: kbenton@city-ftpierce.com.
Sincerely,

Kori Benton
Senior Planner





TYPICAL HANDICAPPED PARKING ILLUSTRATION



LOCATION MAP SCALE: 1"=1000'

SITE DATA

APPLICANT:
MORRISON USA #430
1201 BRICKELL AVENUE
MIAMI, FL 33131

PROPERTY OWNER
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT. PIERCE, FL 34981

ENGINEER:
STEF MATTHES, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

SURVEYOR:
TOM KIERNAN, P.S.M.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

1.) **PROJECT NAME:** TEMPORARY ASPHALT PLANT

2.) **LOCATION:** 4060 SELVITZ ROAD
FT. PIERCE , FLORIDA.

3.) **PROJECT DESCRIPTION** INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONTRETE USED IN PAVING.

4.) **SEC/TOWNSHIP/RANGE:** SECTION 32 / TOWNSHIP 35S / RANGE 40E **Map ID:**

5.) **PARCEL ID NUMBER:**
PARCEL 1: 2432-223-0004-000-6

6) **SITE AREA:**
TOTAL SITE AREA **3.90** ACRES

7.) **ZONING/ LAND USE:** EXISTING I-1-FP PROPOSED I-1-FP

8.) **FLOOD ZONE:**
ZONE (S) A
Map Number 12111C0188J
Effective Date February 16, 2012

9.) **UTILITY SERVICE:**
WATER SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTNG FPUA

10.) **SOLID WASTE:**
WASTE MATERIALS FROM ASPHALTIC CONCRETE PRODUCTION: IT IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIALS USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

11.) **HAZARDOUS MATERIALS:**
DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

12.) **DRAINAGE STATEMENT:**
THE SITE WILL BE BERMED TO PREVENT OFFSITE RUNOFF.

13.) **VEGETATION STATEMENT:**
THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

STEFAN K. MATTHES, PE FL. REG. NO. #38723

P:\Proj-2017\17-071 Temporary Asphalt plant\Eng\SITE PLAN.dwg, 10/13/2017 2:21:37 PM

PREPARED FOR
MORRISON USA #430

COMPUTER FILE REF.	FIELD BK./PG.
17-071 map.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-5-17
DETAILED		
CHECKED	DEM	10-9-17
APPROVED	SKM	10-13-17

TEMPORARY ASPHALT PLANT

SITE PLAN

DATE: 9-05-2017
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 17-071
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 17-04000014 – Deese Vacation Rental**

DATE : **November 2, 2017**

Code Enforcement has the following comments:

1. Mr. & Mrs. Deese's application and supporting documents do not address the majority of code enforcement's concerns. The only issue addressed is that it appears the Deese's will continue to reside on the property and be the local contact.
2. It is recommended that the Deese's consider including the following information in their rental application packet:
   a. Compliance with all local ordinances, including noise violations.
   b. Directions regarding the time and placement of garbage containers.
   c. Advise if pets are permitted and if so, compliance with our local pet ordinances.
   d. The number of people permitted to stay at one time.
   e. The number of vehicles permitted and where they are required to be parked.
3. The owner is advised that short term rentals of 30 days require the following:
   a. A City Business Tax Receipt
   b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
   c. An account with St. Lucie County – 5% Tourism Development Tax

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer JRA

RE : Deese Residence – 1011 Boston Avenue
Conditional Use TRC No. 17-04000014

NOV 07 2017

DATE : November 3, 2017

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2017:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\D\Deese Residence\Conditional Use\Submittal #1\CU Approval - 110317.docx

Project: **DEESE RESIDENCE**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

No comments.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Kevin & Heather Deese
1011 Boston Avenue
Fort Pierce, FL. 34950

Re: Deese Residence – Dwelling Rental

Dear Mr & Mrs. Deese,

The following are comments from the Planning Department's review of the application for a Dwelling Rental in the R-4, Medium Density Residential Zone (Please Provide a Written Response to all responsible Departments):

- **1) Please identify the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- **2) Please provide registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- **3) Please issue guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- **4) Please file for and obtain St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

Advisory Notes:

Per City Code Sec. 22-27 (c)(3). - On any lot used for residential purposes, other than a multifamily housing development, no more than one residential building will be allowed on the lot, except one building without kitchen facilities may be allowed as a guest house.

(Staff would like to meet with Mr. & Mrs. Deese following the Technical Review Committee Meeting.)

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1218 S. 11th St. - Arenas Residence (VG)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Official verbiage must read that 30 days or less equals a Transient designation, and that 31 days or more is a Non-transient designation.

PT/km

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 17-04000015 – Arenas Vacation Rental**

DATE : **November 2, 2017**

Code Enforcement has the following comments:

1. Mr. Arenas' narrative included the majority of code enforcement concerns including: local management, maximum vehicles and parking restrictions, pet restrictions and compliance with the local noise ordinance.
2. Some issues that Mr. Arenas' should consider including in his rental agreement are:
   a. Compliance with all local ordinances.
   b. Directions regarding the time and placement of garbage containers.
3. The owner is advised that short term rentals of 30 days require the following:
   a. A City Business Tax Receipt
   b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
   c. An account with St. Lucie County – 5% Tourism Development Tax

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

RE : Arenas Residence – 1218 South 11th Street
Conditional Use TRC No. 17-04000015

NOV 07 2017

DATE : November 3, 2017

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2017:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst
Q:\ENGINEERING\Site Development Projects\A\Arenas Residence\Submittal #1\CU Approval - 110317.docx

Project: **ARENAS RESIDENCE**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

1) Please provide a boundary and topographic survey of the site with flood zones depicted. In addition all wetland areas (if any) will need to be identified and shown on the survey. All elevations will be referenced to NAVD 1988. The survey needs to be performed by a professional surveyor licensed to practice in the State of Florida.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Andy Drucker
3475 Sheridan Street, #301
Hollywood, FL. 33021

Re: Arenas Residence – Dwelling Rental

Dear Mr Drucker,

The following are comments from the Planning Department's review of the application for a Dwelling Rental in the R-1, Single-Family Low Density Residential Zone (Please Provide a Written Response to all responsible Departments):

- **1) Please identify the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- **2) Please provide registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- **3) Please issue guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- **4) Please file for and obtain St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1218 S. 11th St. - Arenas Residence (VG)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Official verbiage must read that 30 days or less equals a Transient designation, and that 31 days or more is a Non-transient designation.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : Oleander Ave. – Southwick Commons (BC)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Project shall comply with the Florida Building Code.
2. Be aware of the Code cycle change 12/31/17.

PT/km

Project: **SOUTHWICK COMMONS**

Subject: Review Comments
To: Brandon Creagan
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

1) Please add to the notes. "The expected use of the survey and map" and "All measurements are in accordance with the United States standard, in feet."
2) Please indicate the monumentation used for the basis of bearings.
3) Please bold the boundary lines.
4) Please dimension the remaining portion of Parcel 2.
5) Please dimension the R/W width of Canal 14 and Oleander Avenue adjacent to the property. In addition, Canal 14 is not graphically depicted correctly. It jogs to the east at approximately opposite Wildwood Avenue. Lastly the correct title for Canal 14 is North St. Lucie River Water Control District Canal No. 14.
6) Please dimension the R/W widths of Wildwood Avenue, Royal Palm Boulevard, Poinsetta Avenue and Oak Avenue.
7) Please clarify if 12.00 acres is for the entire property.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

November 16, 2017

Ryan Von Weller/ Warwick Commons LLC
1105 Kensington Park Drive Suite 200
Altamonte Springs, FL 32714

SUBJECT: Southwick Commons – Oleander Avenue
TECHNICAL REVIEW PROJECT: # 17-04000013
CONCEPTUAL DEVELOPMENT PLAN

The following are comments from the Planning Department's review of the Application for Development Review (Conceptual Development Plan), based upon the plans provided:

Landscaping & Trees:

City Code 22-187, General Landscaping Requirements

When the formal Application for Site Plan review is submitted the applicant must include a landscape plan that meets the requirements of City Code 22-187, General Landscaping Requirements.

City Code 22-194, Tree Protection and Mitigation

Before any clearing of the land can commence you will need to provide a tree removal plan that will indicate all native trees over 14 inches DBH. The exception is that an palms shall be shown on the plan that have a minimum clear trunk of 10 feet. Any desired removal of trees that meet the criteria above can be mitigated and moved to a different location on site, moved to city owned land, and or a new tree of the same species can be plated.

Parking & Lighting:

City Code 22-60, Off-Street Parking & Loading

The plans for the development are to have 1 parking space per unit. City Code 22-60 only requires .5 parking spaces when a residential development is for public housing for the elderly. With that said 1 space per unit would help alleviate any parking conflicts if they do arise.

Bicycle Parking is also required and the ratio is 1 space for every 10 dwelling units. If 100 units are constructed then 10 bicycle parking spaces shall be provided. Bicycle parking can be provided in the form of bicycle racks.

Lighting for off-street parking shall be provided at a minimum average of one foot candle for the whole parking lot area.

Traffic Impact Report:

When the Application for Site Plan Review is filed please provide a Traffic Impact Report. This report will show the daily traffic impact from the proposed development as well as the current traffic conditions. The Traffic Impact Report will also help to determine if a turn lane would need to be added on Oleander to allow drivers a safe way to turn into the development.

Environmental Impact Report

The Environmental Impact Report will outline any native trees on site, any protected species of animals that live on site, and any environmental concerns.

Additional Comments:

Items that will be required at time of Site Plan submittal.

1. Application for Development Review (Site Plan)
    a. Original Complete Notarized Application
    b. Warrantee Deed
    c. SLC Property Card
    d. Statement of Ownership
    e. General Location Map
    f. Sign and Sealed Survey
    g. Sign and Sealed Site Plan
    h. Sign and Sealed Landscape Plan
    i. Sign and Sealed Storm Drainage Plan
    j. Environmental Impact Report
    k. Sign and Sealed Lighting Plan
    l. Traffic Impact Report
    m. Application for Design Review and all required documents for that application.
    n. Concurrency Review Submittals

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: Bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
2. A 6-FT sidewalk shall be required on the Oleander Avenue road right-of-way along the eastern property boundary.
3. The applicant is advised that driveways within the road right-of-way shall be paved with an all-weather surface material. Two-lane commercial driveways shall not exceed 40 FT in width and shall be offset at least 25 FT from the side property line.
4. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
5. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
6. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.
7. The applicant is advised that a Stormwater Permit may be required for stormwater discharges within the County's roadway ROW. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 3898 Selvitz Rd. – Pre-Cast Concrete (KB)

DATE : November 16, 2017

1. Be aware of Code cycle change to 6th Edition, effective 12/31/17.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
2. A 6-FT sidewalk shall be required on the Oleander Avenue road right-of-way along the eastern property boundary.
3. The applicant is advised that driveways within the road right-of-way shall be paved with an all-weather surface material. Two-lane commercial driveways shall not exceed 40 FT in width and shall be offset at least 25 FT from the side property line.
4. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
5. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
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THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 4060 Selvitz Rd. – Asphalt Plant (KB)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Must comply with the Florida Building Code.
2. Be aware of Code cycle change effective 12/31/17.

PT/km

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
2. A 6-FT sidewalk shall be required on the Oleander Avenue road right-of-way along the eastern property boundary.
3. The applicant is advised that driveways within the road right-of-way shall be paved with an all-weather surface material. Two-lane commercial driveways shall not exceed 40 FT in width and shall be offset at least 25 FT from the side property line.
4. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
5. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
6. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.
7. The applicant is advised that a Stormwater Permit may be required for stormwater discharges within the County's roadway ROW. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

November 9th, 2017

Stefan K. Matthes, P.E.
Culpepper and Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
smatthes@ct-eng.com

Re: **Technical Review –** Temporary Use
Asphalt Plant – 4060 Selvitz Road

Dear Mr. Matthes, P.E.

The following are technical review comments from the Planning Department's review of the application for Temporary Use for an Asphalt Plant – 4060 Selvitz Road:

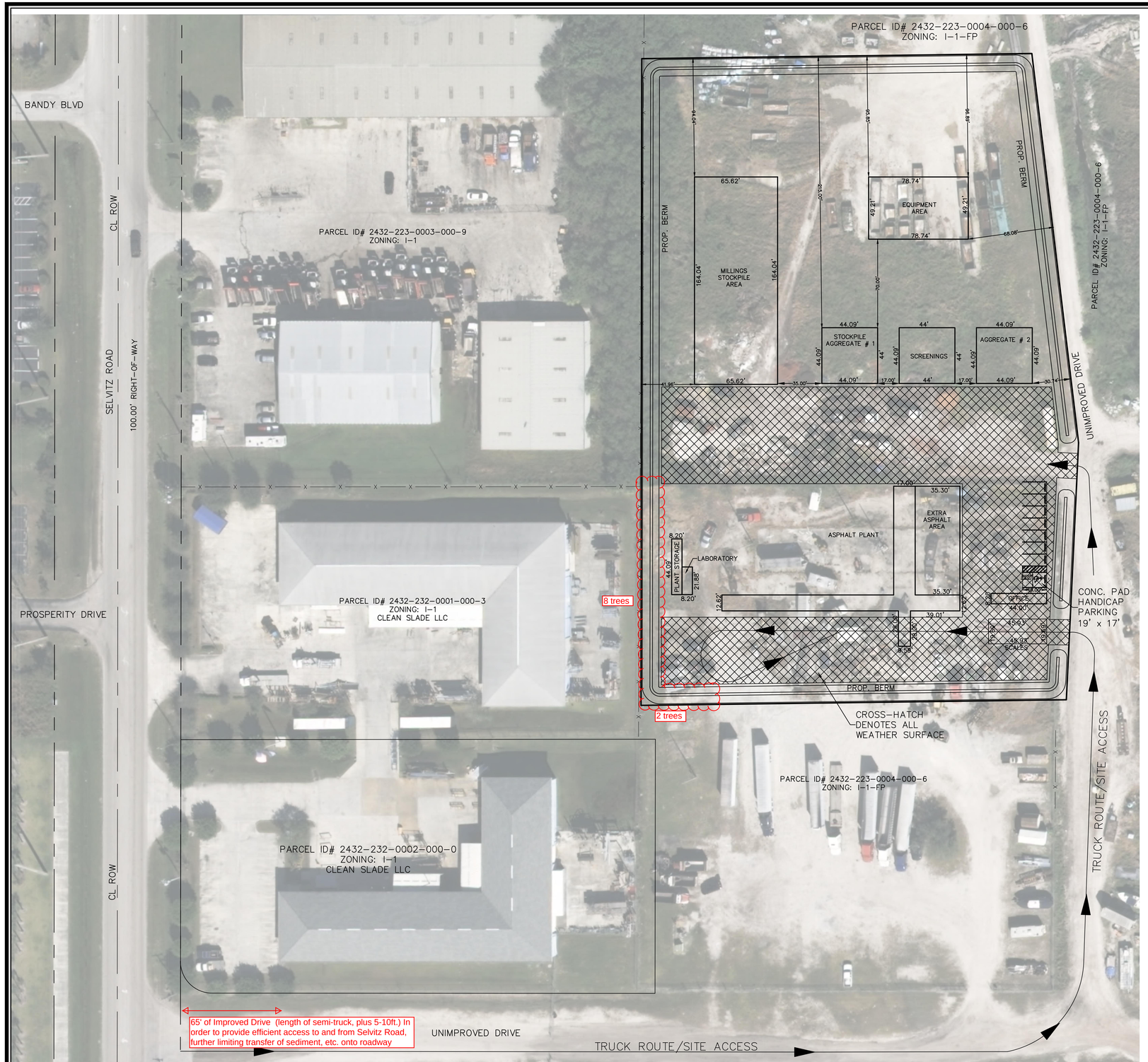
1) Due to the nature of the activities, and the potential traffic impacts to Selvitz Road, the applicant is requested to provide a 65' section of improved drive (length of semi-truck, plus 5-10ft.), from the property line to the east, at the access point from Selvitz Road. This request seeks to provide efficient access to and from Selvitz Road further limiting transfer of sediment, etc. onto roadway.

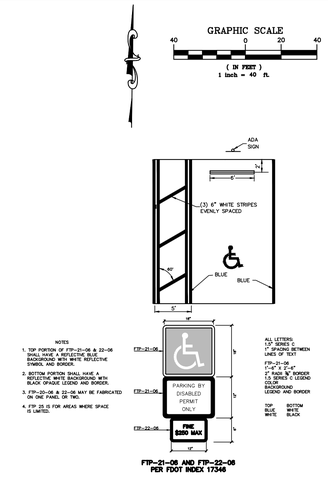
2) Due to the anticipated length of use, 8-10 trees are requested for installation within the berm/buffer area at the south west corner of the site pursuant to City Code Section 22-187 (6) Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. (Shown). Establishment may be completed via use of bubblers or irrigation bags.

3) Temporary Use authorization is valid for one (1) year, with the capacity for renewal. At the time renewal is requested, review of various site impacts will be conducted in coordination with the TRC.

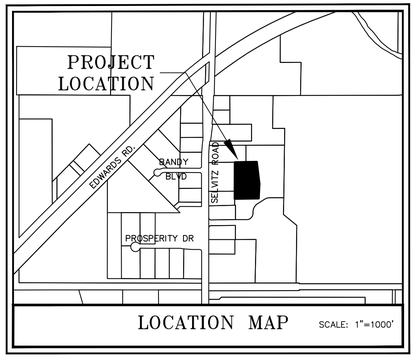
If you have any inquiries or concerns, please let me know. Please contact me should you have any questions regarding the project at (772) 467-3739 or by e-mail: kbenton@city-ftpierce.com.
Sincerely,

Kori Benton
Senior Planner





TYPICAL HANDICAPPED PARKING ILLUSTRATION



LOCATION MAP SCALE: 1"=1000'

SITE DATA

APPLICANT:
MORRISON USA #430
1201 BRICKELL AVENUE
MIAMI, FL 33131

PROPERTY OWNER
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT. PIERCE, FL 34981

ENGINEER:
STEF MATTHES, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

SURVEYOR:
TOM KIERNAN, P.S.M.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

1.) **PROJECT NAME:** TEMPORARY ASPHALT PLANT

2.) **LOCATION:** 4060 SELVITZ ROAD
FT. PIERCE , FLORIDA.

3.) **PROJECT DESCRIPTION** INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONTRETE USED IN PAVING.

4.) **SEC/TOWNSHIP/RANGE:** SECTION 32 / TOWNSHIP 35S / RANGE 40E **Map ID:**

5.) **PARCEL ID NUMBER:**
PARCEL 1: 2432-223-0004-000-6

6) **SITE AREA:**
TOTAL SITE AREA **3.90** ACRES

7.) **ZONING/ LAND USE:** EXISTING I-1-FP PROPOSED I-1-FP

8.) **FLOOD ZONE:**
ZONE (S) A
Map Number 12111C0188J
Effective Date February 16, 2012

9.) **UTILITY SERVICE:**
WATER SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTNG FPUA

10.) **SOLID WASTE:**
WASTE MATERIALS FROM ASPHALTIC CONCRETE PRODUCTION: IT IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIALS USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

11.) **HAZARDOUS MATERIALS:**
DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

12.) **DRAINAGE STATEMENT:**
THE SITE WILL BE BERMED TO PREVENT OFFSITE RUNOFF.

13.) **VEGETATION STATEMENT:**
THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

STEFAN K. MATTHES, PE FL. REG. NO. #38723

P:\Proj-2017\17-071 Temporary Asphalt plant\Eng\SITE PLAN.dwg, 10/13/2017 2:21:37 PM

PREPARED FOR
MORRISON USA #430

COMPUTER FILE REF.	FIELD BK./PG.
17-071 map.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-5-17
DETAILED		
CHECKED	DEM	10-9-17
APPROVED	SKM	10-13-17

TEMPORARY ASPHALT PLANT

SITE PLAN

DATE: 9-05-2017
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 17-071
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Asphalt Plant Temporary Use – 4060 Selvitz Road
TRC No. 17-42800011

DATE : October 25, 2017

This is to advise you that we have completed the review of the following documents as received by this office on October 19, 2017:

- ☑ Temporary Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Do Not Recommend ☐ Recommend

☑ Temporary Use ☐ Building Permit ☐ Conditional C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☑ See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\A\Asphalt Plant\Submittal No. 1\Temporary Use Comments - 102517.docx

ENGINEERING COMMENTS:

1. The application references that the asphalt plant is a temporary use to be utilized for three (3) years. It is this department's recommendation that a Temporary Use be granted for two (2) years in order to qualify for the "Temporary" designation.
2. Advisory Comment: Please identify the material to be utilized for the "all weather surface".
3. Please provide documentation identifying that legal access exists between the site and Selvitz Road via the unimproved drive.

JRA/TST/tst

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 5450 S. US Hwy. 1- Voluntary Annexation (KB)

DATE : November 16, 2017

Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

Project: SOUTH US 1 ANNEXATION

Subject: Review Comments
To: Kori Benton
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 15, 2017

SURVEY:

1) Please add to the notes. "The expected use of the survey and map" and "All measurements are in accordance with the United States standard, in feet."
2) Please add the following statement to your notes "Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties."
3) The bearings used shall be referenced to some well-established and monumented line. Please indicate the monumentation used.
4) Please indicate the originating benchmark used for the establishment of the elevations.
5) Please correct your statement of the "West line of the NE corner of Section 10-36-40." To the West line of the NE ¼.
6) Please indicate the R/W width of US No. 1 adjacent to the property.
7) Please indicate the distance from the SW corner of the property to the West line of the NE 1/4.
8) Please indicate the dimensioned remaining portions of lot 227 north of the surveyed property.
9) Within the legal description please add a space between east according and records of.
10) Please bold the outline of the property.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 12, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Michael Broderick**; **Gloria Johnson-Scott**; **Brian Paul**; **Tim O'Connell**; **Bob Burdge**; **John George**; **Frank Creyaufmiller**, **Chairman**

Staff Present: **James Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

All Planning Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the November 14, 2017 meeting

Motion was made by Michael Broderick, and seconded by John George to approve the minutes from the November 14, 2017 meeting.

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

6. NEW BUSINESS

a. **Voluntary Annexation - 5450 S US Highway 1**

Mr. Benton gave an overview of the application. Lee Dobbins, Applicant Representative, made himself available for questions. No one spoke against the application.

Motion was made by John George, and seconded by Tim O'Connell to forward a recommendation of approval to the City Commission.

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

b. **Zoning Atlas Amendment & Planned Development - Jenkins Road KOA - 3180 S. Jenkins Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the landscape buffer, sidewalks considered for installation and the zoning change.

Lee Dobbins, Applicant Representative, provided additional information on the neighborhood meetings and the sidewalk payment in lieu of.

No one spoke against the application.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the proposal upon the following conditions:

1. **The development plan accommodates a right-of-way dedication consistent with St. Lucie County's established provisions for Jenkins, Edwards, and McNeil roads, maintaining landscape buffering plans presented;**
2. **The applicant completes sidewalks, or provides payment-in-lieu of sidewalk construction, pursuant to City Code Section 22-62 or applicable St. Lucie County provisions as abutting roadways are under County jurisdiction.**
3. **Transportation Level of Service (LOS) analysis and potential suggestions by St. Lucie County are considered by the final development plan, where applicable.**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

c. **Conditional Use with No New Construction - Galleria Parking - 120 N. Depot Drive**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the angle parking configuration, shared access alleyway and lighting.

Mr. Messer asked Mr. Benton how the city will ensure the establishment of an ingress easement is accomplished and if the ingress and egress easement is what is being referred to in the first condition. Mr. Benton stated the easement is what is being referred to in the first condition in the staff report and the capacity has been left open for various ways of accomplishing the shared access, whether it is a private agreement or an actual access easement.

Gus Gutierrez, Applicant, stressed that the parking lot is private property and after hours cars are being towed for liability reasons. Mr. Gutierrez said to prevent cars from being towed during special events and after hours, a parking lot attendant would collect for parking, and in turn the

city would have an additional 40 - 60 parking spaces. Mr. Gutierrez answered questions from the Board on lighting, intention to have angle parking and different ways of closing off the parking lot.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the request to operate a commercial parking lot with the following conditions:

1. **Either an Ingress-Egress Easement is required or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking.**
2. **The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way; and**
3. **A trash receptacle and process for collection are integrated into the use plan; and**
4. **All city lighting codes are met.**

AYE: **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

d. **Conditional Use - Deese Dwelling Rental - 1011 Boston Avenue**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding change of use and the conditional use staying with the property.

Ms. Grohall explained the change of use permit.

Kevin Deese, Applicant, asked if approved, if he has to go through with the request. Ms. Grohall explained that he would not be obligated in anyway and if the conditional use is not used within a 12 month window then the conditional use would have to be re-applied for.

Mr. Messer explained that the conditions do follow the property and if the conditional use cannot be met, then the condition does not exist.

Motion was made by John George, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;**
4. **The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and**
5. **Limit occupancy based on the number of bedrooms, and no more than 2 vehicles (one vehicle per unit).**

AYE: **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Chairman Frank Creyaufmiller**

Passed

e. **Conditional Use - Arenas Dwelling Rental - 1218 S. 11th Street**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding surrounding single family housing and pending code enforcement cases.

Andrew Drucker, Applicant Representative, stated he did not think the property had been used as a short term rental.

Mr. Broderick stated he has reservations on approving the project due to creating a transient housing environment in the the R1 and R2 residential single family neighborhood Mr. Broderick also stated that neighbors are being put in a difficult spot because they are the neighborhood enforcement mechanism.

Mr. Burdge asked what can be done if the property becomes a nuisance.

Mr. Messer explained that Code Enforcement uses the 3 strike rule, for the same type of problem, to declare a property a nuisance.

Motion was made by Gloria Johnson-Scott, and seconded by John George to forward a recommendation to approve the request with the following conditions:

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**
4. **The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.Limit occupancy based on bedrooms, and no more than 4 vehicles (2 in the garage, 2 in the driveway).**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Bob Burdge**, **John George**

NAY: **Tim O'Connell**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

f. **Conceptual Development Plan - Southwick Commons - Oleander Avenue**

Mr. Creagan gave an overview of the application and answered questions from the Board on density and phased development.

Matt Toeniskoetter, Seller Representative, provided additional information.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation of approval for the conceptual parameters of the proposal.

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

g. **Preliminary Plat - Dollar Tree - 4008 Okeechobee Road**

Mr. Benton gave an overview of the project. Jason Gunther, Applicant Representative, agreed with staff's conditions.

Motion was made by John George, and seconded by Michael Broderick to approve with the following conditions:

1. **The applicant complete the recommended housekeeping corrections referenced by the City Engineering Department and City's reviewing surveyor, prior to scheduling for City Commission review; and**
2. **The ingress/egress Easement is maintained, or appropriately adjusted during development review of Lot 2, to accommodate shared access with adjacent uses.**

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

7. **ELECTION OF CHAIR**

Motion was made by Michael Broderick, and seconded by John George to nominate Mr. Creyaufmiller as Chairman.

AYE: **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **John George**, **Chairman Frank Creyaufmiller**

Passed

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to nominate Mr. George as Vice-Chairman.

AYE: **John George**, **Bob Burdge**, **Tim O'Connell**, **Brian Paul**, **Gloria Johnson-Scott**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

8. BOARD COMMENTS

Mr. Messer stated the Planning Board meeting was congenial and the business was transacted professionally.

Mr. Messer explained that the Planning Department Director, Ms. Grohall, is more than just staff, she is an expert in land use matters and he encouraged the Board to have dialogue with her by asking her for her opinion and advice.

Mr. Broderick stated it would be helpful to have the Planning Director sit on the dais for the meetings. Ms. Grohall stated she is more than happy to sit on the dais with the Board members.

Mr. Creyaufmiller said he respected Mr. Burdge as Chairman and the work he had done on the Board and the respect to all parties who attend the Planning Board meetings is of utmost importance.

9. ADJOURNMENT

City Commission Regular Meeting **12.c.**

Meeting Date: 01/16/2018

Re: Conditional Use - Arenas Dwelling Rental - 1218 S. 11th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. The property is zoned R-1, Single-Family Low Density Zone (Parcel ID 2415-703-0063-000-7). **PLEASE POSTPONE TO FEBRUARY 5, 2018.**

SUMMARY:

- The applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1218 S. 11th Street, to offer lodging of less than six (6) months and a minimum of one (1) to guests.
- The subject property consists of a single-family residence. The single-family structure is a one-story single family home with a finished floor area of 2,573 square feet, containing four (4) bedrooms, three(3) bathrooms and traditional support rooms. An attached two-car garage and a driveway for parking supplement this residential structure.
- The applicant would prefer long term renters of six (6) months or more but would also like to seek approval for rentals of one (1) month or more and less than six (6) months.
- The Planning Board, at their December 12th meeting, voted 4 in favor, 3 against; to recommend approval of the requested Conditional Use.

A total of 49 notifications of the proposal were mailed to owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

The mailed notice, as well as the newspaper advertising, were completed within the time frames required by the Land Development Code. Unfortunately, the sign required to be posted on the site at least 10 days prior to the meeting was not placed. As Sec. 22-143 of the Code of Ordinances requires all three items, Staff is recommending the City Commission open the public hearing and continue to a date certain, the City Commission meeting of February 5, 2018.

RECOMMENDATION:

Staff recommends the City Commission open the public hearing and continue to the City Commission meeting of February 5, 2018.

ALTERNATIVES:

Conduct the public hearing and approve the request with the following conditions:

1) The maximum occupancy of the home does not exceed eight (8) individuals (2 individuals per bedroom), ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

5) Limit no more than 4 vehicles (2 in the garage, 2 in the driveway).

Approval with alternative conditions

Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
Paul Thomas, Building Official

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem and Tourism Tax Revenue

Attachments

Staff Report
Site Aerial & Zoning Maps
Application
Property Record Card
Applicant Narrative
Rental Agreement
Rental Rules
Site Plan and Location Map
Floor Plan
TRC Minutes (Draft)
Planning Board Minutes (Draft)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 02:08 PM
City Manager	Nick Mimms	01/10/2018 02:59 PM

Form Started By: Vennis Gilmore

Started On: 01/04/2018 04:04 PM

Final Approval Date: 01/10/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, PE, City Manager
THROUGH:	Rebecca Grohall, AICP, Planning Director
FROM:	Vennis Gilmore, Planning Analyst
RE:	Application for Conditional Use Arenas Dwelling Rental 1218 S. 11th Street
DATE:	January 4, 2018

STAFF REPORT

Owner:	Raul Arenas 1218 S. 11th Street Fort Pierce, FL. 34950
Applicant:	Andy Drucker 3475 Sheridan Street, # 301 Hollywood, FL. 33021
Applicant's Request:	Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as one (1) month.
Location:	1218 S. 11th Street
Parcel ID:	2415-703-0063-000-7
Current Zoning:	Single-Family Low Density Zone (R-1)
Future Land Use:	Low Density Residential (RL)

Surrounding Zoning:

North	East	South	West
R-1	R-1	R-2	R-1

Site Size:	.31 acres
Utilities:	FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1218 S. 11th Street, to offer lodging of less than six (6) months and a minimum of one (1) to guests. The subject property consists of a single-family residence. The single-family structure is a one-story single family home with a finished floor area of 2,573 square feet, containing four (4) bedrooms, three(3) bathrooms and traditional support rooms. An attached two-car garage and a driveway for parking supplement this residential structure. The property is not located within a historic district. The applicant would prefer long term renters of six (6) months or more but would also like to seek approval for rentals of one (1) month or more and less than six (6) months. The property is zoned Single-Family Low Density Zone (R-1).

The property is located near the northeast corner of Mississippi Avenue and S. 11th Street. The site is surrounded by single family residences to the north, south, east and west. This site features a driveway entrance from S. 11th Street that leads to a two-car garage. There are no sidewalks along the 142.3 feet of S. 11th Street frontage and no sidewalks along the 115.05 feet of Mississippi Avenue frontage of the subject property.

The applicant presents operational guidelines in an effort to minimize adverse impacts to the adjacent homes. These restrictions include the strict screening of potential renters, requirement of substantial security deposits by guests, and prohibition of large gatherings or parties at the site. The applicant states that the home will be professionally cleaned after each renter, and the yard will be professionally maintained.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of <u>rental on a daily, weekly</u> or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three- family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for <u>periods of</u> <u>less than 31 days</u> or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than one (1) month. The rental of a dwelling for periods at a minimum of one (1) month, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment *(ADA & Misc. Regulations)*	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use

The subject site is located within the Single-Family Low Density Zone (R-1) district which is designed to provide for areas of single-family dwellings with an average net density of less than four (4) units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available. Furthermore, the site has a land use designation of Low Density Residential (RL).

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

Traffic & Parking

The traffic generation from the proposed use is undetermined based upon numerous variables present, and the absence of complete data by the Institute of Transportation Engineers (ITE) Trip Generation Manuel. Review of similar uses of this scale, in comparison to impacts of a multifamily housing development, suggest an insignificant effect overall evaluation; however the absence of maximum occupancy, occurrence of short lengths of stay, and frequency of cleaning services are variables that may concentrate trips during seasonal months and weekends, causing elevated traffic impacts during such times.

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject site features a two (2) car garage, and driveway space for approximately two (2) vehicles.

Conditional Use

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than one (1) month would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

Planning Board Recommendation:

The Planning Board, at their December 12th meeting, voted 4 in favor, 3 against; to recommend approval of the requested Conditional Use. A total of 49 notifications of the proposal were mailed to owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission approve the request with the following conditions:

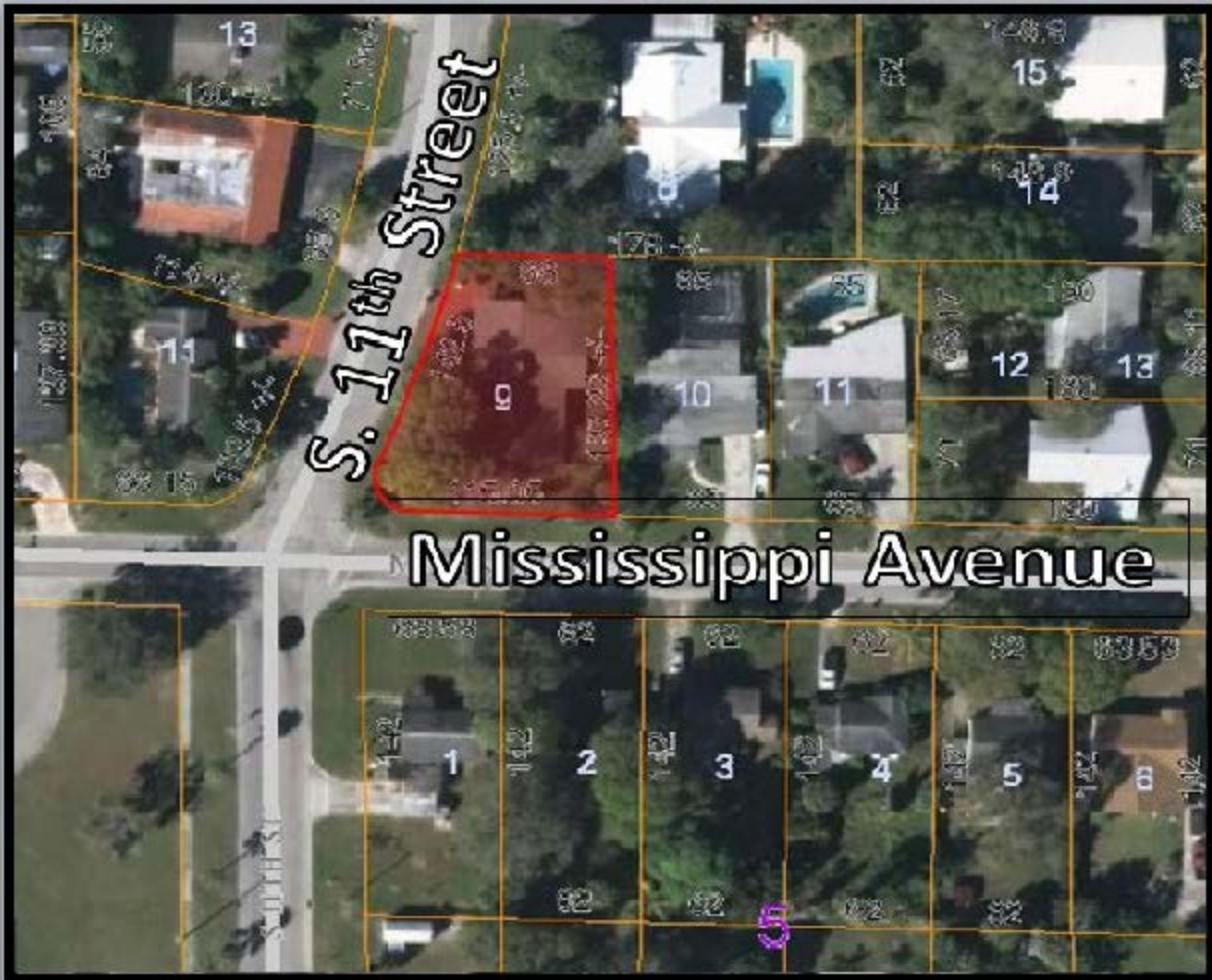
1) The maximum occupancy of the home does not exceed eight (8) individuals (2 individuals per bedroom), ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

5) Limit no more than 4 vehicles (2 in the garage, 2 in the driveway).



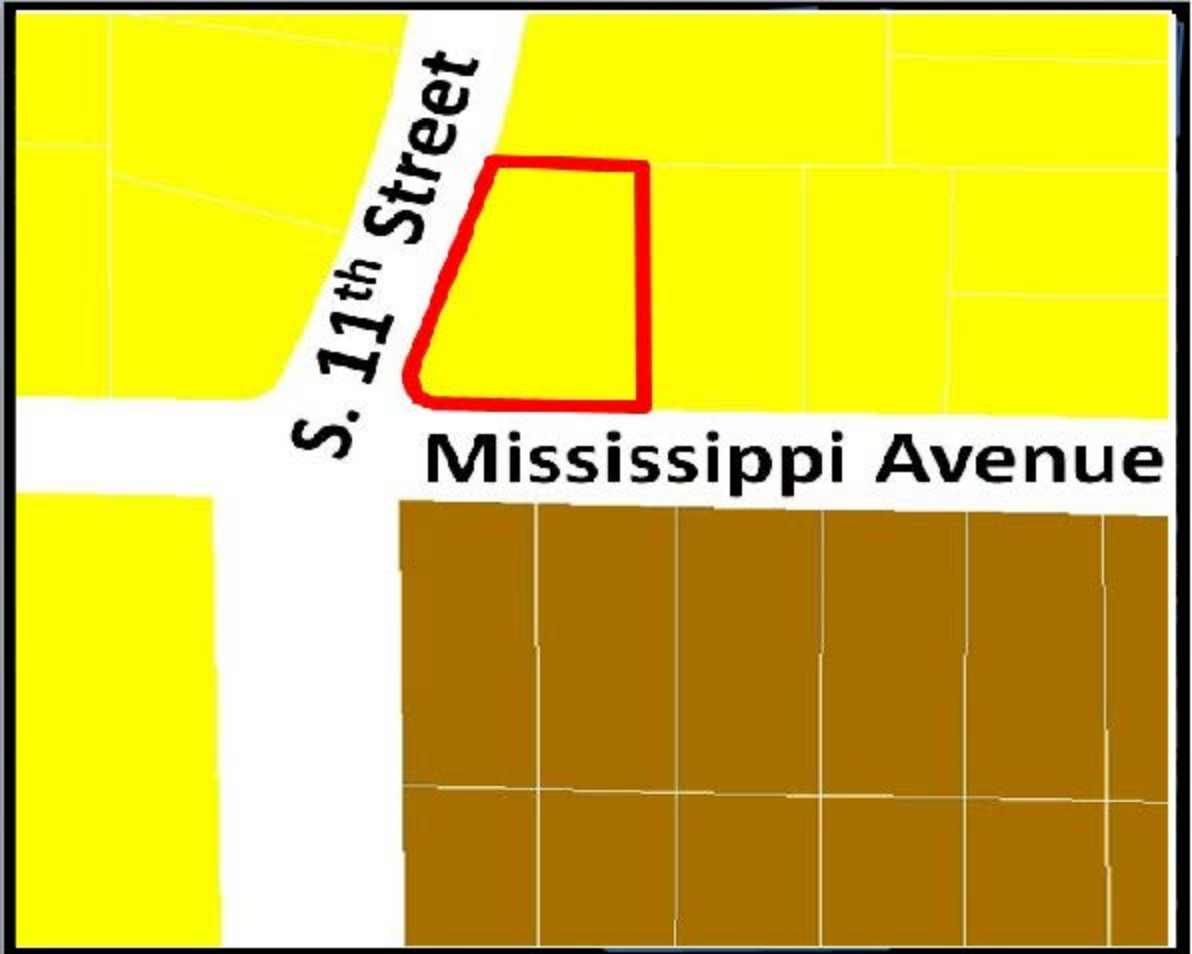
Arenas Residence

Conditional Use w/ No New Construction

1218 S. 11th Street

Aerial Map

THE SUNRISE CITY FORT PIERCE Florida



Arenas Residence

Conditional Use w/ No New Construction

1218 S. 11th Street

N
W E
S

R-1 = **R-2** =

THE SUNRISE CITY
FORT PIERCE
Florida

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location: 1218 S. 11th Street, Fort Pierce, FLA 34950

Parcel ID#(s): 2415-703-0063-000-7

Project description: Short term Rentals - 30 days or more

RAUL ARENAS	Tables Law Group P.A. & Andy Drucker
Property Owner(s)	Applicant/ Representative, Title, Company
1218 S. 11th Street	3475 Sheridan Street, #301
Street Address	Street Address
Ft. Pierce FLA 34950	Hollywood, FL 33021
City State Zip	City State Zip
786 519-2413	786 269-3554 or 305 975-8906
Phone Number	Phone Number
raularenasnunez@gmail.com	rtables@gmail.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.

Property Owner(s) Signature(s)

STATE OF FLORIDA – Brevard COUNTY

The foregoing instrument was acknowledged before me this 30 day of October, 2017, by Raul Arenas Nuñez who is personally known to me or has produced _____ as identification.

Signature of Notary

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
ANA YELITZA OCERINJAUREGUI
MY COMMISSION #FF116196
EXPIRES April 24, 2018
(407) 398-0153 FloridaNotaryService.com

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 3,114 sq ft Parking Spaces: 5

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

North	South	East	West
Residential	Residential	Residential	Residential

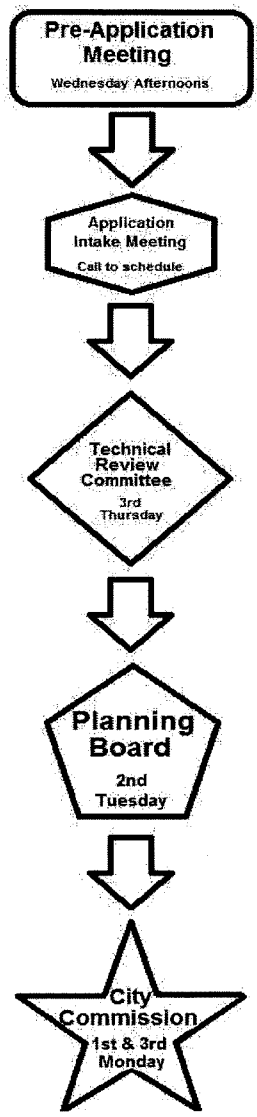
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(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



Property Identification

Site Address:	1218 S 11th ST
Parcel ID:	2415-703-0063-000-7
Account #:	24971
Map ID:	24/16N
Use Type:	0100
Zoning:	R1
City/County:	Fort Pierce

Ownership

Raul N Arenas
1218 S 11th St
Fort Pierce, FL 34950

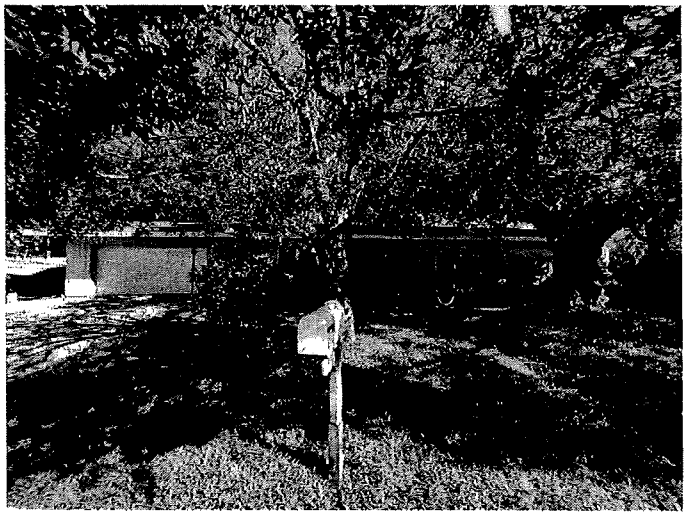
Legal Description

SUNRISE ESTATES BLK 4 LOT 9 (OR 3593-1457)

Current Values

Just/Market Value:	$107,100
Assessed Value:	$70,991
Exemptions:	$45,991
Taxable Value:	$25,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF):	2,573
Gross Area (SF):	3,114
Land Size (acres):	0.31
Land Size (SF):	13,356

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

DATE: October 24, 2017

TO: City of Fort Pierce, Planning Department

Owner: Raul Arenas

RE: REQUEST FOR CONDITIONAL USE PERMIT for Short Term Rentals (One month or longer)

1218 South 11th Street, Fort Pierce, FL

Parcel Identification Number: 2415-703-0063-000-7

Legal Description: Sunrise Estates Block 4, Lot 9 (O.R. Book 3593, Page 1457)

Dear Sirs/Ladies:

I am formally applying for a Conditional Use Permit – No New Construction – for short term rentals of my home located at 1218 S. 11th Street, Fort Pierce, Florida.

I have been temporarily residing abroad in order to receive medical care for a fairly serious heart condition. Consequently, I decided to rent out my house in order to help cover my spiraling healthcare costs. I intend on renting my house for periods of *no less than* 30 days at a time. Ideally, I would prefer to find renters who are interested in renting for a period of six months or longer.

I am submitting a floor plan for my house which reveals that it is a four (4) bedroom, three (3) bath house with a two-car garage. I am also enclosing photographs of the interior of my home so that you will have a better idea as to how it looks. I plan on making my home available for rent to retirees or families but in no event shall the number of guests exceed a maximum of six (6) family members.

I have prepared a statement of Rental Rules which accompanies this application. I have also prepared a draft Short-Term Lease Agreement that I will, with any needed modifications, use at the time the rental is booked by a prospective guest.

I have a gentleman who will act as the Property Manager in my absence. His name is Brian Roberts, his address is 941 S.W. McElroy Avenue, Port St. Lucie, FL 34953 and he can be reached at (561) 282-8359.

I have a driveway that can accommodate up to three motor vehicles

In conclusion, I am requesting a conditional use permit for short term rentals OF NO LESS THAN thirty (30) days length but up to six (6) months, should the opportunity arise.

If there are any questions, please direct them to Ryan Tables at Tables Law Group, P.A. at (786) 269-3554 or to Andy Drucker (305) 975-8906.

Thank you for your consideration in this matter.

Sincerely, Raul Arenas

SHORT TERM RENTAL AGREEMENT

This SHORT TERM RENTAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 201___, by and between RAUL ARENAS (the "Homeowner") and _____(the "Guest"). For good and valuable consideration exchanged herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Location: The property to be rented is located at 1218 South 11th Street, Fort Pierce, Florida 34949. The property is fully furnished and contains a two car garage.
2. Rental party: The rental party shall consist of the following persons:

   _____

   _____

3. Maximum Occupancy: The maximum number of guests is limited to six (6) persons.
4. Term of this Lease: The lease commences at 2:00 p.m. on _____ (the "Check in date") and ends at 12:00 noon on _____ (the "Check out date.")
5. Minimum Stay: This property requires a 30-day minimum stay. Longer stays are permissible as well. No reservations will be accepted for any period of less than 30 days.
6. Rental Rules: Guest agrees to abide by the Rental Rules attached as Exhibit "A" at all times while staying on the property and all members of the guest party must also abide by these rules at all times while staying on the property.
7. Access: Guest shall allow the Homeowner's property manager access to the Property for the purposes of repair and inspection upon appropriate advance notice to the Guest.
8. Rental Rate:
   a. The rental rate is $_____ for your stay.
   b. A deposit in the amount of $_____ is due from you upon making the reservation. The deposit is required to reserve the requested date as well as a security deposit and shall only be refunded to you if cancelled no less than 30 days prior to the commencement date of this lease.
      Deductions to the security will be made for any of the following:
      1. Damage to the property or furnishings;
      2. Excessive cleaning costs; or
      3. Any other cost incurred by the Homeowner due to Guest's stay.

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

   0% penalty if cancelling greater than 30 days prior to check-in date

50% penalty if cancelling at least 15 days prior to check-in date

100% penalty if cancelling less than 15 days prior to the check-in date

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

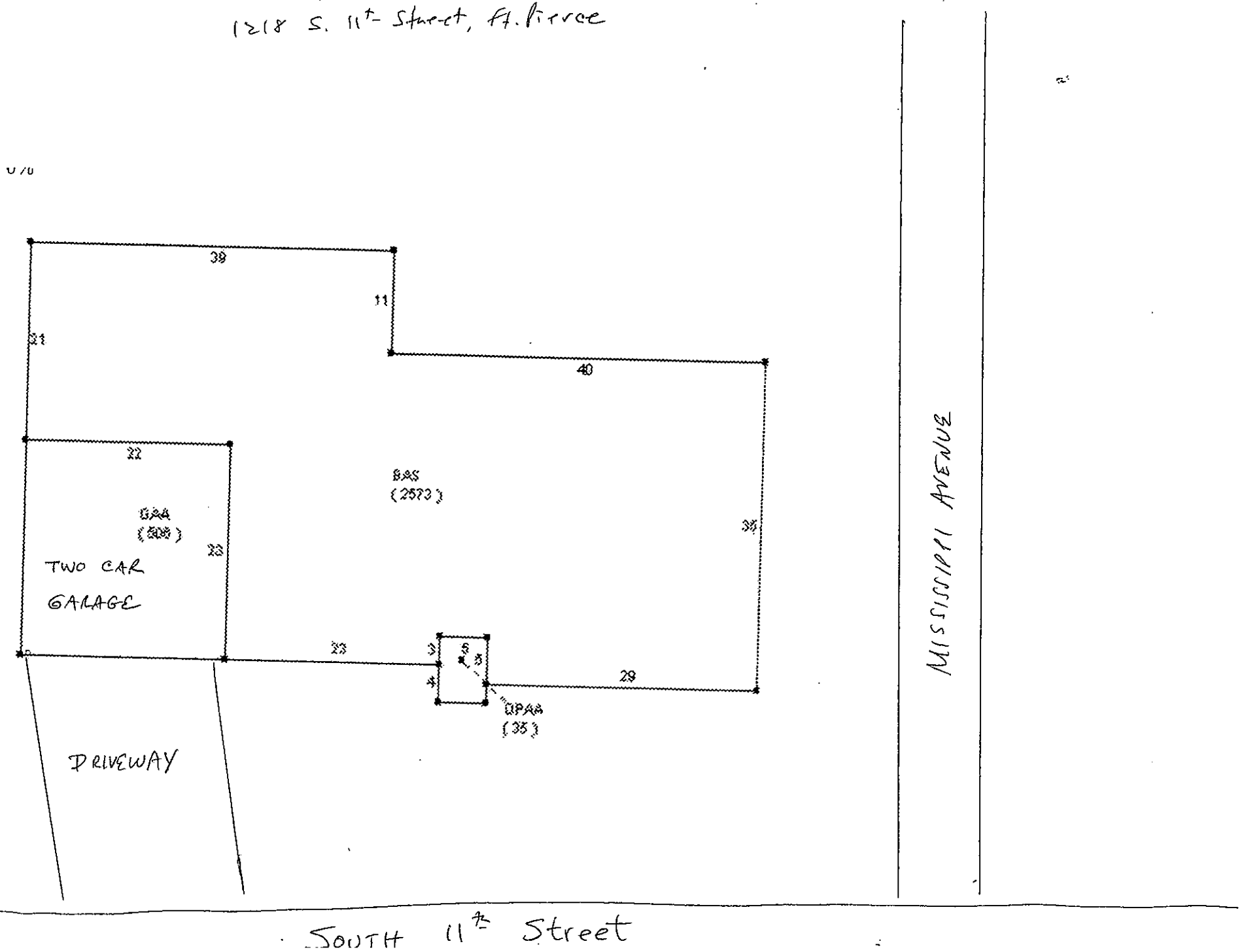
The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

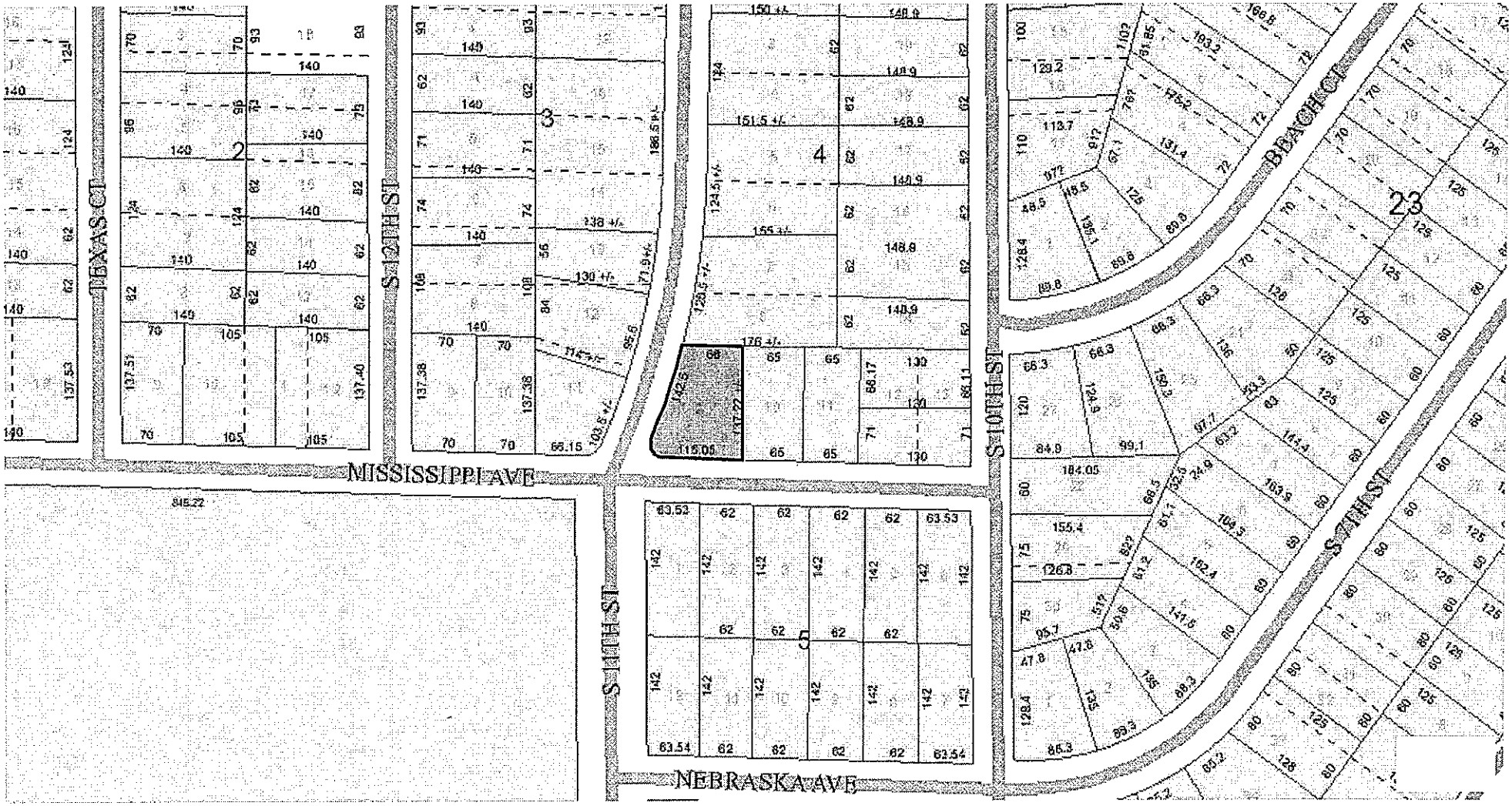
HOMEOWNER:	GUEST:
Raul Arenas _____	_____
Name: _____	Name: _____
Date: _____	Date: _____
Phone: _____	Phone: _____

RENTAL RULES

1. BE A COURTEOUS GUEST: We want you to enjoy your stay but please keep in mind that you are staying in a residential community. Our neighbors enjoy the tranquility of the area and deserve the utmost respect and consideration. Thus, loud noises, late evening celebrations and the playing of very loud music will be disruptive to your neighbors and therefore will not be tolerated nor permitted.
2. NO SMOKING: This is a "smoke free" home and therefore, smoking is not permitted in the home at any time. You may smoke outside only.
3. GUESTS: Those other than those who comprise the "guest party" are not permitted to stay overnight on the property. Any person that you may invite to visit with you while staying on the property is your sole responsibility.
4. NO PETS: This property is not suitable for pets.
5. NO PARTIES OR EVENTS are permitted on the premises at any time. See rule #1 above.
6. CHECK IN TIME AND CHECK OUT TIME: Check in time is 2 pm or any time thereafter. Check out time is 12 noon.
7. We urge our guests to be respectful of the property and its contents. Please maintain the property and all furnishings in good condition.
8. Parking: All motor vehicles must be parked in designated parking areas only. Parking on the street or lawn is not permitted under any circumstances. Any illegally parked vehicles will be subject to being towed from the premises and all applicable fines or towing fees will be the sole responsibility of the vehicle owner.
9. Housekeeping: There is no daily housekeeping service. While clean linens and bath towels are provided for your use, daily maid service is not included in your rental rate. Please do not remove towels or linens from the home.
10. The property is limited to a maximum of six (6) people.
11. This is a privately-owned home. The owner is not responsible for any accidents, injuries or illness that may occur while you are on the premises. The Homeowner is not responsible for the loss of personal belongings or valuables belonging to any 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 may invite to use the premises.

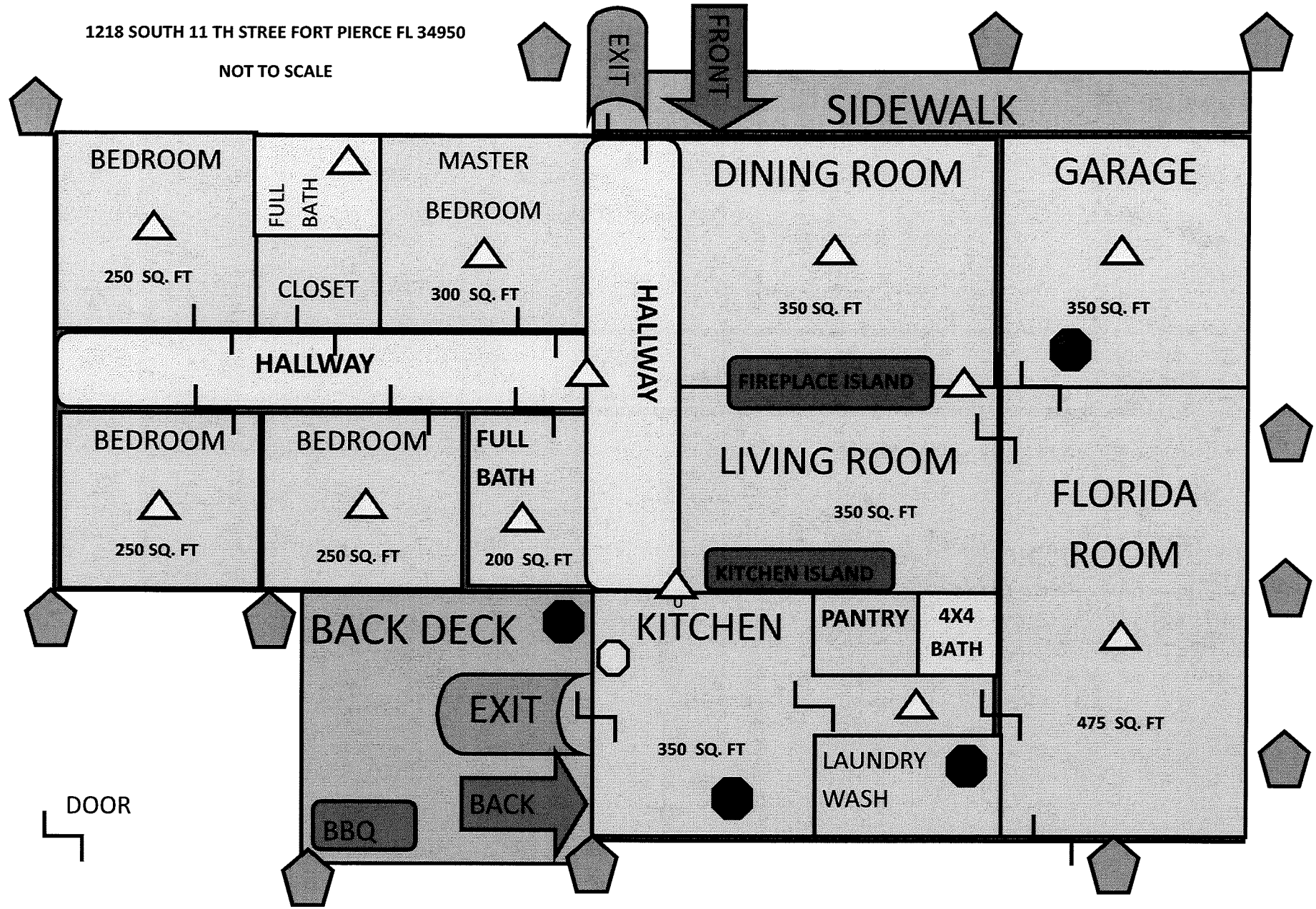
RAUL ARENAS RESIDENCE
1218 S. 11th Street, Ft. Pierce




TEXAS CT
S 12TH ST
MISSISSIPPI AVE
S 10TH ST
BEACH CT
S 7TH ST
NEBRASKA AVE
2
3
4
23

1218 SOUTH 11 TH STREE FORT PIERCE FL 34950

NOT TO SCALE



7 IN 1 SENSOR

SMOKE ALARM

FIRE EXTINGUISHER

SECURITY LIGHT

D R A F T

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, NOVEMBER 16, 2017, IN THE FORT PIERCE COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Present: FP Code; SLC Engineering; SLC Surveyor; FPUA Electric; FP Planning; FPUA Water/Wastewater; FP Building; FP Engineering; SLC Fire District

Absent: FP Police; SLC Planning; FP Public Works; SLC TPO

Staff Present: Rebecca Grohall, Planning Director
Kori Benton, Senior Planner
Vennis Gilmore, Planning Analyst
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

4. **Approval of Minutes**

a. Minutes from the October 19, 2017 meeting

Motion was made by SLC Surveyor, and seconded by FPUA Electric to approve the minutes from the October 19, 2017 meeting.

AYE: FP Building, FP Code, FP Engineering, FP Planning, FPUA Electric, FPUA Water/Wastewater, SLC Engineering, SLC Fire District, SLC Surveyor

Passed

5. New Business:

a. **Conditional Use - Galleria Commercial Parking Lot – 117 N. 2nd Street (Kori Benton)**

Mr. Benton: There are two components to the request: One component is subject to Planning staff's review comments and the other seeks to utilize some of the public right-of-way for valet parking, which the city code does not have provision to lease space for valet parking. Planning comments are specific to use of the parking lot for commercial parking, with a user fee excepted for members of the public to park.

Staff is looking at ironing out the address of the property. The address still carries a North 2nd Street designation but it has access from Depot Drive. This is an older address from when the parking was tied into the Kraaz and Kraaz building on 2nd Street.

Jennifer Zavila, Applicant Representative: The ADA requirements were approved by the state. Can you explain the concerns with the eastern easement and the one-way traffic pattern?

Mr. Benton: If the spaces are going to remain in the existing location a striped access aisle over to the alleyway would be required. We are looking for the one-way traffic pattern to be an overlay on the survey and permitted once the conditional use is approved. Between the Engineering and Planning department there are concerns with the northern drive aisle abutting the alleyway. Currently a portion of alleyway contributes to the asphalted area that is part of the required dimensions for the 90 degree parking spaces. The city is seeking a shared agreement through the conditional use, to be able to find a balance between use by the commercial parking lot of the alleyway, but also providing the opportunity for established parking areas to be accessed through the northern drive aisle.

FP Building: Florida Building Code through the accessibility code is how ADA is approved. At a certain point if the parking spaces were approved for a change of location from the eastern most boundary to the middle boundary there should have been a permit submitted. If you are going to move forward it has to comply with the current accessibility codes; the state agency does not approve this.

FP Planning, FP Building and FP Engineering comments are attached.

FP Code, SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater and SLC Fire District had no comments.

b. **Conditional Use - Deese Residence Dwelling Rental - 1011 Boston Avenue (Vennis Gilmore)**

Mr. Gilmore: The applicant is looking to have a dwelling rental to rent a minimum of month and maximum of less than 6 months.

FP Building: For a point of clarification, transient housing is from 30 days or less so if it is going to be a short term rental then it specifically would need to be 31 days or more.

Kevin Deese, Property Owner: Fully intend to imply with the comments and will make changes as necessary to the documents supporting 31 days or more or anything with Code Enforcement that has not been addressed.

Planning, FP Code and FP Building comments are attached.

SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering and SLC Fire District had no comments.

c. **Conditional Use - Arenas Residence Dwelling Rental - 1218 S. 11th Street (Vennis Gilmore)**

Mr. Gilmore: The applicant is seeking to rent a minimum of 31 days or more and less than 6 months. The zoning for the property is R-1, Single Family Low Density Residential.

FP Planning, FP Code and FP Building comments are attached.

SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering and SLC Fire District had no comments.

Andy Drucker, Applicant Representative: Some of the matters that have been brought up are in the process of being addressed. A guide booklet has been created by the owner, Mr. Arenas. A schedule has been sent with the recycling days and garbage days and what bins need to be put out. We will include information for compliance with the code. Please clarify the penalties if there is failure to comply by a renter.

FP Code: The City Commission may ask you the penalties if there is failure to comply by a renter.

d. **Conceptual Development Plan – Southwick Commons – Oleander Avenue (Brandon Creagan)**

Mr. Cregan: This is a conceptual development plan for an affordable housing apartment complex for seniors 55 and older. The zoning on the property is R-4, Medium Density Residential with a Future Land Use of RM, Medium Density Residential. The applicants are requesting a three- story building, 100 units maximum and 80 units at a minimum on site.

SLC Surveyor: I have been working directly with the consultant and all of the comments are going to be resolved to my satisfaction.

FPUA Water/Wastewater - Approved. Once the Conceptual Development Plan has been approved by the Commission we ask that you schedule a Pre-Design meeting to address the utility needs of the development.

SLC Fire Department: It will have to be fully sprinkled and alarmed. On the utility sheet of the site plan show the location of the hydrants, mains and FDC.

FP Planning, SLC Surveyor, SLC Engineering, FP Building, FP Engineering comments are attached.

FP Code and FPUA Electric had no comments.

Mickey Bradley, Seller: Available for questions.

SLC Surveyor: The right-of-way comment from SLC Engineering may not be applicable.

Chair Grohall: Please send revised comments to Mr. Creagan.

Joshua Bradley, Seller: Spoke with engineering at North St. Lucie River Control Unit and they are more than willing to work with us. Most of the right-of-way is over grown and they basically gave us the go ahead to do what we have to do and send them a bill.

e. **Temporary Use - PreCast Concrete – 3898 Selvitz Road (Kori Benton)**

Mr. Benton: PreCast Concrete development site plan is currently engaged and working toward completion. It is a 75 acre sight that is going to operate and produce a variety of concrete precast products.

The temporary use application presented a variety of deadlines in there project completion with a request to bring some preliminary production on site in a specific area within phase 1A. With that they presented a commitment to complete the designated turn lane on Selvitz Road as well as the storm water retention area, berming and landscaping to provide a buffer of this site and stabilize an area for parking for employees. With this preliminary production activities they are seeking one component for utility poles to be able to be formed, produced and transported in and out of the site for the reduced staff of 40 50 as they work to complete other aspects of the site development plan: full fledged parking area, joint drive aisles and variety of sorts.

Because of some of the recent weather conditions and rain delays they have experienced, the timeline presented within the temporary use application is shifted back 3-4 weeks. I have been in contact with the project manager and lead engineer for PreCast and I am seeking an invitation to come out with our building, engineering and planning staff and St. Lucie County engineering to jointly complete inspections on what they have put on paper within the temporary use commitments for certifications of certain items in order to feel comfortable with them initiating production on site. We are waiting for the time table and the window in which they will have completed those items they presented in the temporary use application.

SLC Surveyor: Our Planning department has deemed this an expedited project and I want to ensure you and the applicant we will do whatever it takes to help work through this as quick as we can to jointly inspect or whatever it needs to be to bring this project to completion.

SLC Engineering: We have no issue with the proposals. We will work with the applicant for them to get going with what they want to do.

FPUA Electric: No objections.

FP Building and FP Engineering comments attached.

FP Code, FPUA Water/Wastewater had no comments.

Mr. Benton: Asked SLC Engineering if they are aware of any inspection of the right-of-way work, designated turn lane.

SLC Engineering: The request for inspection goes through the right-of-way permit section.

SLC Surveyor: Working with Selena and no one has requested for an inspection at this point. They are getting close. I would have the applicant call and request the inspection.

f. **Temporary Use - Asphalt Plant - 4060 Selvitz Road (Kori Benton)**

Mr. Benton: The Johnson property is seeking an opportunity to establish a temporary asphalt plant on the premises to service and provide support to the Midway Road reconstruction project. The applicant has presented a duration period of 3 years for this project. It has been made aware that our temporary uses are considered in 1 year allotments with the prospect of it being renewable upon further consideration at the end of the 12 month period. The applicant has presented a layout of the temporary plant, some berming to capture some of the stormwater runoff on site as well as provide some buffering and separation between the adjacent site.

FP Planning, SLC Engineering, FP Building and FP Engineering comments are attached.

FP Code, SLC Surveyor, FPUA Electric and SLC Fire District had no comments.

David Morin, Applicant Representative from Culpepper Terpening: We plan for 3 years but the Engineering staff said 2 years and the Planning staff said 1 year.

Mr. Benton: The code provides the establishment and the director has the authority to approve a temporary use for one year with the capacity to apply for an additional year.

Chair Grohall: Our regulations allow for a one year temporary authorization and we can allow you two additional annual renewals so that will get you the three year period. We will touch base with Tracy in Engineering regarding the two year extension.

g. **Voluntary Annexation - 5450 S. US Highway 1 (Kori Benton)**

Mr. Benton: The property owner is seeking voluntary annexation in the City of Fort Pierce of the 2.32 acre tract. The applicant owns property adjacent that is in the city limits and they are seeking to bring that property in to the city via voluntary annexation. They are requesting the equivalent zoning and land use designation from the county to be transferred into the city without change.

Chair Grohall: What zoning and land use are they requesting?

Mr. Benton: C3 with a General Commercial Land Use

FP Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Building, FP Engineering, SLC Fire District had no comments.

SLC Surveyor comments are attached.

6. Public Comments

7. Staff Comments

8. Adjournment

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 117 N. 2nd St. – Galleria Commercial Parking Lot (KB)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. If open to the public, ADA parking space(s) is/are required.
2. Accessible routes to public way also required.

PT/km

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

November 9th, 2017

Stefan K. Matthes, P.E.
Culpepper and Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
smatthes@ct-eng.com

Re: **Technical Review –** Temporary Use
Asphalt Plant – 4060 Selvitz Road

Dear Mr. Matthes, P.E.

The following are technical review comments from the Planning Department's review of the application for Temporary Use for an Asphalt Plant – 4060 Selvitz Road:

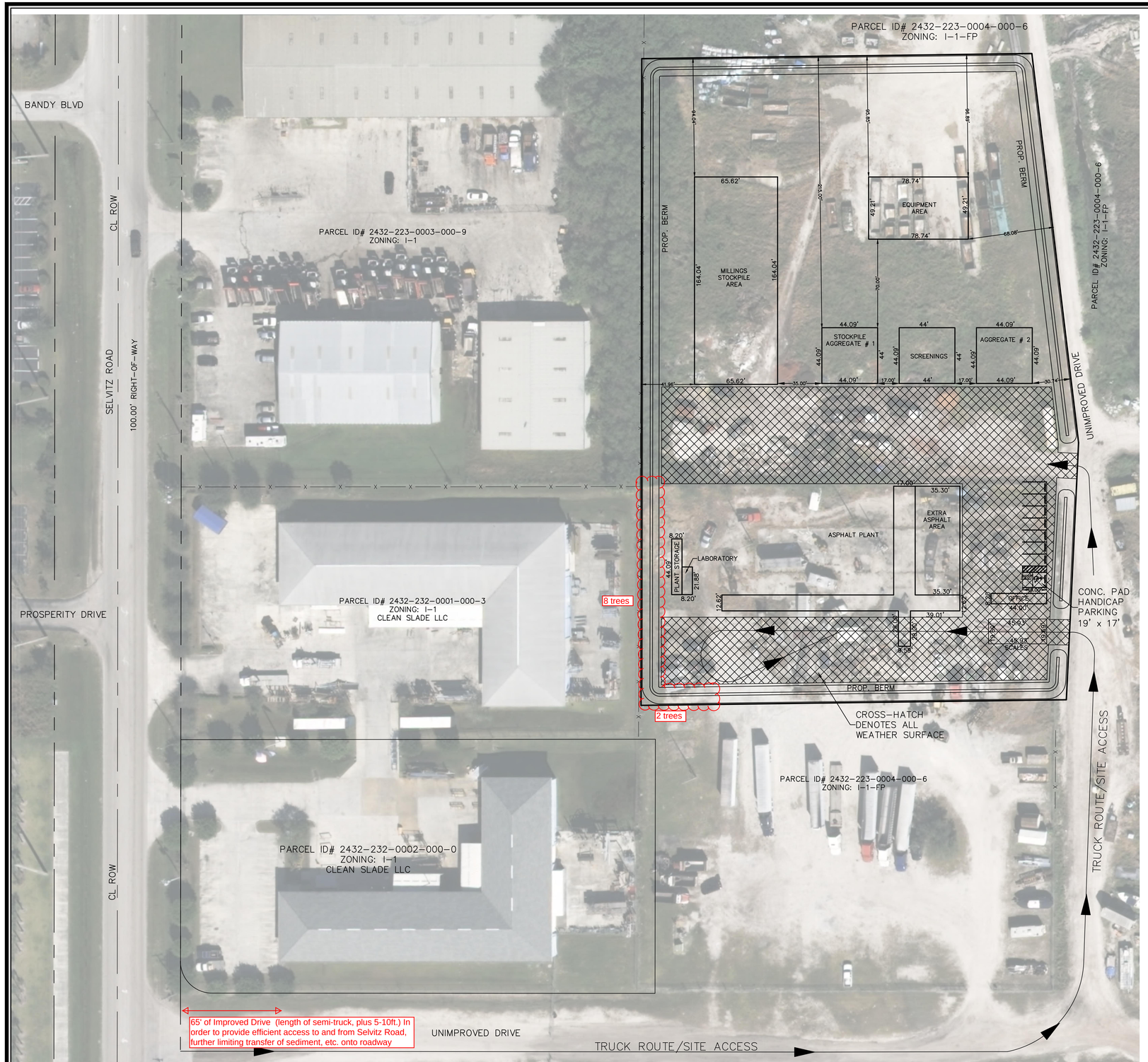
1) Due to the nature of the activities, and the potential traffic impacts to Selvitz Road, the applicant is requested to provide a 65' section of improved drive (length of semi-truck, plus 5-10ft.), from the property line to the east, at the access point from Selvitz Road. This request seeks to provide efficient access to and from Selvitz Road further limiting transfer of sediment, etc. onto roadway.

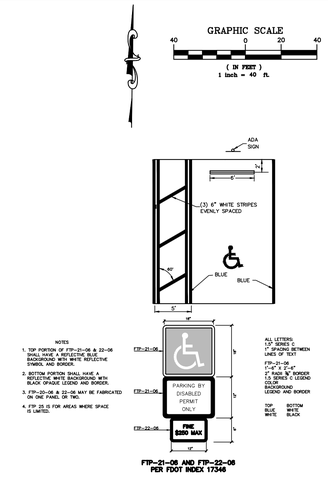
2) Due to the anticipated length of use, 8-10 trees are requested for installation within the berm/buffer area at the south west corner of the site pursuant to City Code Section 22-187 (6) Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. (Shown). Establishment may be completed via use of bubblers or irrigation bags.

3) Temporary Use authorization is valid for one (1) year, with the capacity for renewal. At the time renewal is requested, review of various site impacts will be conducted in coordination with the TRC.

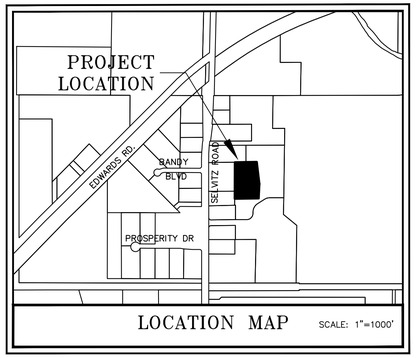
If you have any inquiries or concerns, please let me know. Please contact me should you have any questions regarding the project at (772) 467-3739 or by e-mail: kbenton@city-ftpierce.com.
Sincerely,

Kori Benton
Senior Planner





TYPICAL HANDICAPPED PARKING ILLUSTRATION



LOCATION MAP SCALE: 1"=1000'

SITE DATA

APPLICANT:
MORRISON USA #430
1201 BRICKELL AVENUE
MIAMI, FL 33131

PROPERTY OWNER
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT. PIERCE, FL 34981

ENGINEER:
STEF MATTHES, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

SURVEYOR:
TOM KIERNAN, P.S.M.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

1.) **PROJECT NAME:** TEMPORARY ASPHALT PLANT

2.) **LOCATION:** 4060 SELVITZ ROAD
FT. PIERCE , FLORIDA.

3.) **PROJECT DESCRIPTION** INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONTRETE USED IN PAVING.

4.) **SEC/TOWNSHIP/RANGE:** SECTION 32 / TOWNSHIP 35S / RANGE 40E **Map ID:**

5.) **PARCEL ID NUMBER:**
PARCEL 1: 2432-223-0004-000-6

6) **SITE AREA:**
TOTAL SITE AREA **3.90** ACRES

7.) **ZONING/ LAND USE:** EXISTING I-1-FP PROPOSED I-1-FP

8.) **FLOOD ZONE:**
ZONE (S) A
Map Number 12111C0188J
Effective Date February 16, 2012

9.) **UTILITY SERVICE:**
WATER SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTNG FPUA

10.) **SOLID WASTE:**
WASTE MATERIALS FROM ASPHALTIC CONCRETE PRODUCTION: IT IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIALS USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

11.) **HAZARDOUS MATERIALS:**
DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

12.) **DRAINAGE STATEMENT:**
THE SITE WILL BE BERMED TO PREVENT OFFSITE RUNOFF.

13.) **VEGETATION STATEMENT:**
THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

STEFAN K. MATTHES, PE FL. REG. NO. #38723

P:\Proj-2017\17-071 Temporary Asphalt plant\Eng\SITE PLAN.dwg, 10/13/2017 2:21:37 PM

PREPARED FOR
MORRISON USA #430

COMPUTER FILE REF.	FIELD BK./PG.
17-071 map.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-5-17
DETAILED		
CHECKED	DEM	10-9-17
APPROVED	SKM	10-13-17

TEMPORARY ASPHALT PLANT

SITE PLAN

DATE: 9-05-2017
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 17-071
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 17-04000014 – Deese Vacation Rental**

DATE : **November 2, 2017**

Code Enforcement has the following comments:

1. Mr. & Mrs. Deese's application and supporting documents do not address the majority of code enforcement's concerns. The only issue addressed is that it appears the Deese's will continue to reside on the property and be the local contact.
2. It is recommended that the Deese's consider including the following information in their rental application packet:
   a. Compliance with all local ordinances, including noise violations.
   b. Directions regarding the time and placement of garbage containers.
   c. Advise if pets are permitted and if so, compliance with our local pet ordinances.
   d. The number of people permitted to stay at one time.
   e. The number of vehicles permitted and where they are required to be parked.
3. The owner is advised that short term rentals of 30 days require the following:
   a. A City Business Tax Receipt
   b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
   c. An account with St. Lucie County – 5% Tourism Development Tax

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer JRA

RE : Deese Residence – 1011 Boston Avenue
Conditional Use TRC No. 17-04000014

NOV 07 2017

DATE : November 3, 2017

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2017:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\D\Deese Residence\Conditional Use\Submittal #1\CU Approval - 110317.docx

Project: **DEESE RESIDENCE**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

No comments.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Kevin & Heather Deese
1011 Boston Avenue
Fort Pierce, FL. 34950

Re: Deese Residence – Dwelling Rental

Dear Mr & Mrs. Deese,

The following are comments from the Planning Department's review of the application for a Dwelling Rental in the R-4, Medium Density Residential Zone (Please Provide a Written Response to all responsible Departments):

- **1) Please identify the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- **2) Please provide registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- **3) Please issue guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- **4) Please file for and obtain St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

Advisory Notes:

Per City Code Sec. 22-27 (c)(3). - On any lot used for residential purposes, other than a multifamily housing development, no more than one residential building will be allowed on the lot, except one building without kitchen facilities may be allowed as a guest house.

(Staff would like to meet with Mr. & Mrs. Deese following the Technical Review Committee Meeting.)

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1218 S. 11th St. - Arenas Residence (VG)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Official verbiage must read that 30 days or less equals a Transient designation, and that 31 days or more is a Non-transient designation.

PT/km

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 17-04000015 – Arenas Vacation Rental**

DATE : **November 2, 2017**

Code Enforcement has the following comments:

1. Mr. Arenas' narrative included the majority of code enforcement concerns including: local management, maximum vehicles and parking restrictions, pet restrictions and compliance with the local noise ordinance.
2. Some issues that Mr. Arenas' should consider including in his rental agreement are:
   a. Compliance with all local ordinances.
   b. Directions regarding the time and placement of garbage containers.
3. The owner is advised that short term rentals of 30 days require the following:
   a. A City Business Tax Receipt
   b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
   c. An account with St. Lucie County – 5% Tourism Development Tax

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

RE : Arenas Residence – 1218 South 11th Street
Conditional Use TRC No. 17-04000015

NOV 07 2017

DATE : November 3, 2017

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2017:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst
Q:\ENGINEERING\Site Development Projects\A\Arenas Residence\Submittal #1\CU Approval - 110317.docx

Project: **ARENAS RESIDENCE**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

1) Please provide a boundary and topographic survey of the site with flood zones depicted. In addition all wetland areas (if any) will need to be identified and shown on the survey. All elevations will be referenced to NAVD 1988. The survey needs to be performed by a professional surveyor licensed to practice in the State of Florida.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Andy Drucker
3475 Sheridan Street, #301
Hollywood, FL. 33021

Re: Arenas Residence – Dwelling Rental

Dear Mr Drucker,

The following are comments from the Planning Department's review of the application for a Dwelling Rental in the R-1, Single-Family Low Density Residential Zone (Please Provide a Written Response to all responsible Departments):

- **1) Please identify the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- **2) Please provide registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- **3) Please issue guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- **4) Please file for and obtain St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1218 S. 11th St. - Arenas Residence (VG)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Official verbiage must read that 30 days or less equals a Transient designation, and that 31 days or more is a Non-transient designation.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : Oleander Ave. – Southwick Commons (BC)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Project shall comply with the Florida Building Code.
2. Be aware of the Code cycle change 12/31/17.

PT/km

Project: **SOUTHWICK COMMONS**

Subject: Review Comments
To: Brandon Creagan
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

1) Please add to the notes. "The expected use of the survey and map" and "All measurements are in accordance with the United States standard, in feet."
2) Please indicate the monumentation used for the basis of bearings.
3) Please bold the boundary lines.
4) Please dimension the remaining portion of Parcel 2.
5) Please dimension the R/W width of Canal 14 and Oleander Avenue adjacent to the property. In addition, Canal 14 is not graphically depicted correctly. It jogs to the east at approximately opposite Wildwood Avenue. Lastly the correct title for Canal 14 is North St. Lucie River Water Control District Canal No. 14.
6) Please dimension the R/W widths of Wildwood Avenue, Royal Palm Boulevard, Poinsetta Avenue and Oak Avenue.
7) Please clarify if 12.00 acres is for the entire property.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

November 16, 2017

Ryan Von Weller/ Warwick Commons LLC
1105 Kensington Park Drive Suite 200
Altamonte Springs, FL 32714

SUBJECT: Southwick Commons – Oleander Avenue
TECHNICAL REVIEW PROJECT: # 17-04000013
CONCEPTUAL DEVELOPMENT PLAN

The following are comments from the Planning Department's review of the Application for Development Review (Conceptual Development Plan), based upon the plans provided:

Landscaping & Trees:

City Code 22-187, General Landscaping Requirements

When the formal Application for Site Plan review is submitted the applicant must include a landscape plan that meets the requirements of City Code 22-187, General Landscaping Requirements.

City Code 22-194, Tree Protection and Mitigation

Before any clearing of the land can commence you will need to provide a tree removal plan that will indicate all native trees over 14 inches DBH. The exception is that an palms shall be shown on the plan that have a minimum clear trunk of 10 feet. Any desired removal of trees that meet the criteria above can be mitigated and moved to a different location on site, moved to city owned land, and or a new tree of the same species can be plated.

Parking & Lighting:

City Code 22-60, Off-Street Parking & Loading

The plans for the development are to have 1 parking space per unit. City Code 22-60 only requires .5 parking spaces when a residential development is for public housing for the elderly. With that said 1 space per unit would help alleviate any parking conflicts if they do arise.

Bicycle Parking is also required and the ratio is 1 space for every 10 dwelling units. If 100 units are constructed then 10 bicycle parking spaces shall be provided. Bicycle parking can be provided in the form of bicycle racks.

Lighting for off-street parking shall be provided at a minimum average of one foot candle for the whole parking lot area.

Traffic Impact Report:

When the Application for Site Plan Review is filed please provide a Traffic Impact Report. This report will show the daily traffic impact from the proposed development as well as the current traffic conditions. The Traffic Impact Report will also help to determine if a turn lane would need to be added on Oleander to allow drivers a safe way to turn into the development.

Environmental Impact Report

The Environmental Impact Report will outline any native trees on site, any protected species of animals that live on site, and any environmental concerns.

Additional Comments:

Items that will be required at time of Site Plan submittal.

1. Application for Development Review (Site Plan)
    a. Original Complete Notarized Application
    b. Warrantee Deed
    c. SLC Property Card
    d. Statement of Ownership
    e. General Location Map
    f. Sign and Sealed Survey
    g. Sign and Sealed Site Plan
    h. Sign and Sealed Landscape Plan
    i. Sign and Sealed Storm Drainage Plan
    j. Environmental Impact Report
    k. Sign and Sealed Lighting Plan
    l. Traffic Impact Report
    m. Application for Design Review and all required documents for that application.
    n. Concurrency Review Submittals

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: Bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
2. A 6-FT sidewalk shall be required on the Oleander Avenue road right-of-way along the eastern property boundary.
3. The applicant is advised that driveways within the road right-of-way shall be paved with an all-weather surface material. Two-lane commercial driveways shall not exceed 40 FT in width and shall be offset at least 25 FT from the side property line.
4. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
5. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
6. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.
7. The applicant is advised that a Stormwater Permit may be required for stormwater discharges within the County's roadway ROW. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 3898 Selvitz Rd. – Pre-Cast Concrete (KB)

DATE : November 16, 2017

1. Be aware of Code cycle change to 6th Edition, effective 12/31/17.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

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- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

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3. The applicant is advised that driveways within the road right-of-way shall be paved with an all-weather surface material. Two-lane commercial driveways shall not exceed 40 FT in width and shall be offset at least 25 FT from the side property line.
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THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 4060 Selvitz Rd. – Asphalt Plant (KB)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Must comply with the Florida Building Code.
2. Be aware of Code cycle change effective 12/31/17.

PT/km

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

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4. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
5. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
6. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.
7. The applicant is advised that a Stormwater Permit may be required for stormwater discharges within the County's roadway ROW. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

November 9th, 2017

Stefan K. Matthes, P.E.
Culpepper and Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
smatthes@ct-eng.com

Re: **Technical Review –** Temporary Use
Asphalt Plant – 4060 Selvitz Road

Dear Mr. Matthes, P.E.

The following are technical review comments from the Planning Department's review of the application for Temporary Use for an Asphalt Plant – 4060 Selvitz Road:

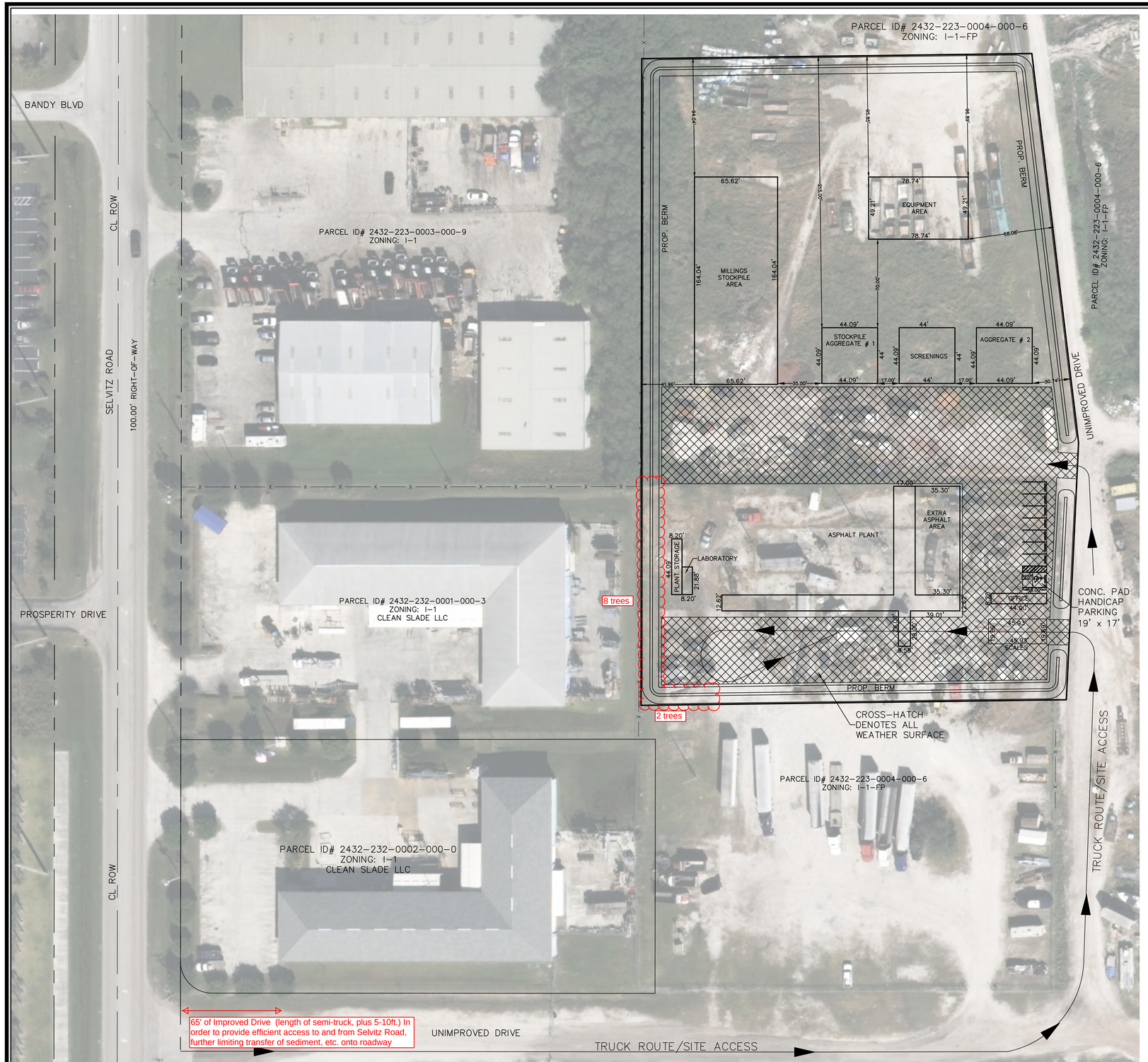
1) Due to the nature of the activities, and the potential traffic impacts to Selvitz Road, the applicant is requested to provide a 65' section of improved drive (length of semi-truck, plus 5-10ft.), from the property line to the east, at the access point from Selvitz Road. This request seeks to provide efficient access to and from Selvitz Road further limiting transfer of sediment, etc. onto roadway.

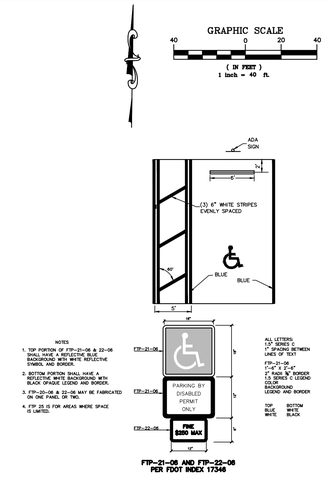
2) Due to the anticipated length of use, 8-10 trees are requested for installation within the berm/buffer area at the south west corner of the site pursuant to City Code Section 22-187 (6) Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. (Shown). Establishment may be completed via use of bubblers or irrigation bags.

3) Temporary Use authorization is valid for one (1) year, with the capacity for renewal. At the time renewal is requested, review of various site impacts will be conducted in coordination with the TRC.

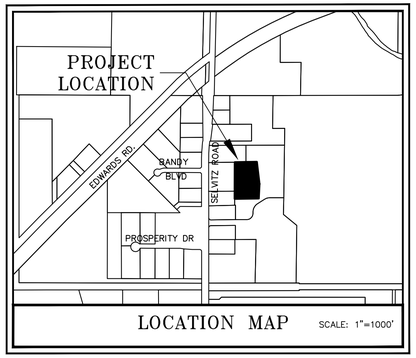
If you have any inquiries or concerns, please let me know. Please contact me should you have any questions regarding the project at (772) 467-3739 or by e-mail: kbenton@city-ftpierce.com.
Sincerely,

Kori Benton
Senior Planner





TYPICAL HANDICAPPED PARKING ILLUSTRATION



LOCATION MAP SCALE: 1"=1000'

SITE DATA

APPLICANT:
MORRISON USA #430
1201 BRICKELL AVENUE
MIAMI, FL 33131

PROPERTY OWNER
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT. PIERCE, FL 34981

ENGINEER:
STEF MATTHES, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

SURVEYOR:
TOM KIERNAN, P.S.M.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

1.) **PROJECT NAME:** TEMPORARY ASPHALT PLANT

2.) **LOCATION:** 4060 SELVITZ ROAD
FT. PIERCE , FLORIDA.

3.) **PROJECT DESCRIPTION** INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONTRETE USED IN PAVING.

4.) **SEC/TOWNSHIP/RANGE:** SECTION 32 / TOWNSHIP 35S / RANGE 40E **Map ID:**

5.) **PARCEL ID NUMBER:**
PARCEL 1: 2432-223-0004-000-6

6) **SITE AREA:**
TOTAL SITE AREA **3.90** ACRES

7.) **ZONING/ LAND USE:** EXISTING I-1-FP PROPOSED I-1-FP

8.) **FLOOD ZONE:**
ZONE (S) A
Map Number 12111C0188J
Effective Date February 16, 2012

9.) **UTILITY SERVICE:**
WATER SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTNG FPUA

10.) **SOLID WASTE:**
WASTE MATERIALS FROM ASPHALTIC CONCRETE PRODUCTION: IT IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIALS USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

11.) **HAZARDOUS MATERIALS:**
DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

12.) **DRAINAGE STATEMENT:**
THE SITE WILL BE BERMED TO PREVENT OFFSITE RUNOFF.

13.) **VEGETATION STATEMENT:**
THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

STEFAN K. MATTHES, PE FL. REG. NO. #38723

P:\Proj-2017\17-071 Temporary Asphalt plant\Eng\SITE PLAN.dwg, 10/13/2017 2:21:37 PM

PREPARED FOR
MORRISON USA #430

COMPUTER FILE REF.	FIELD BK./PG.
17-071 map.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-5-17
DETAILED		
CHECKED	DEM	10-9-17
APPROVED	SKM	10-13-17

TEMPORARY ASPHALT PLANT

SITE PLAN

DATE: 9-05-2017
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 17-071
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Asphalt Plant Temporary Use – 4060 Selvitz Road
TRC No. 17-42800011

DATE : October 25, 2017

This is to advise you that we have completed the review of the following documents as received by this office on October 19, 2017:

- ☑ Temporary Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Do Not Recommend ☐ Recommend

☑ Temporary Use ☐ Building Permit ☐ Conditional C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☑ See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\A\Asphalt Plant\Submittal No. 1\Temporary Use Comments - 102517.docx

ENGINEERING COMMENTS:

1. The application references that the asphalt plant is a temporary use to be utilized for three (3) years. It is this department's recommendation that a Temporary Use be granted for two (2) years in order to qualify for the "Temporary" designation.
2. Advisory Comment: Please identify the material to be utilized for the "all weather surface".
3. Please provide documentation identifying that legal access exists between the site and Selvitz Road via the unimproved drive.

JRA/TST/tst

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 5450 S. US Hwy. 1- Voluntary Annexation (KB)

DATE : November 16, 2017

Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

To : Kori Benton, Senior Planner

From : John R. Andrews, P.E., City Engineer for TST

Re : Annexation – 5450 S. US Highway 1

Date : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Annexation ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

Project: SOUTH US 1 ANNEXATION

Subject: Review Comments
To: Kori Benton
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 15, 2017

SURVEY:

1) Please add to the notes. "The expected use of the survey and map" and "All measurements are in accordance with the United States standard, in feet."
2) Please add the following statement to your notes "Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties."
3) The bearings used shall be referenced to some well-established and monumented line. Please indicate the monumentation used.
4) Please indicate the originating benchmark used for the establishment of the elevations.
5) Please correct your statement of the "West line of the NE corner of Section 10-36-40." To the West line of the NE ¼.
6) Please indicate the R/W width of US No. 1 adjacent to the property.
7) Please indicate the distance from the SW corner of the property to the West line of the NE 1/4.
8) Please indicate the dimensioned remaining portions of lot 227 north of the surveyed property.
9) Within the legal description please add a space between east according and records of.
10) Please bold the outline of the property.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 12, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Michael Broderick**; **Gloria Johnson-Scott**; **Brian Paul**; **Tim O'Connell**; **Bob Burdge**; **John George**; **Frank Creyaufmiller**, **Chairman**

Staff Present: **James Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

All Planning Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the November 14, 2017 meeting

Motion was made by Michael Broderick, and seconded by John George to approve the minutes from the November 14, 2017 meeting.

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

6. NEW BUSINESS

a. **Voluntary Annexation - 5450 S US Highway 1**

Mr. Benton gave an overview of the application. Lee Dobbins, Applicant Representative, made himself available for questions. No one spoke against the application.

Motion was made by John George, and seconded by Tim O'Connell to forward a recommendation of approval to the City Commission.

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

b. **Zoning Atlas Amendment & Planned Development - Jenkins Road KOA - 3180 S. Jenkins Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the landscape buffer, sidewalks considered for installation and the zoning change.

Lee Dobbins, Applicant Representative, provided additional information on the neighborhood meetings and the sidewalk payment in lieu of.

No one spoke against the application.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the proposal upon the following conditions:

1. **The development plan accommodates a right-of-way dedication consistent with St. Lucie County's established provisions for Jenkins, Edwards, and McNeil roads, maintaining landscape buffering plans presented;**
2. **The applicant completes sidewalks, or provides payment-in-lieu of sidewalk construction, pursuant to City Code Section 22-62 or applicable St. Lucie County provisions as abutting roadways are under County jurisdiction.**
3. **Transportation Level of Service (LOS) analysis and potential suggestions by St. Lucie County are considered by the final development plan, where applicable.**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

c. **Conditional Use with No New Construction - Galleria Parking - 120 N. Depot Drive**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the angle parking configuration, shared access alleyway and lighting.

Mr. Messer asked Mr. Benton how the city will ensure the establishment of an ingress easement is accomplished and if the ingress and egress easement is what is being referred to in the first condition. Mr. Benton stated the easement is what is being referred to in the first condition in the staff report and the capacity has been left open for various ways of accomplishing the shared access, whether it is a private agreement or an actual access easement.

Gus Gutierrez, Applicant, stressed that the parking lot is private property and after hours cars are being towed for liability reasons. Mr. Gutierrez said to prevent cars from being towed during special events and after hours, a parking lot attendant would collect for parking, and in turn the

city would have an additional 40 - 60 parking spaces. Mr. Gutierrez answered questions from the Board on lighting, intention to have angle parking and different ways of closing off the parking lot.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the request to operate a commercial parking lot with the following conditions:

1. **Either an Ingress-Egress Easement is required or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking.**
2. **The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way; and**
3. **A trash receptacle and process for collection are integrated into the use plan; and**
4. **All city lighting codes are met.**

AYE: **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

d. **Conditional Use - Deese Dwelling Rental - 1011 Boston Avenue**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding change of use and the conditional use staying with the property.

Ms. Grohall explained the change of use permit.

Kevin Deese, Applicant, asked if approved, if he has to go through with the request. Ms. Grohall explained that he would not be obligated in anyway and if the conditional use is not used within a 12 month window then the conditional use would have to be re-applied for.

Mr. Messer explained that the conditions do follow the property and if the conditional use cannot be met, then the condition does not exist.

Motion was made by John George, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;**
4. **The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and**
5. **Limit occupancy based on the number of bedrooms, and no more than 2 vehicles (one vehicle per unit).**

AYE: **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Chairman Frank Creyaufmiller**

Passed

e. **Conditional Use - Arenas Dwelling Rental - 1218 S. 11th Street**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding surrounding single family housing and pending code enforcement cases.

Andrew Drucker, Applicant Representative, stated he did not think the property had been used as a short term rental.

Mr. Broderick stated he has reservations on approving the project due to creating a transient housing environment in the the R1 and R2 residential single family neighborhood Mr. Broderick also stated that neighbors are being put in a difficult spot because they are the neighborhood enforcement mechanism.

Mr. Burdge asked what can be done if the property becomes a nuisance.

Mr. Messer explained that Code Enforcement uses the 3 strike rule, for the same type of problem, to declare a property a nuisance.

Motion was made by Gloria Johnson-Scott, and seconded by John George to forward a recommendation to approve the request with the following conditions:

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**
4. **The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.Limit occupancy based on bedrooms, and no more than 4 vehicles (2 in the garage, 2 in the driveway).**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Bob Burdge**, **John George**

NAY: **Tim O'Connell**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

f. **Conceptual Development Plan - Southwick Commons - Oleander Avenue**

Mr. Creagan gave an overview of the application and answered questions from the Board on density and phased development.

Matt Toeniskoetter, Seller Representative, provided additional information.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation of approval for the conceptual parameters of the proposal.

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

g. **Preliminary Plat - Dollar Tree - 4008 Okeechobee Road**

Mr. Benton gave an overview of the project. Jason Gunther, Applicant Representative, agreed with staff's conditions.

Motion was made by John George, and seconded by Michael Broderick to approve with the following conditions:

1. **The applicant complete the recommended housekeeping corrections referenced by the City Engineering Department and City's reviewing surveyor, prior to scheduling for City Commission review; and**
2. **The ingress/egress Easement is maintained, or appropriately adjusted during development review of Lot 2, to accommodate shared access with adjacent uses.**

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

7. **ELECTION OF CHAIR**

Motion was made by Michael Broderick, and seconded by John George to nominate Mr. Creyaufmiller as Chairman.

AYE: **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **John George**, **Chairman Frank Creyaufmiller**

Passed

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to nominate Mr. George as Vice-Chairman.

AYE: **John George**, **Bob Burdge**, **Tim O'Connell**, **Brian Paul**, **Gloria Johnson-Scott**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

8. BOARD COMMENTS

Mr. Messer stated the Planning Board meeting was congenial and the business was transacted professionally.

Mr. Messer explained that the Planning Department Director, Ms. Grohall, is more than just staff, she is an expert in land use matters and he encouraged the Board to have dialogue with her by asking her for her opinion and advice.

Mr. Broderick stated it would be helpful to have the Planning Director sit on the dais for the meetings. Ms. Grohall stated she is more than happy to sit on the dais with the Board members.

Mr. Creyaufmiller said he respected Mr. Burdge as Chairman and the work he had done on the Board and the respect to all parties who attend the Planning Board meetings is of utmost importance.

9. ADJOURNMENT

City Commission Regular Meeting **12.d.**

Meeting Date: 01/16/2018

Re: 18-001 - Time of Meetings

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 18-001 Eliminating the Time of City Commission Meetings from the Code of Ordinances. FIRST READING

SUMMARY:

At the December 4, 2017, the City Commission discussed the possibility of changing the meeting time of one or more City Commission Meetings. It was determined that the actual time of the meetings had been included in the Code; however that detail is not required to be part of the code of ordinances. This ordinance simply removes the specified time from the Code, but does not change the actual meeting dates or times.

RECOMMENDATION:

Adopt the ordinance as discussed.

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

City Attorney's Office

COORDINATED WITH:

City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-001

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 08:37 AM

Form Started By: Linda Cox

Started On: 01/02/2018 02:56 PM

Final Approval Date: 01/10/2018

ORDINANCE NO. 18-001

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-27, ELIMINATING THE TIME OF CITY COMMISSION MEETINGS**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, article III, section 24 of the Charter of the City of Fort Pierce, Florida provides that "the city commission shall meet at such time and place as may be prescribed by ordinance or resolution"; and

WHEREAS, the Code of Ordinances of the City of Fort Pierce, Florida, currently prescribes the time and place of City Commission meetings; and

WHEREAS, the City of Fort Pierce, Florida, desires to prescribe the time of the City Commission meetings by resolution as authorized by the Charter.

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

SECTION 1. That chapter 2 – Administration, article II – City Commission, division 2 – Meetings, section 2-27 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-27. - Regular meetings; ~~time~~date and place.

The city commission shall meet regularly not less than twice each month on the first and third Monday of each month~~ at the hour of 6:30 p.m., eastern standard time or eastern daylight saving time, whichever is in effect~~. All meetings of the commission, whether regular or special, shall be held in the City Hall Commission Chambers, 100 North U.S. #1, unless a majority of the commission directs that a meeting be held at some other specified date, place, and time.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance 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 Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-001 was duly advertised by title only in the St. Lucie News Tribune on January 5, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January 16, 2018; and was duly introduced, read by title only, and passed on second and final reading February 5, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 8th day of February, 2018.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

City Commission Regular Meeting **12.e.**

Meeting Date: 01/16/2018

Re: 18-002 Removing Alternate Member Position from Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 18-002 Eliminating the Alternate Position on the Planning Board. FIRST READING

SUMMARY:

At the December 4, 2017 Commission Meeting, the Commission indicated their support for the elimination of the alternate position on the Planning Board. This Ordinance effectuates that change.

RECOMMENDATION:

Adopt Ordinance 18-002 as presented.

ALTERNATIVES:

Adopt with changes or do not adopt.

RESPONSIBLE STAFF:

City Attorney

COORDINATED WITH:

City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-002

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 07:53 AM

Form Started By: Linda Cox

Started On: 01/02/2018 03:01 PM

Final Approval Date: 01/10/2018

ORDINANCE NO. 18-002

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2, ARTICLE XII, SECTIONS 2-221, ELIMINATING THE ALTERNATE MEMBER OF THE PLANNING BOARD**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida established a planning board; and

WHEREAS, the City of Fort Pierce, Florida desires to eliminate the alternate member of the planning board so that the planning board will consist of seven (7) members.

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

SECTION 1. That chapter 2 – Administration, article XII, City Planning Board, section 2-221 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-221. - Appointment; qualifications of members; terms.

There shall be appointed by the city commission a city planning board (referred to in this article as the "board") consisting of seven (7) members~~, and one alternate member,~~ who have been residents of the city for the last two (2) years. Each member of the city commission shall appoint one member, to serve concurrently with the appointee's term. Additionally, two (2) at-large ~~and one alternate~~ members shall be appointed by majority vote of the city commission. Each at-large ~~and/or alternate~~ member shall serve for a term of two (2) years. Any member may be removed with or without cause by the city commission. The members of the city commission and the city manager shall be ex officio members of the city planning board.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance 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 Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-002 was duly advertised by title only in the St. Lucie News Tribune on January 5, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January 16, 2018; and was duly introduced, read by title only, and passed on second and final reading February 5, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of February, 2018.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

City Commission Regular Meeting **12.f.**

Meeting Date: 01/16/2018

Re: Ordinance 18-003 - Text Amendment - Chapter 18-12(a)(2)(b) & 18-13

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-003 Amending Chapter 18 to provide for the acceptance of letters of credit to secure site improvements. FIRST READING

SUMMARY:

This text amendment is a staff initiated proposal to amend City Code Sections 18-12(a)(2)(b), Required Improvements & 18-13, Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
Caroline Valentin, Assistant City Attorney
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance #18-003
Planning Staff Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 07:58 AM

Form Started By: Brandon Creagan Started On: 01/04/2018 12:49 PM
Final Approval Date: 01/10/2018

ORDINANCE NO. 18-003

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA **CHAPTER 18,** SECTIONS 18-12(a)(2)(b) and 18-13, PROVIDING FOR ACCEPTANCE OF A LETTER OF CREDIT TO SECURE ESTIMATED COSTS OF IMPROVEMENTS TO A SITE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce ("City") pursuant to its Code of Ordinances sections 18-12 and 18-13, accepts cash and/or surety bonds as security for the estimated costs of improvements to a site from developers;

WHEREAS, sections 18-12 and 18-13 of the Code do not provide for Letters of Credit as an acceptable option for the estimated costs of improvements to a site;

WHEREAS, the acceptance of a Letter of Credit would provide developers another acceptable option for providing proof of monetary funds for the estimated cost of improvements to a site.

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

SECTION 1. Section 18-12(a)(2)(b) is hereby amended so that the same shall read as follows:

Sec. 18-12. - Required improvements.

(a)(2)(b) The subdivider may request the city to construct the improvements required and if the city commission agrees, the subdivider shall deposit with the city, cash, **a letter of credit,** and/or a surety bond for the estimated cost of the improvements as determined by the city engineer which will pay one-hundred and ten (110) per cent of the total cost of the improvements requested on a fully dedicated street. The **letter of credit, and/or** surety bond shall be allowed for a maximum of two (2) years from the date the subdivision plat was approved by the city commission, and **the surety bond** is to be secured from a bonding company licensed by the State of Florida, with a Best's financial rating of AAAA or better and a Best's general policy holder's rating of A+.

SECTION 2. Section 18-13 is hereby amended so that the same shall read as follows:

Sec. 18-13. - Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

The subdivider shall file with the director of finance a surety bond, **letter of credit,** cashier's check, or a certified check upon a solvent local bank conditioned to secure the construction of the improvements listed in this chapter in a satisfactory manner in accordance with the plans as approved by the city engineer, and within a period specified by the city commission, such a period not to exceed two (2) years. No such bond, **letter of credit,** or check shall be accepted unless it be enforceable by or payable to the city in a sum at least equal to the cost of constructing the improvements as estimated by the city engineer and in form with surety and conditions approved by the city attorney. The subdivider shall have the election of providing an escrow account acceptable to the city attorney of an amount to be determined by the city engineer and such conditions for disbursement based upon completion of improvements, if required

under the escrow agreement, with all costs of the escrow to be borne by the subdivider. The escrow account shall be with a local bank institution.

Upon completion of all work, the developer's engineer shall submit to the city engineer a certificate of completion stating that all work has been completed in its entirety, that it was constructed under his supervision and that it conforms to the development plan and these regulations. All releases from affected regulatory agencies shall also be submitted. The written certificate of completion shall be expressed in the following form:

CERTIFICATION

I hereby certify that all of the project improvements required by the City Commission and in accordance with the provisions of Chapter 18, Fort Pierce Code of Ordinances, have been completed on _____(Project Name)_____and that I have inspected the construction incrementally in accordance with the requirements of the City of Fort Pierce for public works construction. These improvements conform to the development plans with the following deviations (if any): These deviations will not result in functional or structural problems, other than routine maintenance based on my evaluation and professional opinion.

Certified by: _____
Florida Professional Engineer No. _____

Upon conformation from the city engineer that all improvements are acceptably completed, the city commission shall act on "conditionally accepting" the findings of completion. Acceptance of the improvements shall be conditioned on a one-year and thirty-day period during which time the developer shall maintain all improvements and correct all deficiencies that occur. If the city commission "conditionally accepts" the improvements, the developer shall provide security in the amount of fifteen (15) per cent of the cost of the improvements. At the end of the one-year and thirty-day period, the city engineer shall report to the city commission on the status of the improvements. If the improvements are satisfactory, the city commission will accept the maintenance of the facilities and the developer will be entitled to the remaining balance of the security amount, if any.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance 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 Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of

Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-____ was duly advertised by title only in the St. Lucie News Tribune on Saturday, January 6th, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January 16th, 2018; and was duly introduced, read by title only, and passed on second and final reading February, 5th 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of February, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, P.E, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: Text Amendment – Chapter 18-12(a)(2)(b) & 18-13
Ordinance 18-003

DATE: January 4, 2017

STAFF REPORT

Requested Action: Approval of Ordinance 18-003

Staff Analysis:

This text amendment is a staff initiated proposal to amend City Code Sections 18-12(a)(2)(b), Required Improvements & 18-13, Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

The reason for staffs proposal is to enable the city to accept a letter of credit to secure estimated costs of imporvements for developemnts. The past City Attorney accepted letters of credit from developers. With that said the language in our City Code only allows for the current acceptance of cash and or surety bonds to secure estimated costs of imporvements for developemnts. This proposed text amaendment would allow the city to accept letters of credit, cash, and or surety bonds for the estimated costs of imporvements for developemnt.

Technical Review Committee:

At the December 21st TRC meeting all participating departments reviewed the proposal and no comments were given.

Staff Recommendation:

Staff recommends that the City Commission review Ordinance 18-003 and approve the proposed amendments by staff.

City Commission Regular Meeting **13.a.**

Meeting Date: 01/16/2018

Re: Resolution Number 18-R02 initiating the ISBA Interlocal Agreement process

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Resolution 18-R02 initiating the ISBA Interlocal Agreement process with St. Lucie County.

SUMMARY:

As discussed at previous meetings, the Interlocal Service Boundary Agreement (ISBA) is a process for municipalities to annex lands. It differs from individual, single lot voluntary annexations in that the ISBA process seeks to define an area, and then through a negotiated agreement between the County and the City - identifies municipal services provided and how each is transitioned. Because of that, the process is one that is tailored to address specific areas and needs and each agreement is unique to that area.

This Resolution, is approved, will be transmitted to the County. From there, the County will need to respond an either agree with initiating the ISBA process or rejecting it. From there, each department will work to identify the steps to transition the services from the County to the City. By simply approving this Resolution, the area itself is not annexed, it simply starts the ISBA process officially. Sample documents from Volusia County are included in the backup package.

RECOMMENDATION:

Staff recommends approval, and authorizing the City Manager to transmit the signed document to St. Lucie County.

ALTERNATIVES:

Identify any revisions to be made; or
Do not approve the document

RESPONSIBLE STAFF:

Rebecca Grohall, AICP

COORDINATED WITH:

Nicholas Mimms, City Manager
All Department Heads
Brandon Creagan, Planner

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

OTHER INFORMATION:

Based on a combined assessed value of $2,096,998, at 6.9 mills the current taxable value to the city is $14,469.00 annually.

Attachments

Resolution 18-R02

Map

Parcels to be included in Target Area 1

Overview Map of Targeted Annexation Zones

Example of ISBA from Volusia County

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	01/03/2018 10:32 AM
City Manager	Nick Mimms	01/10/2018 08:37 AM
Form Started By: Rebecca Grohall		Started On: 12/18/2017 02:14 PM
Final Approval Date: 01/10/2018		

RESOLUTION NO. 18-R02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act" (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated St. Lucie County; and

WHEREAS, the boundary area as shown in Exhibit "A" is generally surrounded on the north, south and west by unincorporated portions of St. Lucie County; and

WHEREAS, the City of Fort Pierce pursuant to this interlocal service boundary agreement with the County of St. Lucie wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by the established Fort Pierce

Utility Service Area as adopted in the three party agreement contains lands that serve a substantially important economic development interest to the residents of St. Lucie County and the City of Fort Pierce and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Commission of the City of Fort Pierce to initiate discussions with St. Lucie County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit "A" to address the above-referenced concerns.

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

Section 1. That the City of Fort Pierce hereby invites St. Lucie County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit "A".

Section 2. That the City of Fort Pierce hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes.

B. The establishment of municipal services areas, as defined in Sec. 171.202(11)(a), F.S. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit "A".

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas a as shown in Exhibit "A". These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 16th day of January, 2018.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

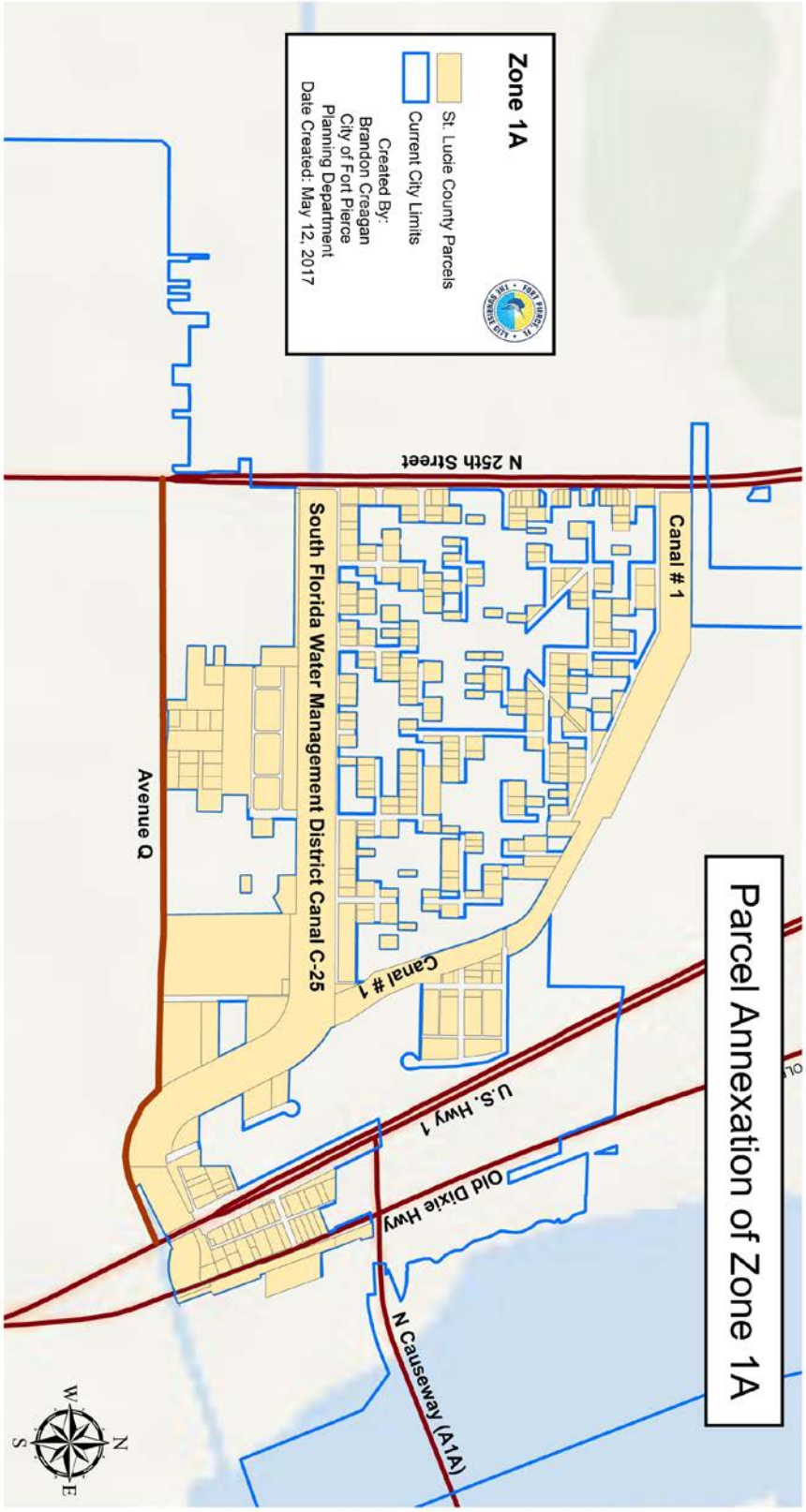
_____
Linda W. Cox
City Clerk

(City Seal)

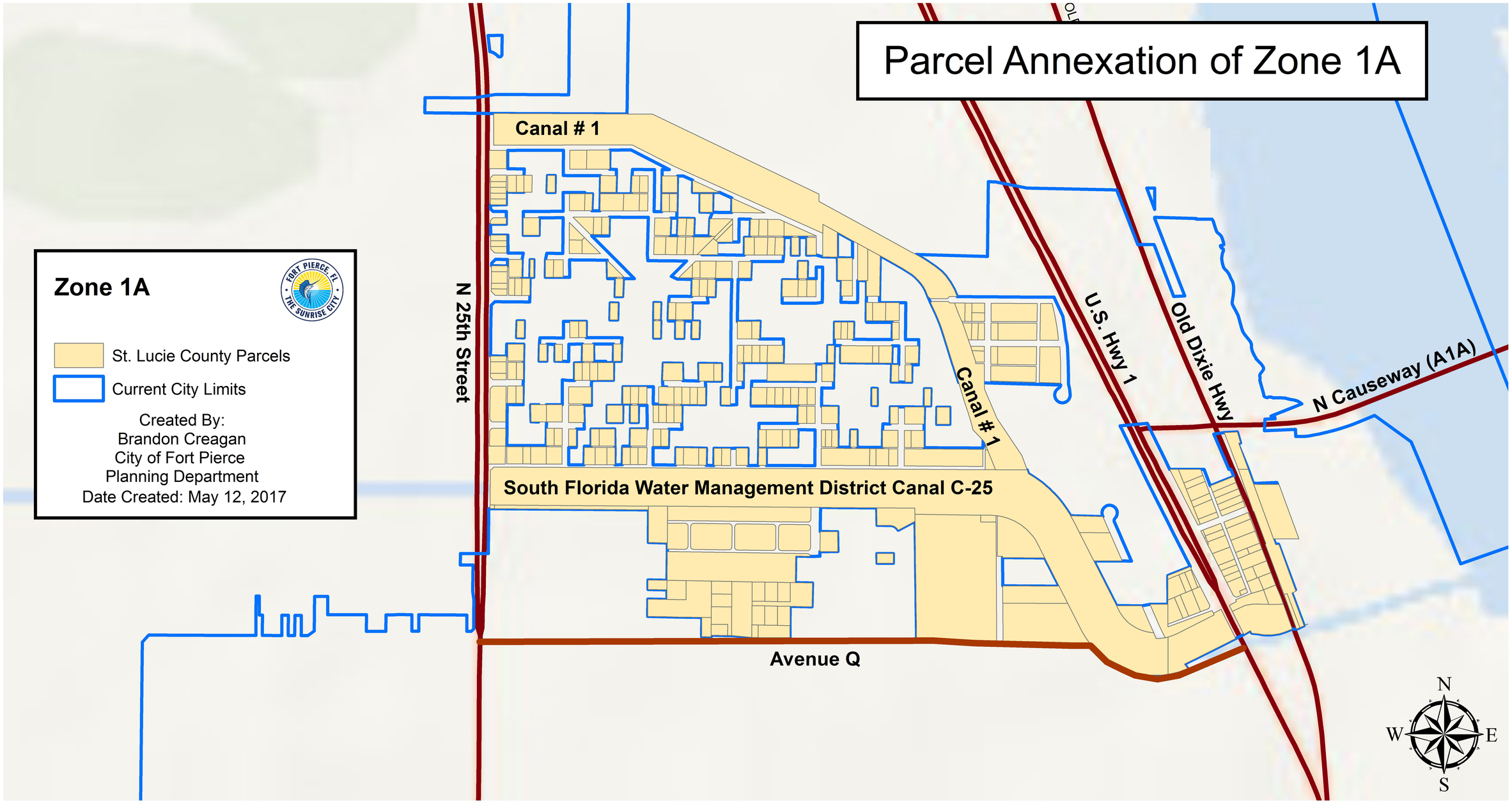
APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer
City Attorney

Exhibit A – Proposed Area for Annexation through ISBA



Parcel Annexation of Zone 1A



Annexation of Zone 1A								
#	Parcel #	Property Owner	Address	Acreage	Zoning	Property Value	Estimated Population	Legal Address
1	1433-801-0150-000-8	Valerie R Hanner	1301 JUANITA AVE	0.19	CG	$0		PARADISE PARK ADDN BLK 8 LOTS 1 AND 2-LESS S 55 FT- (OR 669-2236; 2593-2820)
2	1433-801-0151-000-5	Terri Ann Yu	2217 N 13th ST	0.13	CG	$17,600		PARADISE PARK ADDN BLK 8 S 55 FTOF LOTS 1 AND 2 (OR 3122-206: 3527-1916)
3	1433-802-0012-000-2	Helen A Buchko	2216 N 13th ST	0.19	CG	$0		FIESTA HILL BLK 1 LOT 12 (OR 306-1009)
4	1433-801-0165-000-6	Keith F Liken	VALENCIA AVE	0.15	CG	$6,800		PARADISE PARK ADDN BLK 8 LOT 16 (OR 1212-2805: 1230-1181)
5	1433-801-0164-000-9	Keith F Liken	VALENCIA AVE	0.15	CG	$6,800		PARADISE PARK ADDN BLK 8 LOT 15 (OR 1212-2805: 1230-1181)
6	1433-801-0163-000-2	Rhonda Verduyn	1304 VALENCIA AVE	0.1	CG	$6,800		PARADISE PARK ADDN BLK 8 LOT 14-LESS PERMANENT ESMT FOR CANALR/W- (OR 351-1882: 1213-2407: 1684-1968
7	1433-801-0134-000-0	Andrew Stanish	1301 VALENCIA AVE	0.1	CG	$36,190		PARADISE PARK ADDN BLK 7 LOT 1-LESS PERMANENT ESMT FOR CANAL R/W- (OR 2574-1485; 3929-1254)
8	1433-801-0135-000-7	Andrew Stanish	N 13th ST	0.15	CG	$6,700		PARADISE PARK ADDN BLK 7 LOT 2 ANDN 1/2 VAC ALLEY ADJ ON S-LESS PERMANENT ESMT FOR CANAL R/W-(OR 257
9	1433-802-0001-000-2	SIA Properties Inc	N 13th ST	2.85	CG	$111,800		FIESTA HILL BLK 1 LOTS 1 TO 11 INCL AND 13 TO 17 INCL (OR 1704-953)
10	1433-802-0027-000-0	Chua Investment Inc	N 13th ST	3.11	CG	$122,100		FIESTA HILL BLK 2 LOTS 1 TO 10 INCL AND 12 TO 17 INCL (OR 1704-944)
11	1433-802-0028-000-7	Lon Parsons (TR)	2206 N 13th ST	0.19	CG	$23,700		FIESTA HILL BLK 2 LOT 11 (OR 3828-677)
12	1433-801-0152-000-2	Keith F Liken	JUANITA AVE	0.15	CG	$6,700		PARADISE PARK ADDN BLK 8 LOT 3 (OR 3852-2058 2060)
13	1433-801-0153-000-9	Keith F Liken	1345 JUANITA AVE	0.17	RS-4	$34,000	2.6	PARADISE PARK ADDN BLK 8 LOT 4-LESS PERMANENT EASEMENT FOR CANAL R/W- (OR 3852-2031)
14	1433-431-0000-010-0	FPFWCD	JUANITA AVE	0	ROW	$0		33 34 40 BEG AT PT ON N LI OF L 4 B 8 PARADISE PK ADDN SD BEING 224.37 FT W OF NE COR OF LOT 1 BLK
15	1433-701-0017-000-7	George W Wilson Jr	MATANZAS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 2 LOT 7 (OR 206-935)
16	1433-701-0016-000-0	George Wilson	MATANZAS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 2 LOT 6 (OR 546-1597)
17	1433-701-0008-000-1	State Of Florida Dot	TBD	0.29	RS-4	$0	2.6	PARADISE PARK BLK 1 LOTS 8 9 AND 10 (OR 978-1303: 1085-1192)
18	1433-701-0018-000-4	George W Wilson Jr	TBD	0.14	RS-4	$1,540	2.6	PARADISE PARK BLK 2 LOT 8-LESS R/W AS IN OR 978-1303- (OR 1522-388)
19	1433-701-0019-000-1	Alexis Torres	2406 N 25th ST	0.13	RS-4	$20,300	2.6	PARADISE PARK BLK 2 LOT 9-LESS R/W AS IN OR 978-1303- (OR 2857-2351)
20	1433-701-0020-000-1	Alexis Torres	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 2 LOT 10-LESS R/W AS IN OR 978-1303- (OR 2685-62)
21	1433-701-0021-000-8	Alexis Torres	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 2 LOT 11-LESS R/W AS IN OR 978-1303- (OR 2685-62)
22	1433-701-0022-000-5	Alexis Torres	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 2 LOT 12-LESS R/W AS IN OR 978-1303- (OR 2685-62)
23	1433-701-0012-000-2	Virginia Ellison	MATANZAS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 2 LOT 2 (OR 221-1202)
24	1433-701-0290-000-4	Roosevelt Nelson (TR)	Woodward DR	0.4	RS-4	$3,850	2.6	PARADISE PARK BLK 17 LOTS 9 AND 10(OR 273-1464; 3028-172; 3107-1800)
25	1433-701-0286-000-3	Roosevelt Nelson (TR)	N 45th ST	0.8	RS-4	$7,810	2.6	PARADISE PARK BLK 17 LOTS 5, 6, 7 AND 8 (OR 3028-164; 3107-1799)
26	1433-701-0266-000-7	Gikalo Major	2113 MATANZAS AVE	0.37	RS-4	$63,382	2.6	PARADISE PARK BLK 16 LOTS 5 AND 6 (OR 1864-2278: 2146-1648)
27	1433-701-0263-000-6	Edna Benjamin	MATANZAS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 16 LOT 2
28	1433-701-0262-000-9	Edna Benjamin Anderson	MATANZAS AVE	0.24	RS-4	$2,530	2.6	PARADISE PARK BLK 16 LOT 1 (OR 262-1214)
29	1433-701-0295-000-9	Wallace Haynes Jr	MATANZAS AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 18 LOTS 4 AND 5
30	1433-701-0292-000-8	St Lucie County	TBD	0.3	RS-4	$0	2.6	PARADISE PARK BLK 18 LOT 1 (OR 2849-118)
31	1433-701-0308-000-4	Morris Dembin	SAN MARCOS AVE	0.43	RS-4	$2,420	2.6	PARADISE PARK BLK 18 LOT 17
32	1433-701-0303-000-9	James M Young Jr	SAN MARCOS AVE	0.31	RS-4	$3,190	2.6	PARADISE PARK BLK 18 LOT 13 AND W 40 FT OF LOT 14 (OR 271-1639)
33	1433-701-0300-000-8	Willie Works	1916 SAN MARCOS AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 18 LOT 9 (OR 1230-101)
34	1433-701-0299-000-7	Carr Investment Properties Inc (TR)	2008 SAN MARCOS AVE	0.19	RS-4	$22,300	2.6	PARADISE PARK BLK 18 LOT 8 (OR 3796-1629)
35	1433-701-0281-000-8	Walter L Mills	SAN MARCOS AVE	0.24	RS-4	$2,420	2.6	PARADISE PARK BLK 16 LOT 20 (OR 1361-2079)
36	1433-701-0279-000-1	Walter L Mills	SAN MARCOS AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 16 LOTS 18 AND 19 (OR 1361-2079)
37	1433-701-0276-000-0	Leo Robinson	SAN MARCOS AVE	0.56	RS-4	$5,610	2.6	PARADISE PARK BLK 16 LOTS 15 16 AND 17 (OR 230-1853)
38	1433-701-0274-000-6	St Lucie County	SAN MARCOS AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 16 LOT 13 (OR 2768-2603)
39	1433-701-0272-000-2	Elizabeth Hamilton	SAN MARCOS AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 16 LOTS 11 AND 12 (OR 229-488)
40	1433-701-0038-000-0	Fannie M Carr	N 25th ST	0.14	RS-4	$1,540	2.6	PARADISE PARK BLK 3 LOT 8-LESS R/W AS IN OR 978-1303- (OR 1008-2510)
41	1433-701-0041-000-4	Waymon Gandy	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 3 LOT 11-LESS R/W AS IN OR 978-1303- (OR 663-905)

Annexation of Zone 1A								
#	Parcel #	Property Owner	Address	Acreage	Zoning	Property Value	Estimated Population	Legal Address
42	1433-701-0042-000-1	Waymon Gandy	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 3 LOT 12-LESS R/W AS IN OR 978-1303- (OR 663-907)
43	1433-701-0043-000-8	James McClam	AVIENDA AVE	0.13	RS-4	$1,540	2.6	PARADISE PARK BLK 3 LOT 13-LESS R/W AS IN OR 978-1303- (OR 2086-1629)
44	1433-701-0034-000-2	Ronald A Jones	SAN MARCOS AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 3 LOTS 4 AND 5 (OR 466-2094)
45	1433-701-0245-000-4	Vinson T McCarty Sr	2306 N 23rd ST	0.22	RS-4	$33,600	2.6	PARADISE PARK BLK 14 LOT 1 (OR 842-2798)
46	1433-701-0247-000-8	St Lucie County	W 21st CT	0.29	RS-4	$0	2.6	PARADISE PARK BLK 14 LOT 3 (OR 2860-802)
47	1433-701-0246-000-1	St Lucie County	N 23rd ST	0.23	RS-4	$0	2.6	PARADISE PARK BLK 14 LOT 2 (OR 2812-2630)
48	1433-701-0253-000-3	Pandora Rolle	SAN MARCOS AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 15 LOT 6 (OR 3706-1997)
49	1433-701-0254-000-0	Scott Groves Inc	SAN MARCOS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 15 LOT 7 (OR 667-1635)
50	1433-701-0255-000-7	St Lucie County	TBD	0.33	RS-4	$0	2.6	PARADISE PARK BLK 15 LOT 8 (OR 2798-547)
51	1433-701-0313-000-2	Nicholas Sacco	SAN MARCOS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 19 LOT 5 (OR 2485-2306)
52	1433-701-0312-000-5	Zion Hope Miss Baptist Ch Inc	SAN MARCOS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 19 LOT 4 (OR 875-2414)
53	1433-701-0319-000-4	Joseph L Scott	AVIENDA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 19 LOT 12 (OR 942-1876)
54	1433-701-0317-000-0	James Powell	2008 AVIENDA AVE	0.28	RS-4	$54,120	2.6	PARADISE PARK BLK 19 LOT 9 AND W 1/2 OF LOT 10 (OR 906-1674; 3669-804)
55	1433-701-0315-000-6	Willie Byrd Jr	2007 SAN MARCOS AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 19 LOTS 7 AND 8 (OR 1475-1718)
56	1433-701-0318-000-7	Courtney Gallimore	2004 AVIENDA AVE	0.28	RS-4	$39,700	2.6	PARADISE PARK BLK 19 E 1/2 OF LOT 10 AND ALL LOT 11 (OR 3732-339)
57	1433-701-0320-000-4	Marie Bernadine	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 19 LOT 13 (OR 2431-440)
58	1433-701-0322-000-8	Alvin Phillips (TR)	2002 AVIENDA AVE	0.28	RS-4	$99,220	2.6	PARADISE PARK BLK 20 LOT 2 AND SE 1/2 OF VAC ALLEY PER OR 962-2233 (0.28 AC - 12 024 SF) (OR 218-125
59	1433-701-0320-010-7	Troy Grant	AVIENDA AVE	0.31		$1,540	2.6	PARADISE PARK BLK 19 LOT 14 AND SW 1/2 OF VAC ALLEY PER OR 962-2333 (0.31 AC - 13 622 SF) (OR 1952
60	1433-701-0309-000-1	Charles E Carswell	SAN MARCOS AVE	0.36	RS-4	$2,970	2.6	PARADISE PARK BLK 19 LOT 1 AND NW 1/2 OF VAC ALLEY PER OR 962-2233 (0.36 AC - 15 711 SF) (OR 920-451
61	1433-701-0321-000-1	Meinardo Galarza	2305 N 19th ST	0.26	RS-4	$90,300	2.6	PARADISE PARK BLK 20 LOT 1 (0.26 AC - 11 318 SF) (OR 3758-2704)
62	1433-701-0321-010-4	Bernita A Johnson	N 19th ST	0.09	RS-4	$880	2.6	NE 1/2 OF VAC ALLEY PER OR 962-2233 (0.09 AC - 3 976 SF) (OR 738-1690: 1395-1362)
63	1433-701-0519-000-6	Keron Belgraves	1701 Woodward DR	0.42	RS-4	$73,700	2.6	PARADISE PARK BLK 31 LOT 1 (OR 3933-2051)
64	1433-701-0522-000-0	US Treasury	SAN MARCOS AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 31 LOT 5 (OR 3491-1336)
65	1433-701-0521-000-3	St Lucie County	SAN MARCOS AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 31 LOT 4 (OR 3238-217)
66	1433-701-0520-000-6	St Lucie County	SAN MARCOS AVE	0.35	RS-4	$0	2.6	PARADISE PARK BLK 31 LOTS 2 AND 3 (OR 3238-217)
67	1433-701-0534-000-7	Benjamin Mitchell Jr	AVIENDA AVE	0.24	RS-4	$2,420	2.6	PARADISE PARK BLK 31 LOT 17
68	1433-701-0532-000-3	Henry L Kurz	AVIENDA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 31 LOT 15
69	1433-701-0530-000-9	St Lucie County	AVIENDA AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 31 LOT 13 (OR 2793-1604)
70	1433-701-0529-000-9	Harriet Jenkins	AVIENDA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 31 LOT 12 (OR 2081-1503)
71	1433-701-0528-000-2	Rossie Jenkins (Est)	1804 AVIENDA AVE	0.28	RS-4	$32,791	2.6	PARADISE PARK BLK 31 E 1/2 LOT 10 AND ALL LOT 11 (OR 192-952: 271-1146)
72	1433-701-0526-000-8	Joan M Blocker	1808 AVIENDA AVE	0.28	RS-4	$25,100	2.6	PARADISE PARK BLK 31 LOT 9 AND W 1/2 LOT 10 (OR 384-377)
73	1433-420-0005-000-8	Betty J Ballard	2500 N 17th ST	0.59	RS-4	$25,000	2.6	33 34 40 FROM A PT 25 FT N AND 25 FT E OF SW COR OF NW 1/4 OF SE 1/4 RUN N ALG E LI OF 17 ST 300 FT FOR POB,TH CONT N 262 FT M/L TO S BANK OF TAYLOR CREEK,TH S 58 04 42 E 141.52 FT,TH S // WITH S 17 ST 186.32 FT,TH W 120 FT TO POB (OR 876-1448: 2806-825)
74	1433-420-0013-000-7	Douglas Mitchell	2304 N 16th ST	0.47	RS-4	$80,100	2.6	33 34 40 FROM A PT 25 FT N AND 25 FT E OF SW COR OF NW 1/4 OF SE 1/4 RUN E 282.09 FT TH N 120 FT FO
75	1433-420-0015-000-1	Scott Kinghorn	1506 JUANITA AVE	0.73	RS-4	$59,220	2.6	33 34 40 FROM A PT 25 FT N AND 25 FT E OF SW COR OF NW 1/4 OF SE 1/4 RUN E 347.09 FT FOR POB TH N12
76	1433-420-0010-000-6	Archie Nixon	N 16th ST	0.5	RS-4	$5,900	2.6	33 34 40 FROM A PT 25 FT N AND 25 FT E OF SW COR OF NW 1/4 OF SE 1/4 RUN E 240 FT TH N 120 FT FORPO
77	1433-420-0011-000-3	Willy J Williams Sr	TBD	0.25	RS-4	$3,000	2.6	33 34 40 FROM PT 25 FT N AND 25 FTE OF SW COR OF NW 1/4 OF SE 1/4 RUN E 150 FT TO POB TH CONT E 90F

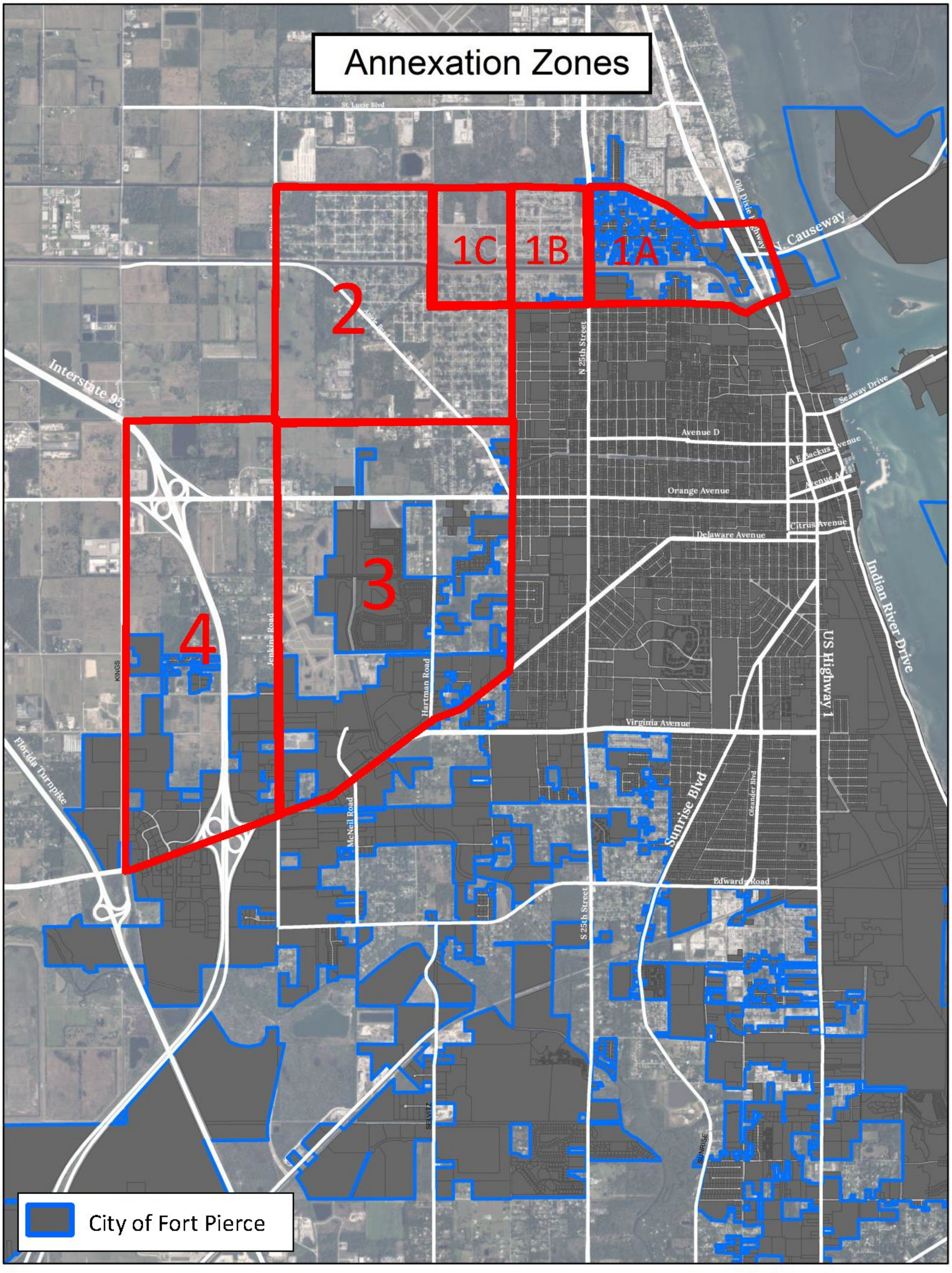
Annexation of Zone 1A								
#	Parcel #	Property Owner	Address	Acreage	Zoning	Property Value	Estimated Population	Legal Address
78	1433-701-0500-000-0	Arthur R Miller	AVIENDA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 30 LOT 2
79	1433-701-0515-000-8	Sandra L Jenkins	1706 JUANITA AVE	0.37	RS-4	$25,000	2.6	PARADISE PARK BLK 30 LOTS 17 AND 18 (OR 750-2795)
80	1433-701-0517-000-2	Juanita Family Trust	1702 JUANITA AVE	0.19	RS-4	$25,800	2.6	PARADISE PARK BLK 30 LOT 19 (OR 3431-1344: 3688-618)
81	1433-701-0518-000-9	James H Sullivan	2303 N 17th ST	0.23	RS-4	$41,300	2.6	PARADISE PARK BLK 30 LOT 20 (OR 225-1974)
82	1433-701-0507-000-9	Loretta Richardson	1805 N 19th ST	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 30 LOTS 9 AND 10 (OR 2204-968; 3479-401)
83	1433-801-0005-000-7	St Lucie County	JUANITA AVE	0.16	RS-4	$0	2.6	PARADISE PARK ADDN BLK 1 LOT 5 (OR 2768-2602)
84	1433-801-0003-000-3	St Lucie County	JUANITA AVE	0.33	RS-4	$0	2.6	PARADISE PARK ADDN BLK 1 LOTS 3 AND 4 (OR 2812-2631)
85	1433-801-0001-000-9	St Lucie County	2401 N 15th ST	0.36	RS-4	$0	2.6	PARADISE PARK ADDN BLK 1 LOTS 1 AND 2 (OR 2801-2030)
86	1433-801-0024-000-6	St Lucie County	TBD	0.18	RS-4	$0	2.6	PARADISE PARK ADDN BLK 1 LOT 24 (OR 2801-2030)
87	1433-801-0017-000-4	Zaidis Alvarez	1600 VALENCIA AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 1 LOT 17 (OR-DB 174-245: 2584-662: 2951-2380: 2958-1729)
88	1433-801-0016-000-7	Brian O Smith	VALENCIA AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 1 LOT 16 (OR 216-649: 1192-47: 1509-750)
89	1433-801-0015-000-0	Orene S King	VALENCIA AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 1 LOT 15 (OR 914-2608)
90	1433-701-0491-000-3	Archie L Nixon	Juanita	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 29 LOT 13 (OR 3883-1655)
91	1433-701-0489-000-6	James A Edwards	1900 Valencia Ave	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 29 LOTS 11 AND 12 (OR 2530-2569)
92	1433-701-0465-000-2	SSDB LLC	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 28 LOT 7 (OR 2733-470)
93	1433-701-0466-000-9	Thomas A Kruger	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 28 LOT 8 (0717-1620)
94	1433-701-0467-000-6	Denise Kalland	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 28 LOT 9 (OR 1832-2929 ; 1915-1107)
95	1433-701-0468-000-3	Margarita D Chess	1809 VALENCIA AVE	0.19	RS-4	$36,600	2.6	PARADISE PARK BLK 28 LOT 10 (OR 3431-2408)
96	1433-701-0469-000-0	Adam Lucchesi	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 28 LOT 11
97	1433-801-0035-000-6	Collage Park Apts LLC	1609 VALENCIA AVE	0.15	RS-4	$20,600	2.6	PARADISE PARK ADDN BLK 2 LOT 11 (OR 3719-762)
98	1433-801-0029-000-1	Doris Wright I	VALENCIA AVE	0.77	RS-4	$7,810	2.6	PARADISE PARK ADDN BLK 2 LOTS 5 6, 7, 8, AND 9 (OR 1206-1812)
99	1433-801-0028-000-4	Doris Wright I	VALENCIA AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 2 LOT 4 (OR 1206-1806)
100	1433-801-0026-000-0	Ray E Williams	VALENCIA AVE	0.31	RS-4	$3,190	2.6	PARADISE PARK ADDN BLK 2 LOTS 2 AND 3 (OR 203-2601 : 1356-53)
101	1433-801-0047-000-3	St Lucie County	TBD	0.18	RS-4	$0	2.6	PARADISE PARK ADDN BLK 2 LOT 24 (OR 2801-2030)
102	1433-801-0143-000-6	St Lucie County	TBD	0.15	RS-4	$0	2.6	PARADISE PARK ADDN BLK 7 LOT 10 (OR 2768-2600)
103	1433-801-0141-000-2	Fred W Holmes Jr	VALENCIA AVE	0.31	RS-4	$3,190	2.6	PARADISE PARK ADDN BLK 7 LOTS 8 AND 9
104	1433-801-0037-000-0	Pearl M Ingram	SAN DIEGO AV	0.31	RS-4	$3,190	2.6	PARADISE PARK ADDN BLK 2 LOTS 13 AND 14 (OR 774-2799: 1889-1009; 3383-2404)
105	1433-701-0439-000-1	Leinitia V Williams	TBD	0.22	RS-4	$2,310	2.6	PARADISE PARK BLK 27 LOT 1 (OR 2493-1562)
106	1433-701-0440-000-1	St Lucie County	SAN DIEGO AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 27 LOT 2 (DB 144-15) (OR 1813-1184)
107	1433-701-0441-000-8	Ida Blake	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 27 LOT 3
108	1433-701-0442-000-5	St Lucie County	SAN DIEGO AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 27 LOT 4 (OR 2783-1491)
109	1433-701-0443-000-2	Mario Lisboa	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 27 LOT 5 (OR 2228-344)
110	1433-701-0444-000-9	Dudley C Crooks	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 27 LOT 6 (OR 1905-578: 3242-825)
111	1433-701-0445-000-6	Sammy Berry Jr	SAN DIEGO AVE	0.37	RS-4	$4,900	2.6	PARADISE PARK BLK 27 LOTS 7 AND 8 (OR 316-1991; 3721-188)
112	1433-801-0051-000-4	Linda Adams	SAN DIEGO AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 3 LOT 4 (OR 1112-1037: 3171-907; 3600-533)
113	1433-801-0121-000-6	Ronald E Davis Jr	SAN DIEGO AVE	0.16	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 6 LOT 6 (OR 2375-390)
114	1433-801-0129-000-2	Genival Lopes Penha	BARCELONA AVE	0.31	RS-4	$3,190	2.6	PARADISE PARK ADDN BLK 6 LOTS 15AND 16 (OR 3891-2799)
115	1433-801-0125-000-4	Donna Ferguson	Barcelona AVE	0.46	RS-4	$4,730	2.6	PARADISE PARK ADDN BLK 6 LOTS 10, 11 AND 12 (OR 1002-720)
116	1433-801-0071-000-0	St Lucie County	TBD	0.18	RS-4	$0	2.6	PARADISE PARK ADDN BLK 3 LOT 24 (OR 2801-2030)
117	1433-801-0060-000-0	Curley Burch	1610 BARCELONA AVE	0.46	RS-4	$48,289	2.6	PARADISE PARK ADDN BLK 3 LOTS 13, 14 AND 15
118	1433-701-0458-000-0	Mbadike S Owhochukwu	BARCELONA AVE	0.22	RS-4	$2,310	2.6	PARADISE PARK BLK 27 LOT 20 (OR 3184-816)
119	1433-701-0457-000-3	St Lucie County	BARCELONA AVE	0.19	RS-4	$0	2.6	PARADISE PARK BLK 27 LOT 19 (OR 2798-547)
120	1433-701-0421-000-2	Verdell Johnson	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 26 LOT 3 (OR 451-1235)
121	1433-701-0422-000-9	Joe L Jones	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 26 LOT 4 (OR 2047-1794)
122	1433-701-0423-000-6	Nathaniel C Adderly	BARCELONA AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 26 LOTS 5 AND 6

Annexation of Zone 1A								
#	Parcel #	Property Owner	Address	Acreage	Zoning	Property Value	Estimated Population	Legal Address
123	1433-701-0425-000-0	Axum Properties Inc (TR)	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 26 LOT 7 (OR 2817-707)
124	1433-701-0432-000-2	Kenneth Parker	ROSARITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 26 LOT 14 (OR 2402-583; 2452-81)
125	1433-701-0429-000-8	Nellie L McPhee	ROSARITA AVE	0.31	RS-4	$3,190	2.6	PARADISE PARK BLK 26 LOT 11 AND LOT 12-LESS E 20 FT- (OR 1127-798)
126	1433-801-0083-000-7	Robert H Anderson	BARCELONA AVE	0.15	RS-4	$2,000	2.6	PARADISE PARK ADDN BLK 4 LOT 12 (OR 3586-752: 3616-1158: 3734-2066)
127	1433-801-0082-000-0	Mandy S McMahan	1611 BARCELONA AVE	0.15	RS-4	$23,200	2.6	PARADISE PARK ADDN BLK 4 LOT 11 (OR 3691-1501)
128	1433-801-0081-000-3	Valerie B Brant	1609 BARCELONA AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 4 LOT 10 (OR 650-1518)
129	1433-801-0078-000-9	Bright Enterprize Inc	BARCELONA AVE	0.15	RS-4	$1,540	2.6	PARADISE PARK ADDN BLK 4 LOT 7 (OR 778-1175)
130	1433-801-0105-000-8	St Lucie County	TBD	0.15	RS-4	$0	2.6	PARADISE PARK ADDN BLK 5 LOT 12 (OR 2888-1199)
131	1433-801-0091-000-6	St Lucie County	ROSARITA AVE	0.15	RS-4	$0	2.6	PARADISE PARK ADDN BLK 4 LOT 21 (OR 2694-557)
132	1433-801-0094-000-7	St Lucie County	TBD	0.18	RS-4	$0	2.6	PARADISE PARK ADDN BLK 4 LOT 24 (OR 2523-1406)
133	1433-801-0106-000-5	St Lucie County	TBD	1.86	RS-4	$0	2.6	PARADISE PARK ADDN BLK 5 LOTS 13TO 24 INCL (OR 2679-1600)
134	1433-801-0084-000-4	St Lucie County	TBD	1.82	RS-4	$0	2.6	PARADISE PARK ADDN BLK 4 LOTS 13 14, 15, 16, 17, 18, 19, 20, 22 AND 23 (OR 2490-2196)
135	1433-801-0103-000-4	St Lucie County	BARCELONA AVE	0.31	RS-4	$0	2.6	PARADISE PARK ADDN BLK 5 LOTS 10 AND 11 (OR 2860-908)
136	1433-801-0072-000-7	St Lucie County	TBD	0.34	RS-4	$0	2.6	PARADISE PARK ADDN BLK 4 LOTS 1 AND 2 (OR 2922-1401)
137	1433-440-0007-010-7	Ronald E Wright	ROSARITA AVE	0.23	RS-4	$1,000	2.6	33 34 40 THAT PART OF S 1/4 OF S1/2 OF SE 1/4 OF SE 1/4 LYG W OFFPFDD CANAL #1 (OR 570-2177; 3953-22
138	1433-701-0056-000-2	Bertha Jones (EST)	2405 AVIENDA AVE	0.37	RS-4	$24,200	2.6	PARADISE PARK BLK 4 LOTS 6 AND 7 (OR 241-934)
139	1433-701-0066-000-5	Mary J Gloster (TR)	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 4 LOT 16 (OR 403-2556: 3215-929)
140	1433-701-0065-000-8	Mary J Gloster (TR)	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 4 LOT 15 (OR 403-2556: 3215-939)
141	1433-701-0064-000-1	SSDB LLC	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 4 LOT 14 (OR 2733-468)
142	1433-701-0059-000-3	Michael Crystal	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 4 LOT 9-LESS R/W AS IN OR 978-1303- (OR 218-310)
143	1433-701-0060-000-3	Joanne Ruggiero	2470 N 25th ST	0.26	RS-4	$20,700	2.6	PARADISE PARK BLK 4 LOTS 10 AND 11-LESS R/W AS IN OR 978-1303- (OR 3589-1685: 3617-1007)
144	1433-701-0062-000-7	Jacquelyn D Parker	N 25th ST	0.13	RS-4	$1,800	2.6	PARADISE PARK BLK 4 LOT 12-LESS R/W AS IN OR 978-1303- (OR 3749-657)
145	1433-701-0063-000-4	Jacquelyn D Parker	JUANITA AVE	0.13	RS-4	$2,000	2.6	PARADISE PARK BLK 4 LOT 13-LESS R/W AS IN OR 978-1303- (OR 3749-657)
146	1433-701-0054-000-8	Barbara Lightner	AVIENDA AVE	0.09	RS-4	$990	2.6	PARADISE PARK BLK 4 W 1/2 OF LOT4 (OR 1375-2275)
147	1433-701-0052-000-4	Denzil Irving	AVIENDA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 4 LOT 2 (OR 3657-928)
148	1433-701-0051-000-7	Denzil Irving	AVIENDA AVE	0.22	RS-4	$2,200	2.6	PARADISE PARK BLK 4 LOT 1 (OR 1516-657)
149	1433-701-0231-000-3	Gladys Hatcher	W 21st CT	0.25	RS-4	$2,310	2.6	PARADISE PARK BLK 13 LOT 1 (OR 688-646)
150	1433-701-0243-000-0	Gladys Hatcher	2102 JUANITA AVE	0.19	RS-4	$39,400	2.6	PARADISE PARK BLK 13 LOT 13 (OR 277-2012)
151	1433-701-0324-000-2	Leroy Lewis	2213 N 19th ST	0.4	RS-4	$46,867	2.6	PARADISE PARK BLK 21 LOTS 1 AND 2 (OR 653-1019; 2135-2410)
152	1433-701-0326-000-6	Betty J Barnes Living Trust	2001 AVIENDA AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 21 LOTS 3 AND 4 (OR 653-1020: 1361-2874; 3476-870)
153	1433-701-0328-000-0	Usani E Phillips	2005 AVIENDA AVE	0.19	RS-4	$40,400	2.6	PARADISE PARK BLK 21 LOT 5 (OR 3620-562; 3672-2766)
154	1433-701-0329-000-7	Alma A Anglin	TBD	0.22	RS-4	$1,210	2.6	PARADISE PARK BLK 21 LOT 6 (OR 3556-941)
155	1433-701-0333-000-8	Domiana Alvino	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 21 LOT 10
156	1433-701-0334-000-5	Walter B Barron	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 21 LOT 11 (OR 521-306)
157	1433-701-0335-000-2	BCAG LLC	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 21 LOT 12 (OR 2976-1207; 3100-36: 3123-793 797)
158	1433-701-0214-000-8	George W Wilson Jr	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 12 LOT 5 (OR 397-1626, 1627, 1628)
159	1433-701-0348-000-6	George Woods	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 22 LOT 10 (OR 196-538)
160	1433-701-0345-000-5	Frank Lamagna Sr	JUANITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 22 LOT 8
161	1433-701-0343-000-1	Steven L Sheffield	JUANITA AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 22 LOTS 6 AND 7 (OR 2791-2343)
162	1433-701-0085-000-4	Ionis M Jefferson-Swoope	2402 VALENCIA AVE	0.19	RS-4	$19,405	2.6	PARADISE PARK BLK 5 LOT 15 (OR 920-301)
163	1433-701-0220-000-3	G Keilier Baker-Dixon	N 23rd ST	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 12 LOT 11 (OR 243-346: 1072-2596)
164	1433-701-0221-000-0	G Keilier Baker-Dixon	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 12 LOT 12 (OR 1072-2596)
165	1433-701-0349-000-3	Jessye D Walker	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 22 LOT 11 (OR 3105-2063)
166	1433-701-0352-000-7	Melinda Rolle-Hart	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 22 LOT 14 (3255-2302)

Annexation of Zone 1A								
#	Parcel #	Property Owner	Address	Acreage	Zoning	Property Value	Estimated Population	Legal Address
167	1433-701-0354-000-1	Barbara Ingram (EST)	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 22 LOT 16 (OR 1170-358)
168	1433-701-0096-000-4	David Stubbs	VALENCIA AVE	0.37	RS-4	$1,870	2.6	PARADISE PARK BLK 6 LOTS 6 AND 7 (OR 479-1826; 3569-2878)
169	1433-701-0105-000-1	Fernando Munoz	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 6 LOT 15 (OR 3101-2320)
170	1433-701-0104-000-4	William E Love	2406 SAN DIEGO AVE	0.19	RS-4	$24,000	2.6	PARADISE PARK BLK 6 LOT 14 (OR 599-245)
171	1433-701-0100-000-6	Rudwan I Ahmed	N 25th ST	0.13	RS-4	$1,320	2.6	PARADISE PARK BLK 6 LOT 10-LESS R/W AS IN OR 978-1303- (OR 3680-62)
172	1433-701-0101-000-3	Roosevelt Nelson (TR)	N 45th ST	0.26	RS-4	$2,750	2.6	PARADISE PARK BLK 6 LOTS 11 AND 12-LESS R/W AS IN OR 978-1303- (OR 228-1176; 3028-173; 174; 3107-179
173	1433-701-0103-000-7	Roosevelt Nelson (TR)	N 45th ST	0.14	RS-4	$1,430	2.6	PARADISE PARK BLK 6 LOT 13-LESS R/W AS IN OR 978-1303- (OR 2932-1291; 3028-178; 3107-1797)
174	1433-701-0093-000-3	Dudley C Crooks	VALENCIA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 6 LOT 3 (OR 1919-2821: 3242-824)
175	1433-701-0091-000-9	Mary B Johnson	TBD	0.22	RS-4	$2,200	2.6	PARADISE PARK BLK 6 LOT 1 (OR 524-2159; 3961-2587)
176	1433-701-0197-000-2	Mary J Gloster (TR)	2207 VALENCIA AVE	0.28	RS-4	$0	2.6	PARADISE PARK BLK 11 W 1/2 LOT 7AND ALL LOT 8 (OR 403-2556: 3215-934)
177	1433-701-0204-000-5	Bennie Clark	SAN DIEGO AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 11 LOTS 15 AND 16
178	1433-701-0203-000-8	Dudley C Crooks	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 11 LOT 14 (OR 1938-2690: 3242-826)
179	1433-701-0202-000-1	Simeon J Popoff	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 11 LOT 13
180	1433-701-0201-000-4	Vernon M Dixon II	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 11 LOT 12 (OR 2469-1723)
181	1433-701-0371-000-6	Mildred L Beadle	2006 SAN DIEGO AV	0.46	RS-4	$30,465	2.6	PARADISE PARK BLK 23 E 1/2 LOT 12 AND ALL LOTS 13 AND 14 (OR 378-1132: 389-1258)
182	1433-701-0375-000-4	Vernon Slater	SAN DIEGO AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 23 LOTS 17 AND 18
183	1433-701-0377-000-8	Mary L Ellis	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 23 LOT 19 (OR 706-452: 846-2530)
184	1433-701-0116-000-1	Iris G Rimland	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 7 LOT 6
185	1433-701-0117-000-8	Denzil Irving	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 7 LOT 7 (OR 2744-2931)
186	1433-701-0118-000-5	State Of Florida Dot	TBD	0.8	RS-4	$0	2.6	PARADISE PARK BLK 7 LOTS 8 9,10, 11,12 AND 13 (OR 1236-1711, 1714: 1237-310: 1249-2294: 1255-904)
187	1433-701-0129-000-5	Betty J Bowe (TR)	N 23rd ST	0.4	RS-4	$4,070	2.6	PARADISE PARK BLK 7 LOTS 19 AND 20 (OR 2686-171; 3665-2312)
188	1433-701-0178-000-3	Sandra Sessom-Penny	2206 N 23rd ST	0.93	RS-4	$67,870	2.6	PARADISE PARK BLK 10 LOTS 8, 9, 10, 11 AND 12 (MAP 14/33S) (OR 3248-1974)
189	1433-701-0186-000-2	Ronald A Jones	BARCELONA AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 10 LOTS 16 AND 17 (OR 436-1727)
190	1433-701-0171-000-4	Orpah Francis	SAN DIEGO AVE	0.22	RS-4	$2,200	2.6	PARADISE PARK BLK 10 LOT 1 (OR 621-1623)
191	1433-701-0172-000-1	Orpah Francis	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 10 LOT 2(OR 861-2584)
192	1433-701-0173-000-8	Scott Groves Inc	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 10 LOT 3 (OR 667-1635)
193	1433-701-0189-000-3	Anabel Gallardo	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 10 LOT 19 (OR 2484-379)
194	1433-701-0385-000-7	Pennie M Starling	2003 SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 7 (OR 731-673: 3391-1323)
195	1433-701-0384-000-0	Anna Margulies	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 6
196	1433-701-0383-000-3	Eugene Brown Jr	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 5 (OR 2271-917)
197	1433-701-0382-000-6	Margaret Emory	SAN DIEGO AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 4 (OR 686-2417)
198	1433-701-0389-000-5	Samuel Marks	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 11
199	1433-701-0390-000-5	Leona P Crumbley	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 12 (OR 530-956; 2385-2185)
200	1433-701-0391-000-2	Leona P Crumbley	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 24 LOT 13 (OR 530-958; 2385-2183)
201	1433-701-0392-000-9	Edward Gandy	BARCELONA AVE	0.19	RS-4	$2,500	2.6	PARADISE PARK BLK 24 LOT 14 (OR 3858-2663)
202	1433-701-0386-000-4	James E Spikes Jr	2007 SAN DIEGO AVE	0.37	RS-4	$19,612	2.6	PARADISE PARK BLK 24 LOTS 8 AND 9 (OR 519-1652: UNREC AGREEMENT DATED 9-01-87 COPY IN FILE: OR 743-2
203	1433-701-0379-000-2	Rhonda B Cribbs	SAN DIEGO AVE	0.22	RS-4	$2,200	2.6	PARADISE PARK BLK 24 LOT 1 (OR 450-2385: 724-2665 : 2257-2882)
204	1433-701-0131-000-2	Maurice Shazier	2301 BARCELONA AVE	0.22	RS-4	$2,200	2.6	PARADISE PARK BLK 8 LOT 1 (OR 1754-1761; 2389-163)
205	1433-701-0132-000-9	Maurice Shazier	2303 BARCELONA AVE	0.19	RS-4	$9,240	2.6	PARADISE PARK BLK 8 LOT 2 (OR 1754-1759; 2389-163)
206	1433-701-0141-000-5	State Of Florida Dot	TBD	0.43	RS-4	$0	2.6	PARADISE PARK BLK 8 LOTS 11 12 AND 13 (OR 978-1303: 1016-1844)
207	1433-701-0149-000-1	Archie L Nixon	ROSARITA AVE	0.4	RS-4	$4,070	2.6	PARADISE PARK BLK 8 LOTS 19 AND 20(OR 2888-290: 2899-2770)
208	1433-701-0147-000-7	Yvonne Ross	TBD	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 8 LOTS 17 AND 18(OR 2744-1439)

Annexation of Zone 1A								
#	**Parcel #**	**Property Owner**	**Address**	**Acreage**	**Zoning**	**Property Value**	**Estimated Population**	**Legal Address**
209	1433-701-0146-000-0	Grace Olsen	TBD	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 8 LOT 16
210	1433-701-0144-000-6	James Green	2404 ROSARITA AVE	0.37	RS-4	$8,935	2.6	PARADISE PARK BLK 8 LOTS 14 AND 15 (OR 882-1234: 939-255: 2718-26)
211	1433-701-0138-000-1	State Of Florida Dot	TBD	0.4	RS-4	$0	2.6	PARADISE PARK BLK 8 LOTS 8 9 AND 10-LESS RD R/W AS IN OR 978-1303- (OR 1237-308: 1238-617: 1265-119
212	1433-701-0160-000-4	Xavier Evans	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 9 LOT 10 (OR 3563-1263: 3569-331)
213	1433-701-0166-000-6	Dennis O Buckley Sr	ROSARITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 9 LOT 16 (OR 355-2188: 2702-3000)
214	1433-701-0163-000-5	Joe Pressendo	TBD	0.28	RS-4	$2,860	2.6	PARADISE PARK BLK 9 LOT 13 AND W 30 FT OF LOT 14 (OR 1910-1480:1910-1476)
215	1433-701-0164-000-2	Denzil Irving	ROSARITA AVE	0.28	RS-4	$2,860	2.6	PARADISE PARK BLK 9 E 30 FT OF LOT 14 AND ALL LOT 15 (OR 3079-1835)
216	1433-701-0155-000-6	Lyle S Pelt	BARCELONA AVE	0.37	RS-4	$3,740	2.6	PARADISE PARK BLK 9 LOTS 5 AND 6 (OR 1351-50)
217	1433-701-0157-000-0	John C De Young Jr	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 9 LOT 7 (OR 2048-1527)
218	1433-701-0170-000-7	Tamatha Weems	2001 N 21st ST	0.22	RS-4	$25,000	2.6	PARADISE PARK BLK 9 LOT 20 (OR 1049-532)
219	1433-701-0169-000-7	Dennis O Buckley Sr	ROSARITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 9 LOT 19 (OR 537-2631)
220	1433-701-0168-000-0	Dennis Buckley	ROSARITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 9 LOT 18 (OR 358-1339)
221	1433-701-0151-000-8	Tamatha Weems	2101 BARCELONA AVE	0.41	RS-4	$4,180	2.6	PARADISE PARK BLK 9 LOTS 1 AND 2 (OR 1037-2: 1198-2081 ; 1907-1065 1067)
222	1433-701-0408-000-5	Dudley C Crooks	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 25 LOT 10 (OR 1905-563: 3242-827)
223	1433-701-0407-000-8	Frances M Gilcher	BARCELONA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 25 LOT 9
224	1433-701-0415-000-7	Jacqueline Bodden	ROSARITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 25 LOT 17 (OR 3074-2422)
225	1433-701-0413-000-3	Christine Gagnon	2000 ROSARITA AVE	0.37	RS-4	$35,600	2.6	PARADISE PARK BLK 25 LOTS 15 AND 16 (OR 3464-751; 3720-922; 3967-1010)
226	1433-701-0412-000-6	Edward Gandy Sr	ROSARITA AVE	0.19	RS-4	$1,870	2.6	PARADISE PARK BLK 25 LOT 14 (OR 3229-1071)
227	1433-701-0417-000-1	Wilmart Services Inc	1904 ROSARITA AVE	0.19	RS-4	$13,100	2.6	PARADISE PARK BLK 25 LOT 19 (OR 3816-34)
228	1433-701-0418-000-8	Gwendolyn Bennett	2000 N 19th ST	0.22	RS-4	$12,502	2.6	PARADISE PARK BLK 25 LOT 20 (OR 1171-1169)

Total Acres:	**65.18**
Total Taxable Value:	**$2,096,998**
Estimated Annually to City	**$14,469**
Estimated Population	**559**


Annexation Zones
1A
1B
1C
2
3
4
St. Lucie Blvd
Interstate 95
Old Dixie Highway
N. Causeway
N 25th Street
Seaway Drive
Avenue D
A E Backus Avenue
Avenue A
Orange Avenue
Citrus Avenue
Delaware Avenue
Indian River Drive
US Highway 1
Virginia Avenue
Sunrise Blvd
Oleander Blvd
Edwards Road
S 25th Street
Florida Turnpike
Jenkins Road
Hartman Road
McNeil Road
KINGS
SELVITZ
SUNRISE
City of Fort Pierce

ORDINANCE 2015-17

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE COUNTY OF VOLUSIA, FLORIDA, AND THE CITY OF EDGEWATER, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the city council of the City of Edgewater approved Resolution No. 2014-R-06 (Initiating Resolution) on April 7, 2014, and the county council of the County of Volusia approved Resolution No. 2014-55 (Responding Resolution) on April 17, 2014, identifying lands that are logical candidates for future annexations, agreeing to negotiate the appropriate land uses, infrastructure needs and the provider of services for such lands, and to ensure protection of natural resources; and

WHEREAS, the city and county have met since the approval of the resolutions to discuss the issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement; and

WHEREAS, the city council of the City of Edgewater approved the proposed Interlocal Service Boundary Agreement on first reading on August 17, 2015, and will consider it for final adoption on September 28, 2015; and

WHEREAS, the county council finds that the Interlocal Service Boundary Agreement will serve the best interests and welfare of the citizens of Volusia County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

SECTION I. The foregoing recitals are incorporated herein by reference.

SECTION II. The county council hereby approves the Interlocal Service Boundary Agreement attached hereto as **Exhibit A**, and authorizes and directs the execution of the agreement by the county chair and county manager.

SECTION III. The county council further authorizes and directs all necessary and appropriate action to amend the county's comprehensive plan as required by section 171.203(9), Florida Statutes.

SECTION IV. The Interlocal Service Boundary Agreement shall be recorded and filed with the clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes.

SECTION V. This ordinance, and the agreement attached hereto as **Exhibit A**, have been approved in accordance with section 171.203(14), Florida Statutes.

SECTION VI. SEVERABILITY - Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence,

subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION VII: CONFLICTING ORDINANCES - All ordinances, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION VIII: EFFECTIVE DATE - This ordinance shall take effect upon electronic filing of a certified copy with the Department of State.

ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA THIS 24TH DAY OF SEPTEMBER, A.D., 2015.

	COUNTY COUNCIL
ATTEST:	COUNTY OF VOLUSIA, FLORIDA
_____	_____
JAMES T. DINNEEN	JASON P. DAVIS
COUNTY MANAGER	COUNTY CHAIR

Interlocal Service Boundary Agreement

City of Edgewater and County of Volusia

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF EDGEWATER AND COUNTY OF VOLUSIA

This Interlocal Service Boundary Agreement ("ISBA"), (collectively referred to as "the Agreement") is made and entered into this _____ day of_____, 2015, by and between the City of Edgewater ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and _____, of the City of Edgewater Charter; and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the City invited the County to enter into negotiations for an Interlocal Service Boundary Agreement by Resolution 2014-R-06 on April 7, 2014; and

WHEREAS, the county council responded to the City's invitation by Resolution 2014-55 on April 17, 2014, and agreed therein to participate in negotiations for an Interlocal Service Boundary Agreement; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use

changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal service boundary agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, the County will support annexations within the Interlocal Service Boundary Agreement area that will further create efficiencies for the delivery of municipal services; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area ("MSA"), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:

   a. may receive municipal services from the city; and/or
   b. may be annexed by the city;

2. Providing a process and schedule for the annexation of lands in an MSA;

3. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;

4. Addressing other service delivery issues;

5. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. *Incorporation of Recitals*. The recitals above are true and correct and are incorporated into this ISBA as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Map 1*. Map 1 attached hereto is fully incorporated as if fully set forth herein.

3. *Term and Effective Date of Agreement.* The ISBA shall become effective when filed with Clerk of Court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes. The initial term of the Agreement shall be ten (10) years from the effective date of the Agreement. At the end of the fifth year, the City and County shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement, may continue for the remainder of the initial term, be amended as the parties desire, or be terminated in accordance with paragraph 5 of this Agreement.

4. *Renewal of Agreement.* The City and County shall, in the event the Parties desire to extend the initial term of the Agreement, initiate negotiations in accordance with section 171.203(12), Florida Statutes, no later than eighteen (18) months prior to the termination of the initial term.

5. *Termination of Agreement.* The City or County may terminate this Agreement at anytime upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate agreement in writing that has been approved by both Parties.

6. *Dispute Resolution.* The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph "a", above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of section 163.01(5)(p), section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

7. *Duplication of Services*. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. *Roads; transfer of jurisdiction*. This paragraph is intended to satisfy the requirements of section 335.0415(3), Florida Statutes.

   a. *County Thoroughfare Roads.* For the purpose of this agreement and until such time that the County transfers ownership, the County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads within the JPA/MSA regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent addition to the County's thoroughfare roadways in the Volusia County Comprehensive Plan:

      (1) Air Park Road (from Indian River Boulevard to Park Avenue)

      (2) Cow Creek Road (south of S.R. 442)

      (3) Josephine St/10th St.

      (4) Old Mission Road

      (5) Volco Road

      (6) W. Park Ave

      County thoroughfare roadways that are removed from the Volusia County Comprehensive Plan thoroughfare roadway network are subject to transfer to the City per the terms of this ISBA per Section 8(b).

   b. *Non-thoroughfare Roads.* The permanent transfer within the JPA/MSA of non-thoroughfare roadway maintenance responsibilities from the County to the City shall occur as follows:

      (1) For purposes of this agreement, "road segment" shall mean the portion of a County road between two intersecting roads.

      (2) Non-thoroughfare county roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility when at least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City.

      (3) All County non-thoroughfare roads within the MSA shall transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of

a road segment.

(4) The 51% segment ratio shall be calculated based on the frontage of annexed parcels of the road segment between two intersecting roads or termination of said road.

(5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads will be deemed annexed into the City and transferred to the City's jurisdiction, and ownership; and the City will be fully responsible for all maintenance and other responsibilities.

(6) As the City accepts jurisdiction and responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.

(7) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Agreement, in which case the terms of this Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Agreement is intended to convey the will of the parties concerning all road segments within the JPA/MSA.

(8) The following local roads will be transferred to the city upon adoption of this agreement:

(i) Air Park Road – Park Avenue to Massey Road

(ii) Eels Grove Rd - Cow Creek Rd to end of road

(iii) Flying M Ct – End of road to Massey Ranch Blvd

(iv) Godfrey Rd – S. Ridgewood Ave to end of County maintenance

(v) Massey Ranch Blvd – End of road to Park Ave

(vi) O Possum Camp Rd – Begin County maintenance to I-95 on-ramp

(vii) Palm Breeze Dr - US1 to end of road

(viii) Relocation Rd – US1 to end of road

(9) Road transfer includes infrastructure in the right-of-way, to include, but not limited to drainage, sidewalks and traffic control devices.

c. *Transportation Planning and Coordination.*

(1) The City and County agree to use the adopted Volusia Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the impacted jurisdiction's comprehensive plans including the adopted Volusia TPO Long Range Transportation Plan.

(2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.

d. *Funding*. The City and County agree to work together to obtain funding sources for capital transportation improvements, including capital and operating expenses for the provision of transit service, within the JPA/MSA.

e. *Maintenance*. The City and County may enter into maintenance agreements for certain segments of County roads within the JPA/MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.

f. *Continuing jurisdiction*. All roads over which jurisdiction is transferred to the City under the terms of this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.

9. *Solid Waste.*

a. Annexed properties shall be transferred to the City's solid waste service on the first of the following month after annexation.

b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's solid waste disposal facilities located at 1990 Tomoka Farms Road Landfill or the West Volusia Transfer Station.

10. *Stormwater; transfer of jurisdiction*. Two ditches/canals will be transferred to the City upon adoption of this agreement; one located on W. Turgot Avenue and one located on E. Indian Boulevard, and includes continued City maintenance responsibilities.

11. *Growth and Resource Management.*

a. Environmental Management. The County shall issue tree, Class II Overlay, and wetland permits, conduct inspections, and provide code enforcement until a property annexes.

b. Planning and Development Services.

(1) The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six months of the effective date of this ISBA, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the county comprehensive plan:

14.1.2.__ Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Edgewater have established an Interlocal Service Boundary Agreement (ISBA) adopted on _____, 2015. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA.

(2) The City shall adopt a Municipal Service Area ("MSA"), as that term is defined in Section 171.202(11), Florida Statutes, as an amendment to its comprehensive land use plan within six months of the effective date of the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA.

(3) Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a JPA/MSA; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to, and the County shall enforce on, all lands in the JPA/MSA until the City annexes the land at issue or amends its comprehensive plan with respect to those lands

(4) Joint Planning Area ("JPA"). The following additional finding is intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

Urban in Character. The unincorporated area in the JPA as depicted in Map 1 is anticipated for municipal annexation because it is "urban in character", as that term is defined by section 171.031(8), Florida Statutes.

c. Building and Zoning.

The County shall issue building permits, conduct inspections, and provide code enforcement until a property annexes.

d. Permits in progress.

The County will finish processing, issuing and inspecting applications for permits that were submitted prior to the effective date of this ISBA, or until the property annexes.

12. *Notice.* All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:	County of Volusia Attn: County Manager Copy to: County Attorney 123 West Indiana Avenue DeLand, FL 32720
If to the City:	City of Edgewater Attn: City Manager

Copy to: City Attorney
104 North Riverside Drive
Edgewater, FL 32132

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

13. *Sole Benefit.* This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

14. *Authority.* The City and County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

15. *Enforcement.* This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

16. *Defense.* If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

17. *Amendments.* Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.

18. *Supremacy.* The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with

previous agreements between the Parties, the terms of this Agreement shall control; provided however that all other terms of existing agreements remain in full force and effect.

19. *Entire Understanding.* Except as otherwise specifically set forth herein or in any subagreement, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.

20. *Governing Law and Venue.* The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 ("Dispute Resolution") paragraph 6 shall control.

21. *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

22. *Compliance with Chapter 171, Part II, Florida Statutes*. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the JPA/MSA by the City and County; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforcement of the codes.

23. *Amendment of Intergovernmental Coordination Element of Comprehensive Plans.* Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

24. *Adoption by County.* The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.

25. *Adoption by City.* The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Approved by: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [ ] personally known to me, or [ ] have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission
And Expiration of Commission Term

CITY OF EDGEWATER

By: _____
Michael Ignasiak, Mayor

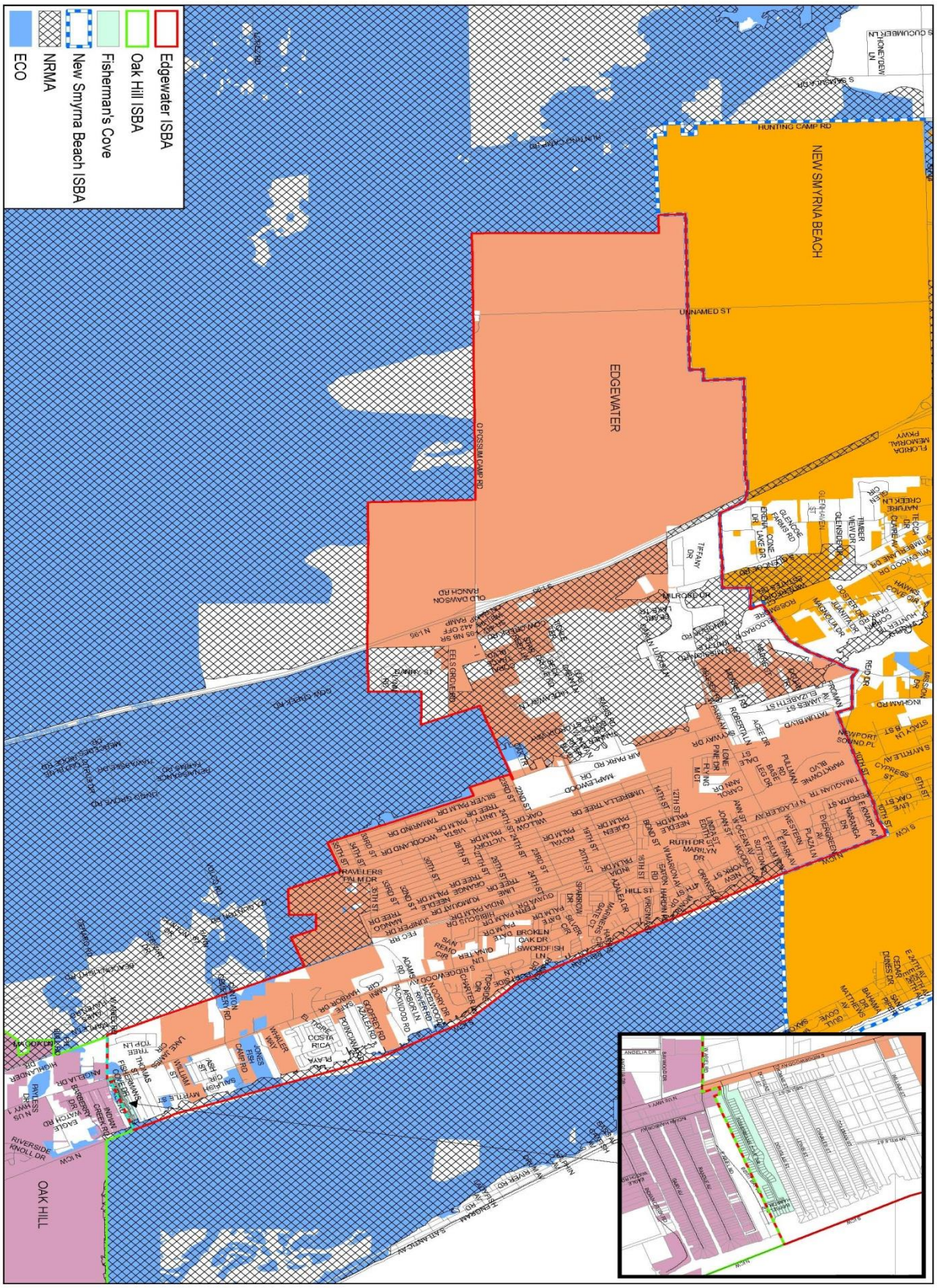
Attest: _____
Tracey Barlow, City Manager

Approved by: _____
Aaron Wolfe, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Michael Thomas and Tracey Barlow, as Mayor and City Manager, respectively, on behalf of the City of Edgewater, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the city. They are [ ] personally known to me, or [ ] have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission
And Expiration of Commission Term



Map #1

Edgewater Interlocal Service Boundary Agreement

43-20

RESOLUTION 2014-55

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SERVING AS A RESPONDING RESOLUTION IN ACCORDANCE WITH SECTION 171.203(2), FLORIDA STATUTES; RESPONDING TO INITIATING RESOLUTION OF THE CITY OF EDGEWATER FOR PURPOSES OF THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT IN ACCORDANCE WITH PART II OF CHAPTER 171, FLORIDA STATUTES; AGREEING TO PARTICIPATE IN NEGOTIATIONS; RESPONDING TO PROPOSED ISSUES AND GEOGRAPHIC AREA OF CITY FOR NEGOTIATION.

WHEREAS, Part II of Chapter 171, Florida Statutes, titled the "Interlocal Service Boundary Act" (the "Act") provides an alternative to Part I of said chapter for local governments regarding the annexation of territory into a municipality; and

WHEREAS, the stated intent of the Act is to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the stated intent of the Act is to prevent inefficient service delivery and insufficient tax base to support the delivery of those services; and

WHEREAS, on April 7, 2014, the Edgewater City Commission adopted Resolution No. 2014-R-06 inviting the county to discuss an interlocal service boundary agreement; and

WHEREAS, the Volusia County Council accepts the opportunity to engage in these discussions, consult with all affected jurisdictions, and proffer a responsive resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 17th DAY OF APRIL 2014 AS FOLLOWS:

SECTION I: Acceptance of invitation. The council hereby accepts the invitation of the City of Edgewater (the "City") set forth in Resolution 2014-R-06 (the "Initiating Resolution") to engage in negotiations with the County of Volusia (the "County") for an interlocal service boundary agreement in accordance with Part II of Chapter 171, Florida Statutes.

SECTION II: Terms.

The county council hereby responds to the issues described in the initiating resolution of the City and suggested for negotiation with the county:

A. **City issue #1:** *The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2013).*

County response: The County agrees to discuss a process and schedule for annexations within a negotiated and defined municipal service area in accordance with section 171.203, Florida Statutes, and describe the prerequisites for annexation in accordance with section 171.204, Florida Statutes. The defined municipal service area shall be determined during the ISBA process.

B. **City issue #2:** *The establishment of municipal services areas, as defined in §171.202(11)(a), Fla. Stat.*

County response: The County agrees to discuss the establishment of municipal services areas within a negotiated and defined the boundary.

C. **City issue #3:** *The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statues, for lands in the municipal service*

area. Such land use decisions shall include preparation and adoption of comprehensive plan and issuance of development orders.

County response: The County agrees to discuss the establishment of a process for land use decisions for lands in a defined municipal service area boundary map. The county also agrees to discuss preparation and adoption of comprehensive plan amendments, administration of land development regulations and issuance of development orders.

D. **City issue #4:** *The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within defined unincorporated areas. These powers may be in addition to other municipal powers that otherwise exist in the City.*

County response: The County agrees to discuss the delegation of extraterritorial powers to the city for the area located within the municipal service area as negotiated and defined during the ISBA process, so long as such delegated powers are consistent with section 171.208, Florida Statutes.

The county council designates the following additional issues for negotiation:

E. **County issue #1:** The identification of the local government responsible for the delivery or funding of the following services within the municipal service area:

1. Public safety
2. Fire, emergency rescue, and medical
3. Water and wastewater
4. Road ownership, construction, and maintenance
5. Conservation, parks, and recreation
6. Stormwater management and drainage
7. Solid waste collection
8. Land development and building permits

F. **County issue #2:** The incorporation of mutually agreed upon decisions regarding service delivery, including the transfer of services and infrastructure and the fiscal compensation, if any, between Volusia County and the City of Edgewater.

G. **County issue #3:** The provision to co-locate services or to jointly use existing facilities.

H. **County issue #4:** Declaration and legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by the City and Volusia County.

I. **County issue #5:** Establishment of a recommended term of 10 years for any interlocal service boundary agreement negotiated to completion, with a review of such agreement to be performed by the parties after the initial six (6) years.

SECTION III: Interpretation; direction to county manager. This resolution shall not be construed to bind the county council to approve an interlocal service boundary agreement or to include any terms suggested by the city in its initiating resolution. Pursuant to section 171.203(4), Florida Statutes (2013), he county manager or designee is directed to initiate discussions with the city for purposes of the negotiation of a proposed agreement within sixty (60) days after receipt of this resolution by the city.

SECTION IV: Notification of City. The county manager shall send this resolution to city manager of the city by United States certified mail within seven (7) days after the adoption of this resolution in accordance with section 171.203(2)(a), Florida Statutes (2013).

SECTION V: Effective date. This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING:

ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

James T. Dinneen, County Manager/Clerk

Jason P. Davis, County Chair

(for)

RESOLUTION NO. 2014-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRANSMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated Volusia County; and

WHEREAS, the boundary area as shown in Exhibit "A" is generally surrounded on the south and west by unincorporated portions of the City of Edgewater and on the north by incorporated areas of the City of New Smyrna Beach; and

WHEREAS, the City of Edgewater pursuant to this interlocal service boundary agreement with the County of Volusia wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by our established Utility Service Area as adopted in our Comprehensive Plan contains lands that serve a substantially important economic development interest to the residents of Volusia County and the City of Edgewater and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Council of the City of Edgewater to initiate discussions with Volusia County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit "A" to address the above-referenced concerns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edgewater, Florida:

Section 1. That the City of Edgewater hereby invites Volusia County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit "A".

Section 2. That the City of Edgewater hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes (2012).

B. The establishment of municipal services areas, as defined in §171.292(11)(a), Fla. Stat. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit "A".

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area. Such land use decisions shall include preparation and adoption of comprehensive plan issuance of development orders.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas a as shown in Exhibit "A". These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting purchasing policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

After motion by _____ and second by _____, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Thomas		_____
Councilwoman Christine Power		_____
Councilwoman Gigi Bennington		_____
Councilman Mike Ignasiak		_____
Councilman Gene Emter		_____

PASSED AND DULY ADOPTED this _____ day of March, 2014.

ATTEST:

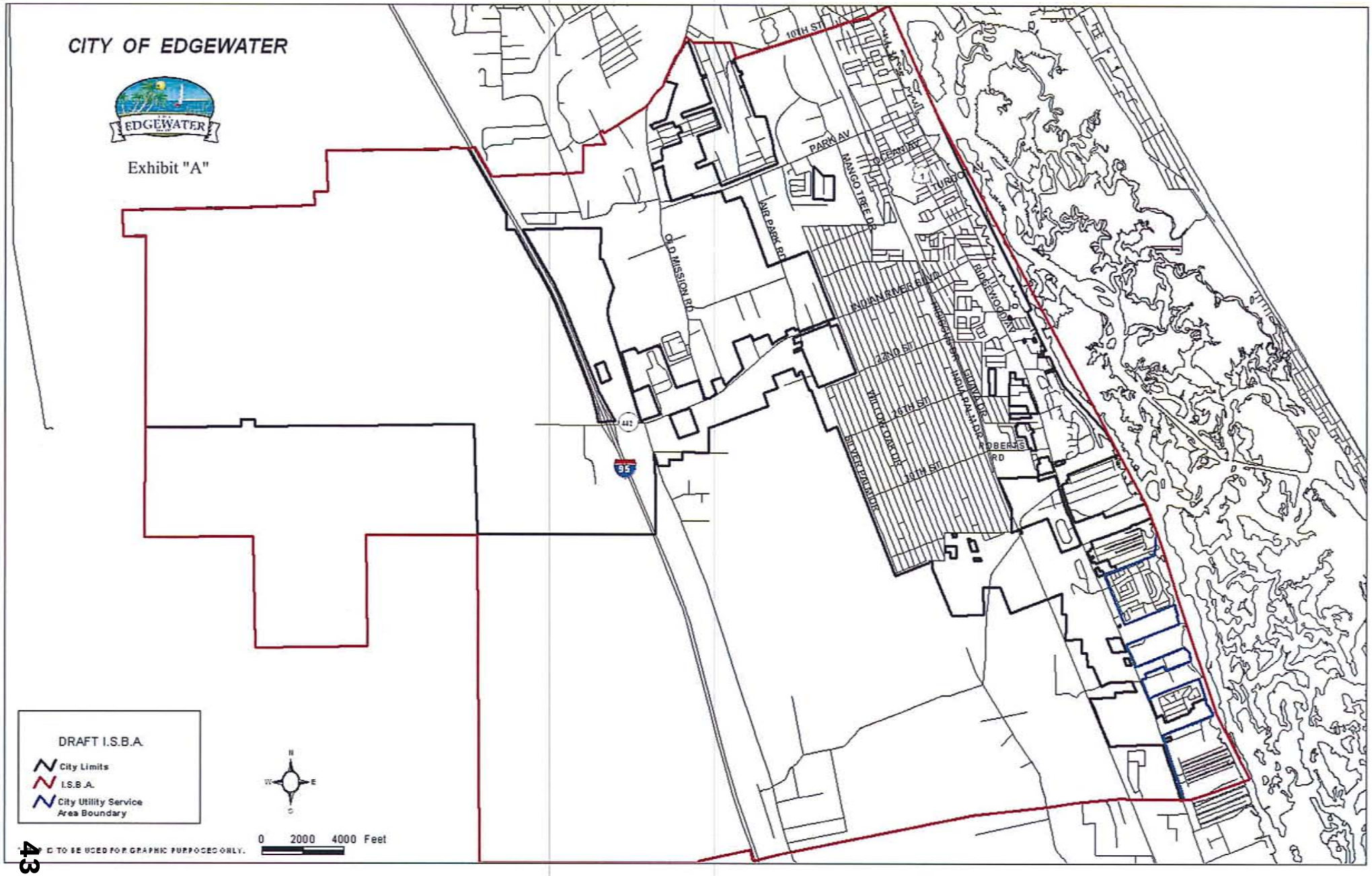
_____
Bonnie A. Wenzel
City Clerk

CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA

By:_____
Michael Thomas
Mayor

_____
Robin L. Matusick
Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire City Attorney Doran, Sims, Wolfe, Kundid, Ciocchetti & Wagner	Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of April, 2014 under Agenda Item No. 8____.


CITY OF EDGEWATER
EDGEWATER
Exhibit "A"
10TH ST
PARK AV
MANGO TREE DR
OLEANDER
TURO
AIR PARK RD
OLD MISSION RD
INDIAN RIVER BLVD
RIDGEWOOD DR
HIBISCUS DR
GUAVA DR
INDIAN PALM DR
22ND ST
16TH ST
WILLOW OAK DR
10TH ST
ROBERTS RD
SILVER PALM DR
95
DRAFT I.S.B.A.
City Limits
I.S.B.A.
City Utility Service Area Boundary
N
W
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S
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MAP IS TO BE USED FOR GRAPHIC PURPOSES ONLY.

EXHIBIT A

RESOLUTION NO. 2014-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRANSMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated Volusia County; and

WHEREAS, the boundary area as shown in Exhibit "A" is generally surrounded on the south and west by unincorporated portions of the City of Edgewater and on the north by incorporated areas of the City of New Smyrna Beach; and

WHEREAS, the City of Edgewater pursuant to this interlocal service boundary agreement with the County of Volusia wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by our established Utility Service Area as adopted in our Comprehensive Plan contains lands that serve a substantially important economic development interest to the residents of Volusia County and the City of Edgewater and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Council of the City of Edgewater to initiate discussions with Volusia County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit "A" to address the above-referenced concerns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edgewater, Florida:

Section 1. That the City of Edgewater hereby invites Volusia County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit "A".

Section 2. That the City of Edgewater hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes (2012).

B. The establishment of municipal services areas, as defined in §171.292(11)(a), Fla. Stat. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit "A".

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area. Such land use decisions shall include preparation and adoption of comprehensive plan issuance of development orders.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas a as shown in Exhibit "A". These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting purchasing policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

After motion by _____ and second by _____, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Thomas		_____
Councilwoman Christine Power		_____
Councilwoman Gigi Bennington		_____
Councilman Mike Ignasiak		_____
Councilman Gene Emter		_____

PASSED AND DULY ADOPTED this _____ day of March, 2014.

ATTEST:

CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA

_____
Bonnie A. Wenzel
City Clerk

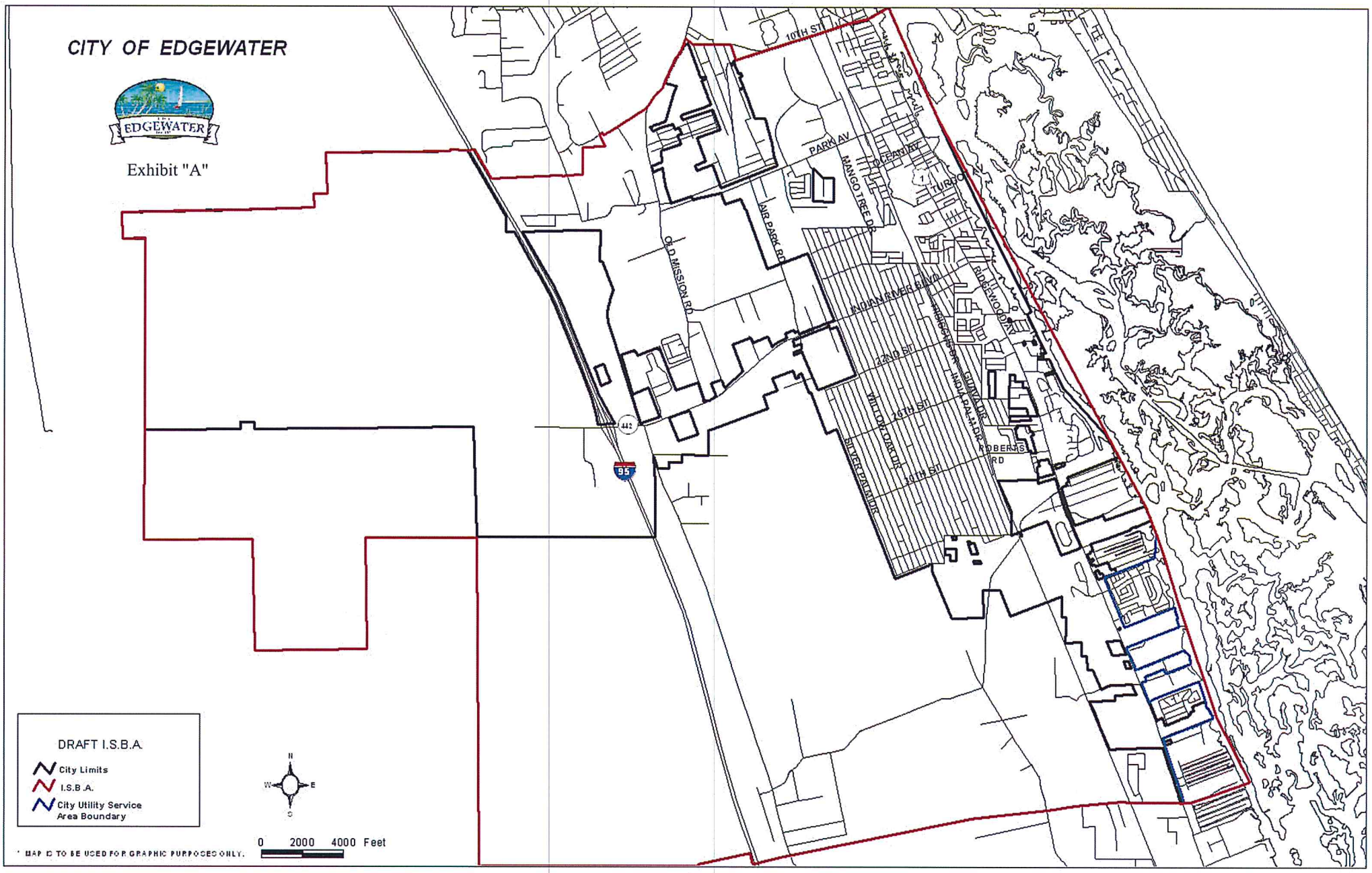
By:_____
Michael Thomas
Mayor

_____
Robin L. Matusick
Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire City Attorney Doran, Sims, Wolfe, Kundid, Ciocchetti & Wagner	Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of April, 2014 under Agenda Item No. 8____.

CITY OF EDGEWATER

Exhibit "A"



RESOLUTION 2014-55

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SERVING AS A RESPONDING RESOLUTION IN ACCORDANCE WITH SECTION 171.203(2), FLORIDA STATUTES; RESPONDING TO INITIATING RESOLUTION OF THE CITY OF EDGEWATER FOR PURPOSES OF THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT IN ACCORDANCE WITH PART II OF CHAPTER 171, FLORIDA STATUTES; AGREEING TO PARTICIPATE IN NEGOTIATIONS; RESPONDING TO PROPOSED ISSUES AND GEOGRAPHIC AREA OF CITY FOR NEGOTIATION.

WHEREAS, Part II of Chapter 171, Florida Statutes, titled the "Interlocal Service Boundary Act" (the "Act") provides an alternative to Part I of said chapter for local governments regarding the annexation of territory into a municipality; and

WHEREAS, the stated intent of the Act is to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the stated intent of the Act is to prevent inefficient service delivery and insufficient tax base to support the delivery of those services; and

WHEREAS, on April 7, 2014, the Edgewater City Commission adopted Resolution No. 2014-R-06 inviting the county to discuss an interlocal service boundary agreement; and

WHEREAS, the Volusia County Council accepts the opportunity to engage in these discussions, consult with all affected jurisdictions, and proffer a responsive resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 17th DAY OF APRIL 2014 AS FOLLOWS:

SECTION I: Acceptance of invitation. The council hereby accepts the invitation of the City of Edgewater (the "City") set forth in Resolution 2014-R-06 (the "Initiating Resolution") to engage in negotiations with the County of Volusia (the "County") for an interlocal service boundary agreement in accordance with Part II of Chapter 171, Florida Statutes.

SECTION II: Terms.

The county council hereby responds to the issues described in the initiating resolution of the City and suggested for negotiation with the county:

A. **City issue #1:** *The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2013).*

County response: The County agrees to discuss a process and schedule for annexations within a negotiated and defined municipal service area in accordance with section 171.203, Florida Statutes, and describe the prerequisites for annexation in accordance with section 171.204, Florida Statutes. The defined municipal service area shall be determined during the ISBA process.

B. **City issue #2:** *The establishment of municipal services areas, as defined in §171.202(11)(a), Fla. Stat.*

County response: The County agrees to discuss the establishment of municipal services areas within a negotiated and defined the boundary.

C. **City issue #3:** *The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statues, for lands in the municipal service*

area. Such land use decisions shall include preparation and adoption of comprehensive plan and issuance of development orders.

County response: The County agrees to discuss the establishment of a process for land use decisions for lands in a defined municipal service area boundary map. The county also agrees to discuss preparation and adoption of comprehensive plan amendments, administration of land development regulations and issuance of development orders.

D. **City issue #4:** *The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within defined unincorporated areas. These powers may be in addition to other municipal powers that otherwise exist in the City.*

County response: The County agrees to discuss the delegation of extraterritorial powers to the city for the area located within the municipal service area as negotiated and defined during the ISBA process, so long as such delegated powers are consistent with section 171.208, Florida Statutes.

The county council designates the following additional issues for negotiation:

E. **County issue #1:** The identification of the local government responsible for the delivery or funding of the following services within the municipal service area:

1. Public safety
2. Fire, emergency rescue, and medical
3. Water and wastewater
4. Road ownership, construction, and maintenance
5. Conservation, parks, and recreation
6. Stormwater management and drainage
7. Solid waste collection
8. Land development and building permits

F. **County issue #2:** The incorporation of mutually agreed upon decisions regarding service delivery, including the transfer of services and infrastructure and the fiscal compensation, if any, between Volusia County and the City of Edgewater.

G. **County issue #3:** The provision to co-locate services or to jointly use existing facilities.

H. **County issue #4:** Declaration and legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by the City and Volusia County.

I. **County issue #5:** Establishment of a recommended term of 10 years for any interlocal service boundary agreement negotiated to completion, with a review of such agreement to be performed by the parties after the initial six (6) years.

SECTION III: Interpretation; direction to county manager. This resolution shall not be construed to bind the county council to approve an interlocal service boundary agreement or to include any terms suggested by the city in its initiating resolution. Pursuant to section 171.203(4), Florida Statutes (2013), he county manager or designee is directed to initiate discussions with the city for purposes of the negotiation of a proposed agreement within sixty (60) days after receipt of this resolution by the city.

SECTION IV: Notification of City. The county manager shall send this resolution to city manager of the city by United States certified mail within seven (7) days after the adoption of this resolution in accordance with section 171.203(2)(a), Florida Statutes (2013).

SECTION V: Effective date. This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING:

ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

James T. Dinneen, County Manager/Clerk

Jason P. Davis, County Chair